PUBLIC NOTICE OF A REGULAR MEETING
OF THE RECREATIONAL AUTHORITY
TUESDAY, FEBRUARY 18, 2014 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Meeting status: Completed

1. Call to Order
2. Opening Prayer /Pledge Trisha Townsend, Ministerial Alliance
3. Consent Agenda
    A. Consider Approval of Minutes on February 4, 2014
4. Action Items:
    A. Consider rate adjustment for Golf Course
5. Trustee's Report
6. City Manager's Report
7. Audience Participation
8. Adjournment
    A. Proceed to Public Works Authority agenda

Filed this 13th day of February, 2014. Posted on the bulletin board in the lobby of the Clinton City Hall on February 13, 2014 at 2:00 p.m.

MINUTES OF RECREATIONAL AUTHORITY MEETING
FEBRUARY 4, 2014

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, February 4, 2014, 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 January 31, 2014.

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

MAYOR: Seth Adams
COUNCIL: Don Rodolph, Wheeler Lowry, Mustafa Sami, Jason Hulin
CITY MANAGER: Steve Hewitt
CITY CLERK: Lisa Anders
CITY TREASURER: Debra Blanchard
CITY ATTORNEY: Ryan Meacham
NEWS MEDIA: Gerald Green
OTHERS: Kris Wermy, Gene McCullough, Stephen Jones, Curtis Maloy, Danny George, Randy Carpenter, Conan Wilson, David Crabtree, Julie Menge, Matt Jett and others.

Dan Day of the Ministerial Alliance 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 January 7, 2014
B. Claims

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

Chairman put the motion to a roll call vote:

Aye: Lowry, Sami, Hulin, 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 Rodolph to adjourn the meeting.

Chairman put the motion to a roll call vote:

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

Chairman declared the meeting adjourned at 5:33 p.m.

Clinton
Hub City of Western Oklahoma

Agenda Commentary

Item Title/ Subject: Golf Course Membership Rates

Staff Source: City Manager, Steve Hewitt

Date: February 18, 2014

Background/Subject Information:

Rates haven't been adjusted since the 2010 season (after the new front 9 greens project was completed). Rates were reviewed and compared with the courses in our area (see attached info). Golf course is subsidized an average of $140,000 per year from General Fund, and average of $45,000 in Capital annually. Golf Board met and discussed and felt the minimal increase was appropriate. Rates are current and recommended:

Regular Memberships	Current Rate	Proposed Rates
Annual Individual	$700.00	$750.00
Annual Family	$850.00	$900.00
Annual Junior	$125.00	$125.00
College Student	$300.00	$325.00
Unlimited Cart	$650.00	$700.00
Unlimited Range	$175.00	$200.00
Single Package	$1372.50	$1475.00
Family Package	$1507.50	$1650.00
Locker	$23.97	$25.00
Limited Play	$375.00	$425.00
Corporate Business Memberships		
(3-8 employees)	$630.00	$650.00
(8-11 employees)	$595.00	$625.00
(12+ employees)	$560.00	$590.00

Recommendation:

Golf Board voted unanimously to approve new rate structure. (note: Junior member remains unchanged to encourage younger golfers to participate in the game of golf). Staff supports the Golf Boards approval.

Price/Cost: Estimated increase $10,000 per year (based on current average membership)

Clinton Recreation Authority - Golf Course Revenues vs. Expenditures

Revenues	**FY 12-13**	**FY 11-12**	**FY 10-11**
Golf Course Operation			
Annual Dues	101,067	111,439	106,943
Green Fees	81,067	89,455	82,496
Cart Rentals	58,346	46,755	37,101
Locker Fees	240	288	192
Trail Fees	976	1,726	1,880
Range Fees	10,470	10,494	10,288
Misc. Rev	410	515	7
Donations	0	0	650
Sponsorships	0	0	0
Reimbursements	0	2,319	0
Total Golf Course Oper Revenues	**252,576**	**262,991**	**239,557**
Expenditures			
Administration			
Personal Services	71,178	70,721	0
Contractual Services	41,671	46,175	98,034
Commodities	10,033	8,668	6,720
Other Charges	100	216	196
Total Administration Exp.	**122,982**	**125,780**	**104,950**
GC Maintenance			
Personal Services	185,257	199,477	206,267
Contractual Services	8,721	6,724	3,446
Commodities	71,046	76,626	72,158
Other Charges	752	768	722
Total GC Maintenance Exp.	**265,776**	**283,595**	**282,593**
Total Operating Exp.	**388,758**	**409,375**	**387,543**
Oper. Rev. Over (Under) Expenditures	**(136,182)**	**(146,384)**	**(147,986)**
Transfers In			
Transfer In/Oper Subsidy/GF	**130,000**	**150,967**	**158,000**
Total Net Change	**(6,182)**	**4,583**	**10,014**
Beginning Cash	46,203	41,620	31,606
Ending Cash	40,021	46,203	41,620
Golf Course Activity			
Rounds Played - Daily Green Fees	4916	5108	5243
Rounds Played - Annual Passes	6659	7766	7416
Total Rounds Played	**11575**	**12874**	**12659**
Memberships			
# of Annual Passes (family & singles)	**208**	**214**	**207**

Capital Outlay Purchases made from Capital Improvement Fund			
Capital Outlay - Golf Course	48,347	57,332	62,801
Total Capital Outlays	**48,347**	**57,332**	**62,801**

RIVERSIDE GOLF COURSE
REVENUE COMPARISON

	2000	2001	2002	2003
Membership Fees Paid	$90,928.19	$92,916.92	$100,655.79	$96,440.49
Daily Green Fees	$106,420.65	$102,746.77	$100,369.75	$94,129.32
Cart Rental Fees	$52,828.68	$46,247.74	$53,004.33	$62,971.77
Trail Fees	$19,588.09	$19,800.73	$19,472.17	$17,151.54
Driving Range Fees	$12,569.58	$10,185.61	$7,813.27	$7,979.69
GOLF COURSE INCOME	**$282,335.19**	**$271,897.77**	**$281,315.31**	**$278,672.81**
Rounds Played by Members	14846	13,698	14,708	13,461
Rounds Played Non Members	9480	6,757	7,290	7,507
TOTAL ROUNDS PLAYED	**24326**	**20,455**	**21,998**	**20,968**
# of Golf Members/Single	**131**	**180**	**221**	**247**
Family	**110**	**150**	**162**	**165**

FRONT 9 REHAB

	2004	2005	2006	2007	2008	2009	2010
Membership Fees Paid	$97,490.24	$96,714.80	$90,534.08	$101,010.05	$92,836.86	$75,658.25	$106,077.10
Daily Green Fees	$94,395.52	$84,596.03	$97,016.78	$88,083.72	$72,792.46	$42,329.14	$87,297.58
Cart Rental Fees	$47,903.47	$39,736.74	$55,030.40	$52,933.77	$49,084.69	$20,749.83	$37,138.51
Trail Fees	$16,746.49	$15,602.17	$15,439.03	$12,380.30	$13,300.02	$2,025.54	$2,046.98
Driving Range Fees	$7,993.42	$7,560.07	$9,039.29	$10,258.86	$9,907.10	$10,244.72	$7,815.46
GOLF COURSE INCOME	**$264,529.14**	**$244,209.81**	**$267,059.58**	**$264,666.70**	**$237,921.13**	**$151,007.48**	**$240,375.63**
Rounds Played by Members	9749	8,058	7,859	5130	2,968	826	6,735
Rounds Played Non Members	7115	5,656	5,994	5786	4,704	2,543	5,021
TOTAL ROUNDS PLAYED	**16864**	**13,714**	**13,853**	**10916**	**7,672**	**3,369**	**11,756**
# of Golf Members/Single	**134**	**135**	**124**	**132**	**169**	**153**	**159**
Family	**73**	**68**	**61**	**60**	**67**	**66**	**45**

Golf Course Construction August 2009 - September 2010

2000-2003 City Management with Manager/Employee
2004-Current Pro-Shop Management Agreement effective 4/1/04

	Clinton Riverside G.C	Weatherford Prairie West	Boiling Springs	Elk Golf & Country Club
Family Annual Membership	$850.00	$1,164.00 $97.00/Mo.	$2,116.50 W/Cart M-TH Cart/Disc. Rate on F-Sun	$100.00/Mo. $500.00 Buy-In $25.00/Mo. Food
Single Annual Membership	$700.00	$936.00 $78.00/Mo.	$1,587.38 W/Cart M-TH Cart/Disc. Rate on F-Sun	N/A
Weekday Green Fee	$19.25 *	$22.00	$31.75 $47.62 W/Cart	$20.00
Weekend Green Fee	$26.50 *	$26.00	$33.86 $49.73 W/Cart	$25.00
9 Hole Cart	$12.78	$12.00	N/A	$11.00
18 Hole Cart	$22.63	$24.00	$15.00	$20.00
9 Hole Twilight	$13.24/WD $17.58/WE	$15.00/WD $17.00/WE	$21.16 $31.74/W Cart	$12.00/WD $15.00/WE
Jr. Green Fee	$13.24/WD $17.58/WE	$16.50/WD only 12 & Under	N/A	$10.00
Sr. Green Fee	$13.24/WD $17.58/WE	$16.50/WD only 60 & Older	$1,587.38 W/Cart M-TH	$15.00
H/S College Green Fee	$300.00/Yr.	$16.50/Day $200.00/Semester	N/A	1/2 Family Membership Until 29 Yrs. Old
Off Season Weekday	$28.00/W Cart Offered Yr. Round M-F	N/A	$26.46 $46.33 W/Cart M-TH	N/A
Off Season Weekend	$35.00/W Cart	N/A	$29.10 $44.98 W/Cart M-TH	N/A
Driving Range	Sm. $3.00 Lg. $5.75	Sm. $2.00/25 balls Med. $3.00/45 balls Lg. $5.00/ 75 balls	No Range	Sm. $3.00 Med. $6.00 Lg. $8.00
6-Pack	$8.75	$8.75	$12.00	$11.75 Includes 15% Gratuity
Cart Shed Rental	N/A	$25.00/Mo.	N/A	$20.00/Mo.

Special.... Past year (to generate green fees, still implemented)

* Weekday $28 w/Cart

* Weekend $35 w/Cart

PUBLIC NOTICE OF A REGULAR MEETING
OF THE PUBLIC WORKS AUTHORITY
TUESDAY, FEBRUARY 18, 2014 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Meeting status: Completed

1. Call to Order
2. Opening Prayer /Pledge Trisha Townsend, Ministerial Alliance
3. Consent Agenda
    A. Consider Approval of Minutes on February 4, 2014
4. Action Items:
    A. Consider Lease agreement with Allied Waste System
    B. Discussion with Legal Counsel regarding pending litigation regarding Foss Master Conservancy District including an Executive Session as authorized by 25 O.S. ss 307B(4)
5. Trustee's Report
6. City Manager's Report
7. Audience Participation
8. Adjournment
    A. Proceed to City Council agenda

Filed this 13th day of February, 2014. Posted on the bulletin board in the lobby of the Clinton City Hall on February 13, 2014 at 2:00 p.m.

MINUTES OF CLINTON PUBLIC WORKS AUTHORITY MEETING
FEBRUARY 4, 2014

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 4, 2014, 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 January 31, 2014.

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

MAYOR: Seth Adams
COUNCIL: Don Rodolph, Wheeler Lowry, Jason Hulin, Mustafa Sami
CITY MANAGER: Steve Hewitt
CITY CLERK: Lisa Anders
CITY TREASURER: Debra Blanchard
CITY ATTORNEY: Ryan Meacham
NEWS MEDIA: Gerald Green
OTHERS: Randy Carpenter, Kris Wermy, Gene McCullough, Curtis Maloy, Stephen Jones ,Danny George, Conan Wilson, Julie Menge, Matt Jett and others.

Dan Day of the Ministerial Alliance 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 January 21, 2014
B. Consider Claims

Trustee Hulin asked about the two payments to PEC.

City Manager Steve Hewitt explained that the payments are for engineering services that are under contract. He said this is for the raw water and exploring for boring.

Trustee Hulin asked if trustees could review invoices for the boring.

City Manager Hewitt said that the billing for beyond the contract is considered miscellaneous engineering and is bored hourly. He said the invoices can be provided.

Trustee Lowry asked about the payments to Danny George. He also asked how engineers are selected and why PEC was chosen.

City Manager Steve Hewitt said that when he came to Clinton the Garver Engineers was the engineering firm and they presented a 40 year water plan that basically said to wait for rain. He brought in PEC to make a presentation to the Council regarding other water options. The Council approved a contract with PEC. He said they do the engineering work for water and wastewater. He explained that Joe Ridley has been used for engineering of water line and sewer lines for Robinson Addition and the LaQuinta.

Trustee Hulin asked if request for proposals were submitted by engineering firms.

City Manager Steve Hewitt said that request were received though the City Manager's office. He said recently the Airport had sent out Request for proposals for engineering projects at Clinton Regional Airport. He said that he had conducted the interviews of the three companies that made submittals.

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

Chairman put the motion to a roll call vote:

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

Chairman declared the motion carried.

AGENDA ITEM NO. 4 ACTION ITEMS

None

AGENDA ITEM NO. 5 TRUSTEE REPORT

Trustee Hulin said that Oklahoma Department of Transportation has been doing clean up along the north side of Clinton Lake. He asked if the City has plans for clearing in that area.

City Manager Steve Hewitt said he has discussed this with Severn Trent and they are working on a spring project for clearing around the lake.

AGENDA ITEM NO. 6: MANAGER'S REPORT

City Manager Steve Hewitt reported that the pump test that were scheduled for this week have been delayed due to the weather. He said he would notify Trustees of the rescheduled date. He also reported that the ice pigging will start on February 19th. He said the phosphate is up and running with no issues. He said it would continue to be monitored.

City Manager Hewitt said he met with SWODA representatives to discuss grants for funding that would help with test well expenses. He said the FEMA mitigation grants are 72/25 grants.

City Manager Hewitt reported on a meeting with the Clinton delegates of the Foss Master Conservancy District. He said they were open minded and he would continue the discussions with them. More should be known following their regular monthly meeting.

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, Sami, Lowry, Adams
Nay: None

Chairman declared the meeting adjourned at 5:35 p.m.

Clinton
Hub City of Western Oklahoma

Agenda Commentary

Item Title/ Subject: Land Lease Agreement Amendment Allied Waste (Republic)

Staff Source: City Manager, Steve Hewitt

Date: Feb. 13, 2014

Background/Subject Information:

Small section of Land (1.7 acres) is the current Allied (Republic) Transfer Station location. Allied owns the facility and rents the land. This is separate from our Trash Agreement (expires 2016 with unlimited 5 year term extensions). David Higgins took over as the new General Manager of Oklahoma late 2013 and we negotiated a new contract. However, corporate rejected a new long-term agreement. Corporate has submitted a 5 year amendment extention to the current lease.

Lease agreement had a $100.00 per month fee to the City; we have negotiated an increase of $125.00. This amendment would end 2019.

Recommendation:

Staff recommends (City Attorney has reviewed and approved).

Price/Cost: $1500.00 per year ($125.00 per month) Revenue to Solid Waste Authority

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (the "First Amendment"), is entered into this _____ day of _____ 2014 by and between CLINTON PUBLIC WORKS AUTHORITY, having its principal place of business at 415 Gary Boulevard, P.O. Box 1177, Clinton, Oklahoma, 73601 (hereinafter "Landlord"), and ALLIED WASTE SYSTEMS, INC., having its principal place of business at 7540 SW 59th Street, Oklahoma City, Oklahoma, 73179 ("Tenant").

RECITALS

WHEREAS, Landlord and Tenant entered into Lease Agreement dated November 2, 1993 (herein called the "Lease"), covering that certain parcel of land on East Commerce Street, Clinton, (the "Premises") situated in Custer County, State of Oklahoma, more particularly described as follows, to-wit:

> A tract of land located in the North half of the N.E. Quarter of section 36, Township 12 North, Range 17 W.I.H.; Beginning at a point on the north section line a distance of 895.0 feet east of the Northwest corner of Northeast Quarter of said section; thence, south and parallel to the West Quarter section line a distance of 360.0 feet; thence east and parallel to the north section line a distance of 300.0 feet; thence north 26 degrees, 33 minutes West a distance of 404.76 feet to a point on the north section line of said section; thence west along the north section line a distance of 115.0 feet to the point of beginning, containing 1.715 acres, more or less. All in Custer County, Oklahoma. All of the oil, gas and other minerals therein are reserved to Lessors and their assigns,

WHEREAS, Landlord and Tenant desire to amend the Lease to extend the Lease term by sixty (60) additional months, upon the terms and conditions described in this First Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained in this First Amendment and in the Lease, the parties agree as follows:

1. The provisions of this First Amendment shall supersede any inconsistent provisions contained in the Lease, regardless of whether such inconsistent provisions are contained in the printed portion of the Lease or any rider or addendum annexed thereto and made part thereof. All capitalized items not otherwise defined in this First Amendment shall have the same meanings ascribed to them in the Lease.

2. The Term of this First Amendment shall commence on March 1, 2014 and expire at midnight the last day of February, 2019.

3. Tenant is requesting no Tenant Improvements and agrees to accept the Premises in "As Is" condition.

4. Effective on and after the Effective Date, Base Rental for the Premises shall be adjusted to $125.00 per month.

5. This Agreement may not be changed orally, and shall be binding upon and shall inure to the benefit of the parties to I, their respective heirs, successors and, as permitted, their assigns.

6. Except as otherwise provided in this First Amendment, all terms and conditions of the Lease shall remain in full force and effect.

IN WITNESS HEREOF, Landlord and Tenant have duly executed this First Amendment to Lease Agreement as of the day and year first written above.

LANDLORD:

CLINTON PUBLIC WORKS AUTHORITY,
an Oklahoma Municipal Trust

By: _____
Seth Adams, Chairman of the Trustees

ATTEST:

[Seal]

_____
Secretary of the Trustees

TENANT:

ALLIED WASTE SYSTEMS, INC.
an Oklahoma Corporation

By: _____
David Higgins, General Manager

ATTEST:

[Corporate Seal]

Maurisa L Jenkins
Notary Public - State of Oklahoma
Commission #13005745
My Commission Expires 08/20/2017

LEASE AGREEMENT

THIS LEASE AGREEMENT ("the Lease") made this 2nd day of November, 1993, by and between the CLINTON PUBLIC WORKS AUTHORITY, having its principal place of business at 415 Gary Boulevard, P.O. Box 1177, Clinton, Oklahoma, 73601 (hereinafter "Landlord"), and TRI-COUNTY DISPOSAL, INC., having its principal place of business at 3612 South Highway 81, El Reno, Oklahoma, 73036 (hereinafter "Tenant");

W I T N E S E T H:

SECTION 1 - PREMISES

The Landlord hereby leases to the Tenant, and the Tenant hereby leases from the Landlord, upon and subject to the terms, conditions, covenants and provisions hereof, all of that certain tract, piece or parcel of land on East Commerce Street, Clinton, (the "Premises") situated in Custer County, State of Oklahoma, more particularly described as follows, to-wit:

> A tract of land located in the North Half of the N.E. Quarter of Section 36, Township 12 North, Range 17 W.I.M.; Beginning at a point on the north section line a distance of 895.0 feet east of the Northwest corner of Northeast Quarter of said section; thence, south and parallel to the West Quarter section line a distance of 360.0 feet; thence east and parallel to the north section line a distance of 300.0 feet; thence North 26° degrees, 33 minutes West a distance of 404.76 feet to a point on the north section line of said section; thence west along the north section line a distance of 115.0 feet to the point of beginning, containing 1.715 acres, more or less. All in Custer County, Oklahoma. All of the oil, gas and other minerals therein are reserved to Lessors and their assigns,
>
> [A diagram showing the location of the subject tract of land is attached hereto as Exhibit "A"]

together with any and all improvements, appurtenances and rights, including surface rights but less and except mineral rights, belonging or pertaining thereto. This Lease does not grant any rights the Landlord may hold as a government in trust for the general public, nor does it grant any interest in sub-surface mineral rights which are in conflict with the provisions of Section 21 of this Agreement.

SECTION 2 - USE OF PREMISES

The premises (sometimes hereinafter referred to as the "Solid Waste Transfer Station") are to be used for the processing of municipal solid waste to be transferred for disposal pursuant to a Solid Waste Disposal Agreement having been executed previous to this date between the Tenant and the Clinton Public Works Authority.

The Tenant shall not use the property for any other purpose without the express written permission from the Landlord, which will not be unreasonably withheld. In determining the reasonableness of the Agreement, or refusal to agree to other uses on the property, the primary consideration shall be the issue of an increased risk to the Landlord as the owner of the property under state and federal environmental laws and regulations as they now exist or as they may hereafter be amended.

Processing is hereby defined as sorting, baling, recycling, and any other appropriate, approved or legal means of handling or processing municipal solid waste, and shall be operated in conformance with all applicable state and federal laws and

regulations. Processing shall not include burying or disposal of any materials on the premises.

Tenant will not permit any hazardous waste or toxic chemicals to be stored, processed or disposed of in said premises.

SECTION 3 - TERM

The term of this Lease shall commence upon the "Effective Date", which shall be such time that this Lease is executed by both parties, and the Solid Waste Disposal Agreement between the Tenant and the Clinton Public Works Authority has been executed by each party thereto. Of and from the effective date, the terms shall be for a period of ten (10) years with an option to extend this Lease Agreement for two additional five (5) year periods.

SECTION 4 - PAYMENT

Tenant covenants and agrees to pay to the Landlord the sum of ONE-THOUSAND-TWO-HUNDRED ($1,200.00) per year during the term of this Agreement, payable at the rate of $100.00 per month.

SECTION 5 - STATE AND FEDERAL AUTHORIZATIONS

During the term of this Lease Agreement, the Tenant hereby covenants and agrees that it shall have an approved permit from the Department of Environmental Quality of the State of Oklahoma and such other permits that may be required by other state agencies and/or the federal government to operate a Solid Waste Transfer Station.

SECTION 6 - TAXES

Tenant shall, during the term of this Lease, pay and discharge punctually, as and when the same shall become due and payable, all

taxes, special and general assessments, and each and every installment thereof, which shall or may, during the term of this Lease Agreement, be charged, levied, assessed, imposed, become due and payable, with the respect to, the premises or any part thereof, together with all interest and penalties thereon, under or by virtue of all present or future laws, ordinances, requirements, orders, directives, rules or regulations of federal, state, county and city governments, and all other governmental authorities whatsoever. Additionally, the Tenant shall pay all sewer rents and charges for water, steam, heat, gas, hot water, electricity, light and power, and other utility services furnished to the premises during the term of this Lease, so long as the Tenant requests utility services.

SECTION 7 - IMPROVEMENTS, REPAIRS, ADDITIONS, REPLACEMENTS, DAMAGE

In addition to the Solid Waste Transfer Station to be constructed by the Tenant on the premises, pursuant to the Solid Waste Transfer Disposal Agreement being executed simultaneously this date, the Tenant shall have the right, at its own cost and expense, to construct on the premises such buildings, parking areas, driveways, walks and other similar and dissimilar improvements as the Tenant shall from time to time determine, provided that the same shall be in compliance with all then applicable building codes and ordinances of The City of Clinton or as they may be amended from time to time. This does not impair Landlord's rights to impose generally applicable building or utilities standards and conditions as a government. Further, such

improvements shall be related directly to the Waste Transfer Station.

7.1 Tenant shall, at all times during the terms of this Lease, and at its own cost and expense, keep and maintain, or cause to be kept and maintained, in good repair and condition (ordinary wear and tear excepted) all buildings and improvements at any time erected thereon. The Landlord shall not be required to furnish any services or facilities or to make any improvements, repairs or alterations in or to the premises during the term of this Lease Agreement.

7.2 Until the termination of this Lease, title to any building or buildings, or improvements situated or erected on the premises, and the equipment and other items installed thereon and any subsequent alteration, change or addition thereto, shall remain solely the property of the Tenant; and Tenant alone shall be entitled to deduct depreciation on Tenant's income tax returns for such building or buildings, equipment and/or other items, improvements, additions, changes or alterations.

7.3 Upon termination of this Lease Agreement, however brought about, Tenant shall quit and surrender the premises, and the buildings and permanent improvements thereon may be removed within a reasonable period of time, not to exceed ninety (90) days, after such termination at the option of

the Tenant, provided that any damage caused by reason of removal shall be repaired at the expense of the Tenant. Any buildings and permanent improvements remaining on the premises after a reasonable period following the expiration of the term of this Lease Agreement (not to exceed a period of ninety (90) days) shall be deemed abandoned by the Tenant and shall become the property of the Landlord.

7.4 All fixtures installed by the Tenant on the premises shall be the property of the Tenant, and may be removed by it at any time during the term of this Lease Agreement or during a reasonable period following the expiration of the Lease (not to exceed ninety (90) days). Any such fixtures remaining on the premises after the expiration of the term of this Lease Agreement shall be deemed abandoned by the Tenant and shall become the property of the Landlord.

7.5 The Tenant shall pay any and all taxes or increase in taxes relating to any buildings or improvements placed on the premises.

7.6 Any damages to the property, or equipment on the property, owned by the Tenant shall be repaired, replaced, or removed by the Tenant during the term of the Lease, and no later than the expiration of the Lease Agreement.

SECTION 8 - REQUIREMENTS OF PUBLIC AUTHORITY AND INDEMNITY

8.1 During the term of this Lease, Tenant shall, at its own cost and expense, observe and comply with all applicable laws, ordinances, requirements, orders, directives, rules and regulations of federal, state and local authorities, and of all other governmental authorities having jurisdiction over solid waste transfer stations or the premises or appurtenances thereto, or any part thereof, whether the same are enforced at the commencement of the term of this Lease or may in the future be enacted or adopted.

8.2 The Landlord agrees to execute and deliver any appropriate documents which may be necessary or proper to permit Tenant to contest the validity or application of any such law, ordinance, requirement, order, directive, rule or regulation, and fully cooperate with Tenant in such context.

8.3 The Tenant shall indemnify and hold Landlord harmless from any liability, damage or expense, including but not limited to, judgments or orders, whether judicial or administrative, expenses of investigation and reasonable attorney's fees, to which the Landlord may become subject to the extent resulting:

(a) as a result of any violation or alleged violation of any law or regulation, including but not limited to, actions by The State of Oklahoma or any agency thereof, or the federal

government, pursuant to CERCLA (42 U.S.C. § 9601, et seq.) the Resource Conservation and Recovery Act as amended, or any regulations promulgated thereunder;

(b) as a result of the Tenant's use of the premises or of its activities conducted thereon by Tenant, its agents or employees, with or without Tenant's knowledge or permission; or

(c) as a result of the negligence or willful misconduct of Tenant, its agents or employees;

(d) as a result of actions by the Tenant in the operation of the Solid Waste Transfer Facility pursuant to a agreement entered into simultaneously this date, which results in an action by The State of Oklahoma or any agency of the federal government pursuant to CERCLA (42 U.S. C. § 9601, et seq), the Resource Conservation and Recovery Act as amended, or any regulations promulgated thereunder by either the Environmental Protection Agency or the Department of Environmental Quality of the State of Oklahoma wherein the Landlord is named as a potentially responsible party as the owner of the lease premises.

All of the above indemnities as identified in

subparagraphs 8.3 (a) through (d) shall survive a termination of this Lease Agreement.

8.4 In the event the Tenant shall be in default under this Section 8, the Landlord, in addition to any and all remedies it may have in law under equity, may terminate this Lease upon written notice to the Tenant to be provided to the Tenant at its notice address as contained in this Lease Agreement.

SECTION 9. - COVENANT AGAINST LIENS

If, because of any act or omission of the Tenant, any Mechanics' Lien or other lien, including any lien known as a "Superfund Lien", under CERCLA or any other environmental statute then in existence, charge or order for the payment of money shall be filed against the Landlord or any portion of the premises, the Tenant shall, at its own expense, cause the same to be discharged of record or bonded within a reasonable period of time after written notice from the Landlord to Tenant of the filing of said lien.

SECTION 10. - TESTING OF THE PREMISES

The parties hereto acknowledge that the Landlord has caused to be conducted an Environmental Assessment of the property. The results of said Environmental Assessment have not been received as of this date. The Landlord hereby covenants and agrees to provide the results of said Environmental Assessment to the Tenant to establish that the subject premises are "environmentally clean" and contain no contamination subject to any federal or state law which

would require remediation of the site. In the event that the Environmental Assessment should return results from surface and sub-surface tests which determine that action levels for remediation have been established for any contamination at the site, Landlord covenants and agrees to conduct such remediation, or at its sole discretion, may substitute another location in the City of Clinton. Tenant covenants and agrees that it shall not begin any construction on said premises until the Environmental Assessment has been completed and provided to Tenant. Both parties acknowledge that the "Effective Date" of the Lease Agreement shall not commence until said reports have been received regarding the environmental condition of the property.

SECTION 11. - SIGNS

Tenant shall have the right to install, maintain or replace in, on, over, or in front of the premises, or in any part thereof, such signs and advertising matters the Tenant may desire; provided, however, that such signs shall relate only to the use of the premises by the Tenant and the Tenant shall comply with any applicable requirements of governmental authorities having jurisdiction, and shall obtain any necessary permits for such signs.

SECTION 12. - INSURANCE

The Tenant shall provide at its sole expense, and keep in force during the term of this Lease Agreement, general liability insurance in a good and solid insurance company or companies licensed to do business in the state of Oklahoma, as selected by

the Tenant, in the following amounts:

COVERAGE	LIMITS OF LIABILITY
Workers' Compensation	Statutory Requirements
Property Damage/Bodily Injury Liability except automobiles	$1,000,000.00 per occurrence
Automobile, Bodily Injury Liability	$1,000,000.00 per occurrence;

Operator shall name the Authority and The City of Clinton as an additional insured on said policies.

During the term of this Lease Agreement, the Tenant shall keep all buildings and improvements erected by the Tenant on the premises at all times insured for the benefit of the Tenant against loss or damage by fire and customary extended coverage. All such policies of certificates thereof shall be held by the Tenant.

In the event the Tenant chooses to purchase environmental insurance, the Tenant shall have Landlord made an additional insured under the policy at Tenant's expense. In the event the Tenant is required by law to obtain environmental and pollution liability, insurance for non-sudden and accidental occurrences at the Transfer Facility, Tenant shall provide the Landlord with a copy of the Certificate of Insurance provided to the regulatory agency imposing the insurance requirement.

SECTION 13. - UTILITY EASEMENTS

Tenant shall have the right to enter into reasonable agreements with utility companies creating temporary easements in favor of such companies as are required in order to service the

premises, and Landlord covenants and agrees to consent thereto and to execute any and all documents, agreements and instruments, and to take all other actions in order to effectuate the same, all at Tenant's cost and expense.

SECTION 14. - EXECUTION OF DOCUMENTS BY LANDLORD

The Landlord represents and warrants that it shall execute, acknowledge and deliver any instrument or instruments required of the Landlord to effectuate the provisions of this Lease Agreement.

SECTION 15. - QUIET ENJOYMENT AND LANDLORD'S REPRESENTATIONS, WARRANTIES AND INDEMNITY

15.1 The Tenant, upon paying the rent and additional rent (if any) and all sums and charges to be paid by it as herein provided, in observing and keeping all covenants, warranties, agreements and conditions of the Lease on its parts to be kept, shall quietly have and enjoy the premises during the terms of this Lease.

15.2 Landlord makes the following representations and warranties to Tenant, all of which shall survive termination of this Lease:

15.2.1 Landlord has fee simple title to the premises and the power and authority to execute and deliver this Lease and carry out and perform all covenants to be performed by it hereunder.

15.2.2 The premises are free from all mortgages, encumbrances, liens, violations of law, leases, tenancies, easements, restrictions and agreements of any kind whatsoever affecting

the premises, except as may be expressly noted in Exhibit 1 attached hereto and made a part hereof, provided that if there shall be any outstanding oil, gas or other mineral exploration, mining or development leases or rights affecting the surface or mineral estate of the premises, Landlord shall promptly undertake to eliminate, amend or restrict such leases or rights in a way that Tenant's contemplated use and enjoyment of the premises is not hindered or delayed.

15.2.3 At the time of the commencement of the term on the "Effective Date", sole and undisturbed physical possession of the entire premises will be delivered to Tenant, free and clear of all encumbrances, liens, defects in title, violations of law, leases, tenancies, easements, restrictions and agreements, except as set forth above.

15.2.4 Landlord has not received notice of, and to the best of Landlord's knowledge, there are no violations of, any governmental rules, regulations, or orders with regard to the use or condition of the premises.

15.2.5 All the premises are contiguous.

15.2.6 No portion of the premises has been, or to the

best knowledge of the Landlord is likely to be, designated as a historical monument or landmark by any government agency having such authority to do so. There are no graveyards on the premises, to the best knowledge of the Landlord.

15.2.7 At Tenant's request, Landlord shall execute any application for zoning, special or conditional use permits, variances, site assignments and other land use approvals necessarily advisable in connection with the Tenant's contemplated use of the premises.

SECTION 16. - DEFAULTS

16.1 In the event of any one or more of the following events shall have occurred and shall have not been remedied as hereinafter provided, Landlord shall or may take actions as provided in Section 16.2.

(a) The occurrence of any event set forth in Section 17 (Bankruptcy and Insolvency) without appearing the same as therein provided;

(b) Tenant's failure to pay any rent when the same shall be due and payable and the continuance of such failure for a period of ten (10) days after the receipt by Tenant of notice in writing from Landlord;

(c) Tenant's failure to materially perform any of the

other covenants, conditions and agreements herein contained on the Tenant's part to be kept or performed, and the continuance of such failure without the curing of the same for a period of thirty (30) days after the receipt by Tenant of the notice in writing from the Landlord specifying in detail the nature of such failure, and provided Tenant shall not cure such failures provided in Section 16.2 of this Section.

16.2 The Landlord may, at its option, give Tenant a notice of election to end the term of this Lease Agreement upon a date specified of such notices, which date shall not be less than ten (10) business days (Saturdays, Sundays and legal holidays excluded) after the receipt by Tenant of such notice from the Landlord, and upon the date specified in said notice, the term and estate hereby vested in Tenant shall cease and any and all right, title and interest of Tenant hereunder shall likewise cease without further notice or lapse of time, as fully and with like effect as if the entire term of this Lease had elapsed but Tenant shall continue to be liable to the Landlord as hereinafter provided. The curing of any default(s) within the above time limits by any of the aforesaid parties or combination thereof shall constitute a curing of any default(s) with like effect as if the Tenant has cured the same hereunder.

In the event that Landlord gives notice of a default of such nature that it can not be cured within such period as set forth above, then such default shall not be deemed to continue so long as Tenant, after receiving such notice, proceeds to cure the default as soon as reasonably possible and continues to take all steps necessary to complete the same within a period of time which, under all prevailing circumstances, shall be reasonable. No default shall be deemed to be continuing and not cured if and so long as Tenant shall be proceeding to cure the same in good faith or be delayed in, or prevented from, curing the same by the occurrence of any event specified in Section 16 hereof.

16.3 Notwithstanding anything to the contrary contained in this Section 16, in the event that any default(s) of the Tenant shall be cured in any manner, such default(s) shall be deemed not to have occurred, and Tenant's rights hereunder shall continue unaffected by such default(s).

16.4 Upon any termination of the term of this Lease pursuant to Paragraph 16.1 of this Section 16 or at any time thereafter, Landlord may, in addition to and without prejudice or any other rights and remedies Landlord shall have at law or in equity, re-enter the Premises and recover possession thereof and dispossess any or all occupants of the Premises in the manner prescribed by the statute relating to summary proceedings, or similar

statutes; but Tenant, in such case, shall remain liable to Landlord as hereinafter provided.

16.5 In case of any such default, re-entry, expiration and/or dispossession by summary proceedings:

1. Rent shall become due thereupon and be paid up to the time of such re-entry, expiration and/or dispossession and

2. Landlord shall use its best efforts to litigate all damages and relet the Premises or any part of parts thereof, either in the name of Landlord or otherwise, for a term equal to or exceeding the period which would otherwise have constituted the balance of the term of this Lease, provided, Landlord shall not grant unreasonable concessions or free rent.

SECTION 17 - BANKRUPTCY AND INSOLVENCY

If, after the commencement of the term of this Lease:

A. The Tenant shall be adjudicated a bankrupt or adjudged to be insolvent;

B. A receiver or trustee shall be appointed for the Tenant's property and affairs;

C. The Tenant shall make an assignment for the benefit of creditors or shall file a petition in bankruptcy or insolvency or for reorganization or shall make application for the appointment of a receiver; or

D. Any execution or attachment shall be issued against the tenant, whereby the Premises or any building or buildings or any improvements thereon shall be taken or occupied, or attempted to be taken or occupied, by someone other than the Tenant, except as may herein be permitted, and such adjudication, appointment, assignment, petition,

execution or attachment shall not be set aside, vacated discharged or bonded within one hundred twenty (120) days after the issuance of the same, then a default hereunder shall be deemed to have occurred so that the provisions of Section 16 hereof shall become effective and Landlord shall have the rights and remedies provided for therein.

Notwithstanding anything to the contrary hereinabove contained, however, upon the occurrence of a default pursuant to this Section 19, if Rent due and payable hereunder shall continue to be paid and the other covenants, conditions, and agreements of this Lease on Tenant's part to be kept and performed shall continue to be kept and performed, no event of default shall have been deemed to have occurred and the provisions of Section 19 hereof shall not become effective.

SECTION 18 - WAIVERS

Failure of Landlord or Tenant to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by Landlord or Tenant at any time, express or implied, or any breach of any provisions of this lease, shall be deemed a waiver or a breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provisions.

SECTION 19 - MAINTENANCE OF TITLE

Landlord shall pay off, satisfy and discharge, as each becomes due, all mortgages, encumbrances or liens whatsoever which ma exist

or be payable for, on or against the fee title to the Premises during the term of this Lease; and upon Landlord's default, Tenant, at Tenant's option, but without any duty to do so, may satisfy or discharge any such valid mortgages, encumbrances or liens and thereupon be subrogated to the rights and remedies of the holder thereof, have a lien against the Premises therefore and in addition thereto may retain and apply the rents accruing hereunder toward satisfying same or toward reimbursing Tenant.

SECTION 20 - FORCE MAJEURE

In the event that Landlord or Tenant shall be delayed in, hindered in or prevented from the performance of any act required hereunder by reason of inability to procure materials, failure of power, restrictive Governmental laws or regulations (whether valid or invalid), judicial or administrative orders, riots, insurrection, the act, failure to act or default of the other party, war or other reason beyond their control, then performance of such act shall be excused for the period of the delay and the period of the performance of any such act shall be extended for a period equivalent to the period of such delay.

SECTION 21 - MINERAL RIGHTS

21.1 The Landlord represents and warrants to the Tenant that the Premises are not subject to any lease or agreement for the exploration or development of any mineral or substance (including, but not limited to oil, gas, lignite, uranium, sulphur, sand and gravel) whether solid, liquid or gas, however produced or extracted,

lying upon, in or underlying the Premises.

21.2 During the term of this Lease, Landlord will not, except as provided for in Section 21.3, explore for or develop any mineral or substance lying upon or underlying the Premises, and further not enter into or execute any lease or agreement for the exploration or development of any mineral or substance lying upon or underlying the Premises, except for oil and/or gas in accordance with the terms of this Lease. During the term of this Lease, Landlord will not conduct nor grant to third parties the right to conduct seismic explorations or soil borings or core tests upon the Premises except with the prior written consent of Tenant.

21.3 The Landlord shall have the right to conduct oil and/or gas operations upon the Premises; provided however, that such oil and/or gas operations shall only be conducted upon the portion of the Premises which have no effect on the operations of the Transfer Station or lie outside the perimeter of the Transfer Station and at surface location (including drill sites) which have been previously approved in writing by the Tenant, and subject to the payment by Landlord to Tenant of reasonable costs for the use of the Premise for oil and/or gas operations (including, but not limited to drilling, producing, marketing, transportation and ingress and egress to the operations) conducted upon the Premises. Landlord agrees

to indemnify and hold Tenant, its agents, employees or invitees harmless against any and all claims, demands, damages, costs and expenses including reasonable attorneys' fees, for the defense of, or arising from the conduct of Landlord, its agents, employees, assignees, or lessees in the conduct of oil and/or gas operations on the Premises.

21.4 Landlord expressly agrees that all oil and/or gas operations or leases or agreements for the exploration and development of oil and/or gas, upon the Premises shall be subordinate to and inferior to all rights of the Tenant created under this Lease and shall not interfere with the Tenant's use of the Premises

SECTION 22 - NOTICES

22.1 Every notice, approval, consent or other communication authorized or required by this Lease shall not be effective unless same shall be in writing and sent postage prepaid by United States registered or certified mail, return receipt requested, directed to the other party at its address hereinabove first mentioned, or such other party at its address hereinabove first mentioned, or such other address as either party may designate by notice given pursuant to this Section 23.

22.2 With respect to any claim for indemnification, the party claiming a right to indemnity shall (i) give written notice thereof within a reasonable period following the

event or occurrence as to which the right to indemnification is or may be asserted and (ii) allow the other party (including its employees, agents and counsel) reasonable access to any of its employees, property and records for the purpose of conducting an investigation of such claim and for the purpose of obtaining statements, photographs, and chemical analysis and taking such other steps as may be necessary to preserve evidence of the occurrence on which the claim in based; provided, however, such access to the Landlord's employees, property and records shall be limited to the following departments of the Landlord; the Department of Sanitation and the Utilities Department of their successors.

SECTION 23 - GOVERNING LAW

This Lease, and the performance hereof, shall be governed, interpreted, and construed and regulated by the laws of the State of Oklahoma.

SECTION 24 - PARTIAL INVALIDITY

If any term, covenant, condition or provision of this Lease or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

SECTION 25 - SHORT FORM LEASE

The parties will at any time, at the request of either one, promptly execute duplicate originals of an instrument, in recordable form, which will constitute a short form of this Lease, setting forth a description of the Premises, the term of this Lease and any other portions thereof, excepting the rental provisions, as either party may request.

SECTION 26 - INTERPRETATION

Wherever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa, as the context shall require. The section headings used herein are for reference and convenience only and shall not enter into the interpretation hereof. This lease may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

SECTION 27 - ENTIRE AGREEMENT

No oral statement or prior written matter shall have any force or effect. Tenant and Landlord agree that they are not relying on any representations or agreements, other than those contained in this Lease and the attached exhibits hereto, which are made a part hereof. This Lease shall not be modified, except by a writing subscribed by all parties.

SECTION 28 - NON-ASSIGNABILITY

28.1 Tenant may not surrender, assign or sublet this lease or any portion of the Premises.

28.2 That Landlord will not convey or encumber the Premises unless such conveyance or encumbrance is specifically subrogated to this Lease and Tenant's rights and responsibilities hereunder; further, after the termination of this Lease the Landlord will take no action, conveyance, encumbrance or use of the Premises that would inhibit or prohibit Tenant from taking whatever action necessary to fulfill its obligations and responsibilities for reclamation and restoration of the Premises in satisfaction of the regulations of the Oklahoma State Department of Health or the Environmental Protection Agency or any other federal or state agency then having regulatory authority over Solid Waste Transfer Stations.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

LANDLORD:

CLINTON PUBLIC WORKS AUTHORITY,
an Oklahoma Municipal Trust

By: _____
Don Rodolph, Chairman of the Trustees

ATTEST:

[Seal]

_____
Secretary of the Trustees

TENANT:

TRI-COUNTY DISPOSAL, INC.
an Oklahoma Corporation

By: William E. Turner
William Turner, President

ATTEST:

[Corporate Seal]

Sheri Turner
Sheri Turner, Secretary

VERIFICATION

STATE OF OKLAHOMA)
) ss:
COUNTY OF CUSTER)

I, Don Rodolph, of lawful age, being first duly sworn, state that I am the Chairman of the Clinton Public Works Authority, above named; that I have read and understand the foregoing Lease Agreement, and that I executed the same in my capacity as Chairman of the Clinton Public Works Authority.

Don Rodolph
Don Rodolph

SUBSCRIBED and sworn to before me this 2nd day of November, 1993.

Glendene Goucher
Notary Public

My Commission Expires:

May 7, 1997

VERIFICATION

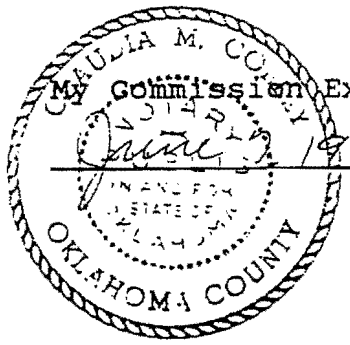
STATE OF OKLAHOMA)
) ss:
COUNTY OF CUSTER)

I, William Turner, of lawful age, being first duly sworn, state that I am the President of Tri-County Disposal, Inc., above named; that I have read and understand the foregoing Lease Agreement, and that I executed the same in my capacity as President of Tri-County Disposal Service, Inc.

William E Turner
William Turner

SUBSCRIBED and sworn to before me this 2nd day of November, 1993.

Claudia M. Carlson
Notary Public

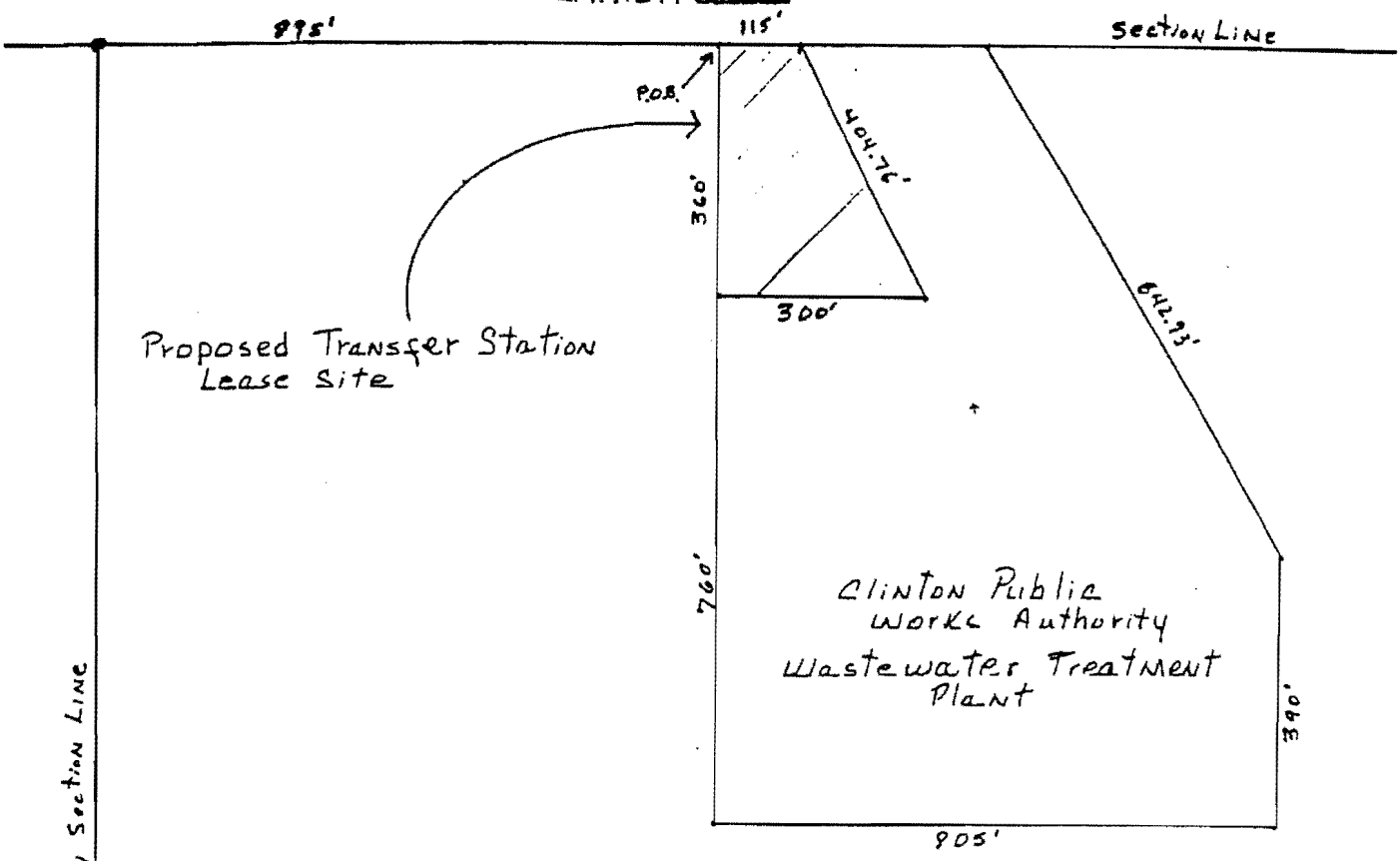


My Commission Expires:
June 3, 1996

MSS\Clinton\Lease.002

R. 17 W.

EXHIBIT A



LEGAL DESCRIPTION

Site for Lease to Tri County Disposal for Clinton Transfer Station

A tract of land located in the North Half of the N. E. Quarter of Section 36, Township 12 North, Range 17 W.I.M.; Beginning at a point on the north section line a distance of 895.0 feet east of the Northwest corner of Northeast Quarter of said section; thence, south and parallel to the West Quarter section line a distance of 360.0 feet; thence east and parallel to the north section line a distance of 300.0 feet; thence North 26° degrees, 33 minutes West a distance of 404.76 feet to a point on the north section line of said section; thence west along the north section line a distance of 115.0 feet to the point of beginning, containing 1.715 acres, more or less. All in Custer County, Oklahoma. All of the oil, gas and other minerals therein are reserved to Lessors and their assigns.

Size of tract: 1.715 acres, more or less

36

¼ Section Line

PUBLIC NOTICE OF A REGULAR MEETING
OF THE CITY COUNCIL
TUESDAY, FEBRUARY 18, 2014 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Meeting status: Completed

1. Call to Order

2. Opening Prayer /Pledge Trisha Townsend, Ministerial Alliance

3. Consent Agenda

    A. Consider Approval of Minutes on February 4, 2014

4. Action Items:

    A. Consider Proclamation regarding AMBUCS

    B. Consider bids on Oil and Gas Lease on Cemetery property

    C. Consider bids on Two Police Units

    D. Consider bids for Swimming Pool Filter and Pumps

    E. Consider bids for Swimming Pool Guttering

    F. Consider condemnation of property at 500 North 17 th – Owner: Yvette Cavazos Caben

    G. Consider Memorandum of Understanding with Fetch, Inc.

    H. Consider Agreement with Fetch, Inc .

    I. Consider City of Clinton Citizens Participation Plan regarding Community Development Block Grant

    J. Consider Resolution #822 regarding Community Development Block Grant for 2014 Community Revitalization

    K. Consider Resolution #823 regarding funding for 2014 Community Development Block Project

    L. Consider and schedule Governing Board Training with Oklahoma Municipal Assurance Group

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

Filed this 13th day of February, 2014. Posted on the bulletin board in the lobby of the Clinton City Hall on February 13, 2014 at 2:00 p.m.

MINUTES OF THE CLINTON CITY COUNCIL
FEBRUARY 4, 2014

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 4, 2014 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 Friday, January 31, 2014.

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

MAYOR: Seth Adams
COUNCIL: Don Rodolph, Wheeler Lowry, Jason Hulin, Mustafa Sami
CITY CLERK: Lisa Anders
CITY TREASURER: Debra Blanchard
CITY ATTORNEY: Ryan Meacham
NEWS MEDIA: Gerald Green
OTHERS: Randy Carpenter, Kris Wermy, Gene McCullough, Stephen Jones, Curtis Maloy, Danny George, Conan Wilson, Julie Menge, David Crabtree, Matt Jett and others.

Dan Day of the Ministerial Alliance 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 January 21, 2014
B. Consider Claims

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

Mayor put the motion to a roll call vote:

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

Mayor declared the motion carried.

AGENDA ITEM NO. 4 ACTION ITEMS

4A. REQUEST AUTHORIZATION TO GO TO BID ON STREET GRINDING AND OVERLAY

City Manager Steve Hewitt explained that staff has evaluated streets regarding grinding and overlay. He said that the budget includes $200,000.00 for street repairs.

Councilman Hulin asked if the list should not identify the street that are intended for grinding and the streets that are intended for overlay. He said that 5th from Orient to Dougherty had some overlay last year. He said more information is needed before it could be put out to bid.

Public Works Director Stephen Jones said the streets would be measured and that information would be included in the bid document.

Councilman Hulin asked if the City would core the streets and not mill and have some soft spots.

Jones said the milling would be in areas where the curb and guttering is obsolete.

Councilman Rodolph asked that this be delayed so that preliminary work can be done before bids identify streets to be milled. He said streets would need to be cored before a recommendation could be made. He said there are streets in Ward Two he would like to see included.

City Manager Steve Hewitt said there is no issue regarding delaying the project. He said staff is trying to get the project completed before the end of the fiscal year.

Motion was made by Councilman Rodolph and seconded by Councilman Sami to table the agenda item until the February 18th meeting to allow time for more information.

Mayor put the motion to a roll call vote:

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

Mayor declared the motion carried.

4B. CONSIDER JETT DISTRIBUTING/MARS ROAD EXPANSION

City Manager Steve Hewitt reported that Matt Jett has been looking to expand his business and the City of Clinton wants to partner with a local business. He said that discussion of extending Mars Road would help with the expansion. He said he had met with Public Service regarding a mini road grant. He said pending the approval, this would impact Jett Distributing.

Councilman Rodolph recommended approving the expansion and hiring someone to do the work.

City Manager Hewitt said that local companies can do the work.

Motion was made by Councilman Rodolph and seconded by Councilman Hulin to approve the expansion of Jett Distributing/ Mars Road.

Mayor put the motion to a roll call vote:

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

Mayor declared the motion carried.

AGENDA ITEM NO 5.COUNCIL REPORT

None

AGENDA ITEM NO. 6: MANAGER'S REPORT

City Manager Steve Hewitt reported that the keys to the new Fire Station have been received by City officials. He said there is still a punch list of items that should be completed with the next couple of weeks. He said that staff will begin moving and that the tile work will need to be completed. He estimated it to be about 30 days of work. He said a ribbon cutting ceremony/ open house would be planned.

City Manager Hewitt reported that he is working with SWODA on a Community Revitalization grant for up to $150,000 for a ladder truck. He said this item had been delayed due to the construction of a new facility. He said that a good used ladder truck would be priced. A public hearing will be held at the February 18th meeting to allow public input on the topic.

AGENDA ITEM NO. 7 : AUDIENCE PARTICIPATION

None

AGENDA ITEM NO. 8: ADJOURNMENT

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

Mayor put the motion to a roll call vote:

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

Mayor declared the meeting adjourned at 6:00 p.m.

Clinton
Hub City of Western Oklahoma

Agenda Commentary

Item Title/ Subject: **Street Grinding and Overlay**

Staff Source: **Stephen Jones, PWA Director**

Date: January 30, 2014

History/Background Information:

This is to address the yearly issue of repairing or extending the life of the streets in Clinton.

Subject Summary:

I worked with Monty Proffitt, Street Supervisor, to discuss the $200,000.00 in the budget for this project. I want to spend the total budget on overlaying this year because the need is up from previous years. The Street Department will crack seal the streets that won't get overlaid.

Recommendation:

Go to bid by the second meeting in February.

Price/Cost:

Of the $200,000.00 that is budgeted for this project, grind if necessary and overlay.

Possible Grinding and Overlay 2014

Ward 1

5th from Orient to Dougherty

Nowahy from 4th to 9th

Littel from 16th to 20th

16th from Nowahy to Dougherty

Dunn from 5th to 6th

Ward 2

Regency

Hayes from 28th to 30th

13th from Modelle to Jaycee

13th from Nowahy to Gary

24th from Modelle to Hayes

Sunset Dr. from cul-de-sac to 2335 Sunset Dr.

Ward 3

Rawlings from 28th to Corbin

Lexington from the Trenton to Camden

Camden

Concord

Camelot from Lexington to Concord

Ward 4

10th from Gary to Neptune

13th from Gary to Modelle

Terrace from 4th to 6th

Opal from 4th to 5th

7th from Opal to Modelle

Hayes from 11th to 13th

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 2014 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

NOTICE OF MINERAL LEASE
BY SEALED BID TO BE OPENED FEBRUARY 18, 2014

Sealed bids will be accepted at the City Clerk's Office, City Hall, Clinton, Oklahoma not later than 5:30 P.M., Tuesday, February 18, 2014 for the lease of approximately 30 acres of land located in Custer County. Bids need to be marked on the outside of the envelope **"MINERAL BIDS".** Bids may be mailed to the Office of the City Clerk at P.O. Box 1177 Clinton, OK 73601. Bidders submitting sealed bids by the stated time may raise their written bid orally at the time the bids are opened. If additional information is need regarding this property, you may call the Clerk's Office at City Hall at 580-323-0265.

Legal: Section 34, Township 12 North, Range 17 West, approximately 30 acres in the NW corner of the NW/4 of the section in Custer County, Oklahoma

Terms of Lease: Lease will be on a form prescribed by the Clinton City Council. The minimum terms of the lease will be $1,000 per acre and 3/16th of gross production at the wellhead for three years. Companies should be prepared to submit an amount equal to 10% of the sealed bid price to the City Clerk on the night of the bid auction. Checks will be held for 30 days in anticipation of completion of the contract terms. Should the contract not be completed within 30 days, the City of Clinton, at its sole discretion, may return the above-mentioned check and declare the auction null and void and advertise for bids at a later date.

The property is more specifically known as The Clinton Cemetery. No drilling will be allowed in the cemetery nor the 10 acres to the South of the cemetery.

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

Dated: January 17, 2014
Steve Hewitt
City Manager
Clinton, OK

FORM OF BID FOR LEASING OIL AND GAS

CITY OF CLINTON, OKLAHOMA

Date of Sale: February 18, 2014

Legal: 30.0 acres more or less located in the NW corner of the NW/4 of Section 34, Township 12 North, Range 17 West of Custer County, Oklahoma.

We offer a total cash bonus of $_____ per acre if awarded a lease on the above described tract, and agree to execute and comply with all rules and regulations made and provided for in the regular lease form adopted by the City of Clinton.

Our remittance in the amount of $_____ (10% of the bonus bid) is attached to cover bid submitted by the undersigned, on this date.

If awarded this lease, we request the lessee be designated as follows, to-wit:

Lessee: _____

Address: _____

_____

_____

Broker: _____

Address: _____

_____

Dated this _____, day of _____, 2014.

Clinton
Hub City of Western Oklahoma

Agenda Commentary

Item Title/ Subject: Clinton Municipal Pool Filter/ Pumps/ Gutter Rehab

Staff Source: Kris Wermy, Director of Parks and Recreation

Date: 1/9/2014

History/Background Information: The pool was opened the summer of 1989 and at that time one of the largest public pools in western Oklahoma. It also had the longest water slide that you could access all in one area. It was also comprised of two 1 meter diving boards, one 3 meters high dive, zero entry kiddie pool and a fully operational concession stand. Patrons would come as far away as Altus and it wasn't uncommon for groups like churches, baseball team and etc. of 50 or more just for the slide. Currently we average approximately 9000 general admissions, 10 single memberships and 55 family memberships for each summer.

Subject Summary: Since opening its doors in the summer of 1989 there have been no major upgrades to the pool. The majority of the original parts/equipment is still in place and was being used through the end of this last summer.

For the last 20+ years, the water that is pumped into the pool every year is cleaned by 4 filter tanks. The types of filters are comprised of pea gravel, sand and made out of cast iron. Over the last couple of years the iron has been rusting and flaking off, seals have been cracking and small leaks have started to develop on the exterior side of takes. Once the pool closed for the summer, I had taken the media out of one of the tanks to find the inner wall pitted. Further investigation showed multiple cracks in welds and on pressure joints.

As you are aware, this past summer I have had to replace an impeller on a pump. The pumps we have are no longer in production and neither are parts. I had to have someone fabricate an impeller with the hopes that it would work. Once we received the part it took two days to get the pump run without the impeller hitting the inside of the pump. The pumps are what basically push the water through the filters to get cleaned. By law all the water in the pool has to have run

through the filter once in 6 hours. Our current pumps barely keep up with this rate and at the end of each season we have to send pumps off for maintenance to be performed in hopes that it will make it through another season.
There is fiberglass grating integrated guttering around the pool, just below the deck that aids in cleaning the water surface debris. Initially when the pool was built, it had underwater lighting mounted in the gutter. This allowed for extended pool hours and to have more pool rentals. Also the pool has an automatic fill valve that is activated when the water level reached a certain level. This is supposed to aid in conserving chemicals that are added to maintain state laws that are in place to keep patrons safe.
Currently the coating that was on the fiberglass is completely gone due to years of wear and tear. The stainless steel supports that hold the fiberglass grating and that are supposed to hold the weight of anyone walking on them have pulled out of the gutter wall in multiple locations. The gutter is in such poor condition that the supports are unable to be re-anchored in.
With the lighting, it is my understanding that when the lights burned out the bulbs and housing were uninstalled and filled in with plaster and concrete. This process once completed reduced the integrity of the gutter and didn't leave it water tight.
With any pool, the water has to be circulated. There are small nozzles connected to a main line that runs the length of the gutter system throughout the pool, underwater that perform this task. Over the years due to the pool being drained and not covered, the nozzles and pipe are exposed to the elements. The process of draining a pool for any length of time causes multiple costly problems. When we get a large amount of moisture, it causes the pool to become buoyant and rise out of the ground. This causes cracks in the shell of the pool, deck and sloping of the deck. It also forces the circulation line to break in multiple areas.
With the gutter system not working as intended, it is costing additional funds to maintain chemical and water levels throughout the summer.

Recommendation: To replace filters, pumps and gutters as soon as possible to be able to open Memorial Day weekend 2014. Also to look ahead to 2014-15 budget and make plans for a cover for the main pool. If these issues I have listed above are not addressed immediately I cannot open the pool.

Price/Cost:

Filter/Pumps: $79,351.45

Replacement of Guttering: $178,640.00

Total: $257,991.45

BID NOTICE

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

Clinton Municipal Swimming Pool Filters and Pumps
Clinton, OK

Sealed bids shall be submitted to the Office of the City Clerk, 415 Gary Boulevard, Clinton, Oklahoma, 73601, no later than Tuesday, February 18, 2014, 5:30 P.M, in a sealed envelope marked "**FILTER AND PUMPS**".

Properly submitted bids will be opened for consideration at a regular meeting of the Clinton City Council of Clinton, Oklahoma at 5:30 P.M. Tuesday, February 18, 2014 at Clinton City Hall.

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)

Bidders shall accompany their bids with a Cashiers or Certified Check issued by a bank satisfactory to the Owner, or a Bid Bond from a reliable Surety in an amount not less than five percent (5%) of the bid submitted as a guaranty that the Bidder will enter into a contract and execute a bond and guaranty within twenty (20) days after Notice of Award of contract to him. Bids without the required check or Bid Bond will not be considered.

The successful bidder must furnish Bonds (Payment and Performance) in the amount of 100% of the total contract price.

The Clinton City Council reserves the right to reject any and all bids and to accept the bid which best meets the needs of the City.

All bidders are invited to attend the bid opening.

Steve Hewitt
City Manager
City of Clinton, OK.

1. Water circulation pump to replace 20HP pump that supports 323,000 gallons of water.
2. Water circulation pump to replace 10HP for slide plunge pool that consist 14,430 gallons of water.
3. Water pump to replace 30HP that sends the water in the plunge pool to the top of a 200ft water slide.
4. Replacement of all parts and installation of 2 sand filter tanks and media. These 2 tanks should be able to sufficiently filter 323,000 gallons of chlorinated water.
5. Replacement of all parts and installation of 1 sand filter tank and media. This tank should be able to sufficiently filter 14,430 gallons of water.
6. Replacement of all parts and installation of 3 automatic chemical controllers to be able to use in conjunction with Sani-Tower chlorinators. Controllers should come with digital readouts of chlorine/ pH levels and temperature of water.
7. Engineering compliance report to Department of Health, to insure all equipment complies with all current rules and regulations.

BID FORM

FOR

CITY OF CLINTON
CLINTON MUNICIPAL SWIMMING POOL FILTERS AND PUMPS

BASE BID TO MEET ALL SPECIFICATIONS $_____

BIDDER INFORMATION

COMPANY NAME_____

ADDRESS:_____

CITY:_____

OFFICE PHONE: _____ CELLULAR PHONE: _____

WEB SITE: _____

PERSON PREPARING BID:_____

SIGNATURE OF BIDDER GUARANTEEING BID:_____

Clinton
Hub City of Western Oklahoma

Agenda Commentary

Item Title/ Subject: Clinton Municipal Pool Filter/ Pumps/ Gutter Rehab

Staff Source: Kris Wermy, Director of Parks and Recreation

Date: 1/9/2014

History/Background Information: The pool was opened the summer of 1989 and at that time one of the largest public pools in western Oklahoma. It also had the longest water slide that you could access all in one area. It was also comprised of two 1 meter diving boards, one 3 meters high dive, zero entry kiddie pool and a fully operational concession stand. Patrons would come as far away as Altus and it wasn't uncommon for groups like churches, baseball team and etc. of 50 or more just for the slide. Currently we average approximately 9000 general admissions, 10 single memberships and 55 family memberships for each summer.

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For the last 20+ years, the water that is pumped into the pool every year is cleaned by 4 filter tanks. The types of filters are comprised of pea gravel, sand and made out of cast iron. Over the last couple of years the iron has been rusting and flaking off, seals have been cracking and small leaks have started to develop on the exterior side of takes. Once the pool closed for the summer, I had taken the media out of one of the tanks to find the inner wall pitted. Further investigation showed multiple cracks in welds and on pressure joints.

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through the filter once in 6 hours. Our current pumps barely keep up with this rate and at the end of each season we have to send pumps off for maintenance to be performed in hopes that it will make it through another season.

There is fiberglass grating integrated guttering around the pool, just below the deck that aids in cleaning the water surface debris. Initially when the pool was built, it had underwater lighting mounted in the gutter. This allowed for extended pool hours and to have more pool rentals. Also the pool has an automatic fill valve that is activated when the water level reached a certain level. This is supposed to aid in conserving chemicals that are added to maintain state laws that are in place to keep patrons safe.

Currently the coating that was on the fiberglass is completely gone due to years of wear and tear. The stainless steel supports that hold the fiberglass grating and that are supposed to hold the weight of anyone walking on them have pulled out of the gutter wall in multiple locations. The gutter is in such poor condition that the supports are unable to be re-anchored in.

With the lighting, it is my understanding that when the lights burned out the bulbs and housing were uninstalled and filled in with plaster and concrete. This process once completed reduced the integrity of the gutter and didn't leave it water tight.

With any pool, the water has to be circulated. There are small nozzles connected to a main line that runs the length of the gutter system throughout the pool, underwater that perform this task. Over the years due to the pool being drained and not covered, the nozzles and pipe are exposed to the elements. The process of draining a pool for any length of time causes multiple costly problems. When we get a large amount of moisture, it causes the pool to become buoyant and rise out of the ground. This causes cracks in the shell of the pool, deck and sloping of the deck. It also forces the circulation line to break in multiple areas.

With the gutter system not working as intended, it is costing additional funds to maintain chemical and water levels throughout the summer.

Recommendation: To replace filters, pumps and gutters as soon as possible to be able to open Memorial Day weekend 2014. Also to look ahead to 2014-15 budget and make plans for a cover for the main pool. If these issues I have listed above are not addressed immediately I cannot open the pool.

Price/Cost:

Filter/Pumps: $79,351.45

Replacement of Guttering: $178,640.00

Total: $257,991.45

BID NOTICE

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

Clinton Municipal Swimming Pool Guttering
Clinton, OK

Sealed bids shall be submitted to the Office of the City Clerk, 415 Gary Boulevard, Clinton, Oklahoma, 73601, no later than Tuesday, February 18, 2014, 5:30 P.M, in a sealed envelope marked "**POOL GUTTERING**".

Properly submitted bids will be opened for consideration at a regular meeting of the Clinton City Council of Clinton, Oklahoma at 5:30 P.M. Tuesday, February 18, 2014 at Clinton City Hall.

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)

Bidders shall accompany their bids with a Cashiers or Certified Check issued by a bank satisfactory to the Owner, or a Bid Bond from a reliable Surety in an amount not less than five percent (5%) of the bid submitted as a guaranty that the Bidder will enter into a contract and execute a bond and guaranty within twenty (20) days after Notice of Award of contract to him. Bids without the required check or Bid Bond will not be considered.

The successful bidder must furnish Bonds (Payment and Performance) in the amount of 100% of the total contract price.

The Clinton City Council reserves the right to reject any and all bids and to accept the bid which best meets the needs of the City.

All bidders are invited to attend the bid opening.

Steve Hewitt
City Manager
City of Clinton, OK.

1. Saw cut and Demo of existing concrete gutter for main pool approximately 464'.
2. Replacement of current plumbing in gutter and connect to pool filtration system plumbing.
3. Concrete pour back, furnish and install on new gutter system.
4. Engineering data and submittals to Department of Health.

BID FORM

FOR

CITY OF CLINTON
CLINTON MUNICIPAL SWIMMING POOL GUTTERING

BASE BID TO MEET ALL SPECIFICATIONS $_____

BIDDER INFORMATION

COMPANY NAME_____

ADDRESS:_____

CITY:_____

OFFICE PHONE: _____ CELLULAR PHONE: _____

WEB SITE: _____

PERSON PREPARING BID:_____

SIGNATURE OF BIDDER GUARANTEEING BID:_____

MEMORANDUM OF UNDERSTANDING

This Agreement, made and entered into this ___ day of _____, 20___, by and between The City of Clinton ("City") and Fetch, Inc., ("Fetch").

WHEREAS, City is authorized by Section 11, O.S. §22-115 to regulate animals running at large.

WHEREAS, City has codified Ordinances in Article 6 of the Clinton City Code, which provide for and implement regulations for animals running at large.

WHEREAS, Fetch is a non-profit corporation which is dedicated to the humane treatment of animals and increasing the number of adoptions from animal shelters.

WHEREAS, Fetch has the ability to apply for grants and raise funds through tax deductible donations for the purpose of infrastructure improvements to the municipal animal shelter.

NOW THEREFORE, the Parties agree as follows:

1. Fetch agrees to raise up to One Hundred Fifty Thousand Dollars ($150,000.00) for infrastructure improvements to the municipal animal shelter.

2. City agrees to budget for matched funds, up to One Hundred Fifty Thousand Dollars ($150,000.00) for the new construction of the municipal animal shelter infrastructure in the 2014/2015 fiscal year.

3. City agrees the infrastructure improvements shall include space appropriate for a low-cost spay & neuter facility, comprised of 1/3 of the facility square footage.

4. Fetch shall be responsible for furnishing all equipment, tools, medication, staffing and operations of the spay/neuter facility.

5. Fetch shall provide spay/neuter and vaccination services to animals adopted through the municipal animal shelter, at cost.

6. City shall work in conjunction with Fetch to adopt plans that appropriately and feasibly provide for the adoption of dogs; mandatory spay/neuter; rabies vaccination; implementation of Petpoint software; 30 day health insurance for adopted pets; and humane euthanasia.

7. Fetch agrees to maintain the spay/neuter facility in accordance with all federal, state, and municipal laws and regulations.

8. The Parties agree that nothing herein shall be construed as creating a partnership, or any other business relationship, between City and Fetch.

9. The Parties agree that nothing herein shall be construed as a gift, donation, or pledge of credit on behalf of City, for the benefit of Fetch.

10. Fetch agrees to indemnify and hold City harmless for any and all activities conducted in the spay/neuter facility.

11. Fetch shall carry liability coverage, with policy limit of One Hundred Thousand Dollars ($100,000.00) for any and all occurrences at the spay/neuter facility.

Agreed and entered into the day and year last above written.

CITY OF CLINTON

By:_____
Its:_____

FETCH, INC.

By:_____
Its:_____

Clinton
Hub City of Western Oklahoma

Agenda Commentary

Item Title/ Subject: MOU and Agreement with FETCH

Staff Source: City Manager, Steve Hewitt

Date: Feb. 13, 2014

Background/Subject Information:

FETCH (Cindy Box) approached staff and Council with an opportunity partnership to assist in our efforts to build and operate a new Animal Shelter. MOU (Memorandum of Understanding) has FETCH raising $150,000 towards a new Animal Shelter, City agreeing to cover matching funds (targeting next fiscal year for budgeting). This also allows for 1/3 of the space to be for a spay & neuter facility managed by FETCH.

AGREEMENT identifies the responsibilities of each party.

Both these agreements are needed with City Council approval for FETCH to quality for many of the Grants they are applying for. Grants that could help with construction as well as on-going operations

Recommendation:

Staff recommends (City Attorney has reviewed). Currently facility has lived out its life.... A new facility is needed. This private-public partnership is another example of how we can stretch tax dollars and get projects completed and have better quality projects.

Price/Cost: Estimated $150,000 from Capital Improvement Fund

AGREEMENT

This agreement (the "Agreement") made and entered into this _____ day of _____, 201__, by and between the City of Clinton, Oklahoma ("Clinton") and FETCH, Inc., a not-for-profit corporation ("FETCH").

WHEREAS, Clinton owns and operates an animal shelter which houses stray dogs and cats (the "Shelter"); and

WHEREAS, Clinton periodically arranges adoption of animals housed in the Shelter to third parties; and

WHEREAS, Section 6-3-13(c)(2) of the Clinton City Code allows the City Manager to appoint a representative to facilitate adoptions.

WHEREAS, FETCH has agreed with Clinton to handle all adoptions from the Shelter under the terms and conditions set forth herein.

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

1. Unless sooner terminated as defined herein, the term of this Agreement shall be one (1) year.

2. During the term of this Agreement, FETCH shall have the exclusive responsibility for all adoptions of dogs and cats from the Shelter.

3. FETCH shall conduct the following procedures on all adoptions:

   a. FETCH will have a dedicated phone line to receive requests for adoptions by third parties.

   b. FETCH will maintain a current list of dogs and cats that qualify for adoptions from the Shelter, including pictures to be posted on FETCH's website and a general description of the animal.

   c. FETCH will arrange visits at the shelter with possible adopters to allow viewing of the animal in the office area in the Shelter.

   d. All animals to be handled for viewing will be in the direct supervision of volunteers approved by the City and FETCH.

   e. Once an adoption has been arranged by FETCH, the potential adopter shall have the right to designate a veterinarian to have the animal spayed and neutered under the provisions of The Dog and Cat Sterilization Act defined in 4 O.S., Section 499.2. If the potential

adopter designates a veterinarian outside of FETCH Plan Participants, the potential adopter shall be responsible for all costs in excess of $75.00. FETCH shall provide, to the designated vet clinic, a microchip to be embedded in each animal.

In the event the adopter does not designate a veterinarian, FETCH shall choose a vet clinic from participating local vet clinics on a rotating basis. FETCH agrees to collect from the adopter, in advance, a fee as required by § 6-3A-8; § 6-3A-9; § 6-3B6; and/or § 6-B-7 as required. $75.00 of said fee shall be paid by FETCH to the designated vet clinic for the cost of having the animal spayed and neutered. The balance of the fee in the sum of $18.33 shall be paid to Clinton to defray boarding costs. FETCH shall pay Clinton on the 10th day of each month during the term of this Agreement for fees collected from the previous month. A summary of adoptions will be included with each remittance to Clinton. Upon collection of the fee from the adopter, FETCH will arrange with the vet clinic to have the adopted animal spayed and neutered and shall deliver said animal to the designated vet clinic for said procedures. FETCH will also arrange an appointment between the vet clinic and the adopter for the adopter to pick up the adopted animal.

4. FETCH will not receive any compensation for its services defined herein.

5. FETCH does hereby release, forever discharge and agrees to indemnify and to hold harmless Clinton from and against any and all liability, claims or demands for personal injury, sickness or death to any of its employees or volunteers as well as property damage and expenses, and including, without limitation, attorney fees and court costs and any and all other liabilities of any nature whatsoever which may be incurred by FETCH or FETCH'S employees or volunteers which may arise from the animal adoption process defined herein.

6. In the event FETCH fails to comply with any of the terms of this Agreement, Clinton shall have the right to immediately terminate this Agreement.

THE CITY OF CLINTON

By: _____
Steve Hewitt, City Manager

FETCH, INC.

By: _____
Cindy Box, Project Manager
for Clinton, OK

COMMUNITY DEVELOPMENT BLOCK GRANT
2014 COMMUNITY REVITALIZATION

CITY OF CLINTON CITIZEN PARTICIPATION PLAN

The City of Clinton intends to implement a citizen participation program for its 2014 application process to accomplish the following objectives:

A. Provide for and encourage citizen participation, particularly by low and moderate income persons who reside in areas where Community Development Block Grant (CDBG) funds are proposed to be used. This will be accomplished by:

1. Providing frequent and timely public notice of CDBG program activities in the local newspaper and by posting at City Hall/County Courthouse.

2. Adopting a comprehensive CDBG Statement of Needs.

3. Conducting a Special Public Hearing to inform citizens of the proposed CDBG project and authorizing the Mayor to sign a CDBG application in a formal Council meeting.

B. Ensure that citizens will be given reasonable and timely access to local meetings, information, and records relating to proposed and actual use of funds, including, but not be limited to:

1. The amount of CDBG funds to be made available for the current fiscal year, if the proposed project is approved.

2. The range of activities that may be undertaken with those funds.

3. The estimated amount of those funds proposed to be used for activities that will benefit low and moderate income persons.

4. The proposed CDBG activities likely to result in displacement and any anti-displacement and relocation plans developed by City of Clinton in accordance with Section 104(d)(1) and (2) of the Act.

5. The basis on which City of Clinton may provide technical assistance to groups representative of persons of low and moderate income that may request assistance in developing proposals. The level and type of assistance to be provided is at the discretion of City of Clinton and does not necessarily include providing funding to such groups.

6. This requirement will be accomplished by discussing the CDBG proposal during regular Council meetings and in one formal public hearing prior to the submittal of the City of Clinton CDBG application. During the hearing the five (5) items listed above will be explained to the public. Records of the CDBG process will be maintained in the City Hall/County Courthouse of City of Clinton by the Clerk and will be available upon request for review by the public. A brief summary of the proposed CDBG project will be available for public review after the Council has made its final selection.

COMMUNITY DEVELOPMENT BLOCK GRANT
2014 COMMUNITY REVITALIZATION

C. Provide for a minimum of two (2) public hearings; one (1) prior to submission of the application for funding of the project for the purpose of obtaining citizen views and formulating or responding to proposals and questions, and the other end of the grant period if City of Clinton receives funding, that discusses City of Clinton accomplishments in relation to initial plans. The application stage hearing will include discussion of CDBG needs, and the development of activities being proposed for CDBG funding. There will be reasonable notice of all hearings, which will be scheduled for times and locations convenient to the potential and actual beneficiaries and which will accommodate the handicapped. Regularly scheduled Council meetings will not be used for this purpose.

1. This requirement will be met through scheduling a Special Public Hearing to discuss City of Clinton CDBG proposal. At this hearing, the proposed project will be reviewed for the public and further citizen input will be solicited. Notice will be given seven (7) to ten (10) days in advance of this hearing in the City of Clinton and by posting at the City Hall/County Courthouse. The hearing will be held in the early evening so those citizens who work may attend. A second hearing will be held at the end of the grant period if City of Clinton is funded in the CDBG process.

D. Meet the needs of non-English speaking residents in those instances where a significant number of non-English speaking residents can reasonably be expected to participate in the CDBG process. For example: City of Clinton does not currently have a significant population of non-English speaking citizens. However, every effort will be made to accommodate the needs of any non-English speaking citizens who wish to participate.

E. Provide citizens with reasonable advance notice of, and opportunity to comment on, proposed activities not previously described in City of Clinton funding request and on activities which are proposed to be deleted or substantially changed in terms of purpose, scope, location or beneficiaries.

The proposed seven (7) to ten (10) day notice for all public meetings and hearings in connection with City of Clinton CDBG application process is believed by City of Clinton to afford citizens with reasonable advance notice. In addition, if any change is proposed to the purpose, scope, location, or beneficiaries of the proposed project or if the CDBG project budget changes by more than 25%, the public will be notified and afforded an opportunity for additional input.

F. Provide the place, telephone number, and times when citizens are able to submit written complaints or grievances and the process City of Clinton will use to provide a timely, written response to such complaints or grievances. For example: Citizens with comments or grievances on the CDBG process may submit them in writing or in person at the City Hall/County Courthouse during regular business hours or may call (phone number). The City of Clinton will respond to such comments or grievances within fifteen (15) working days, where practicable.

By formally adopting this Citizen Participation Plan, the Clinton City Council/Board of Commissioners accepts the responsibility for implementing its provisions. The Council further charges all employees and contractors with the responsibility of implementing this plan and living up to the spirit of the citizen participation requirements of the CDBG program.

COMMUNITY DEVELOPMENT BLOCK GRANT
2014 COMMUNITY REVITALIZATION

Adopted this _____ day of _____, 2014 by the City Council/Board of Commissioners of City of Clinton.

_____
Chief Elected Official

ATTEST:

_____ _____
Clerk's Signature Date

ATTACHMENT A

COMMUNITY DEVELOPMENT BLOCK GRANT
2014 COMMUNITY REVITALIZATION

RESOLUTION 822

WHEREAS, Title I of the Housing and Community Development Act of 1974, Public Law 93-383, as amended, authorized by the Secretary of Housing and Urban Development, as representative of the United States of America, to grant to the State of Oklahoma funds and administrative responsibility for the "Small Cities Community Development Block Grant" program; and

WHEREAS, the Oklahoma Department of Commerce, pursuant to designation by the Governor as the administering agency of the Community Development Block Grant Program for Small Cities in Oklahoma, is directed to further the purposes of community development in the State, and is authorized and empowered to accept funds from the Federal Government or its agencies and to enter into such contracts and agreements as are necessary to carry out the functions of the Department; and

WHEREAS, the City of Clinton is a local unit of general purpose government that will provide opportunity for input by residents in determining and prioritizing community development needs through its written Citizen Participation Plan; and

NOW THEREFORE, BE IT RESOLVED by the City Council (Governing Body) that City of Clinton (Government Subdivision) desires to obtain assistance in community development and hereby requests the Oklahoma Department of Commerce to provide assistance under the policies, regulations, and procedures applicable to local communities in Oklahoma.

NOW THEREFORE, BE IT RESOLVED by the City Council (Governing Body) that City of Clinton (Government Subdivision) affirms its commitment to take all action within its power to facilitate the receipt of the assistance of community development funds if the City of Clinton (Government Subdivision) is awarded a Community Development Block Grant, and upon receipt to administer said grant by the rules and regulations established by the United States of America, the State of Oklahoma, and all empowered agencies thereof.

ADOPTED this _____ day of _____, 2014, at a (regularly or specially) scheduled meeting of the governing body, in compliance with the Open Meeting Act, 25 O.S. §§ 301-314 (2001).

Seth Adams, Mayor _____ _____
(Type) Name and Title of Chief Elected Official Date

_____
Signature of Chief Elected Official [S E A L]

Attest:
Subscribed and sworn to before me _____, 20____. My commission

expires _____, 20_____. Commission No. _____

_____
Clerk Signature

RESOLUTION NO. 823

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLINTON, OKLAHOMA, TO PROVIDE FUNDS TOWARD AND FOR THE COMPLETION OF THE 2014 COMMUNITY DEVELOPMENT BLOCK PROJECT.

BE IT RESOLVED, by the City Council of the City of Clinton to provide the amount $209,000.00 as Matching Funds toward the 2014 Community Development Block (CDBG) project.

These funds are made available as listed:

Capital Improvement Fund: $209,000.00

PASSED, APPROVED AND ADOPTED, by the City of Council of the City of Clinton, Oklahoma, State of Oklahoma, this _____ day of February 18, 2014.

_____
Seth Adams, Mayor

ATTEST:

_____
Lisa Anders, City Clerk

(SEAL)

Clinton
Hub City of Western Oklahoma

Agenda Commentary

Item Title/ Subject: OMAG Governing Body Training Workshop

Staff Source: City Manager, Steve Hewitt

Date: Feb. 13, 2014

Background/Subject Information:

I have provided the OMAG Governing Body Training information a few months past. This past fall at the OML (Oklahoma Municipal League) Conference this was promoted by OML as a great tool to help Council and staff members create a solid and effective working relationship. Clearly OMAG has a vested interest (being the City's insurance carrier) in the Governing Body's education and actions. Protecting communities from potential liabilities along with creating a quality environment for public decisions is the goal OMAG is hoping to achieve. At the City Managers Association annual winter conference last month, CMAO endorsed this training/workshop so that roles are clear and the challenges of communities are resolved in an efficient manner.

OML provides some basic training which is very helpful to all new Councilmembers. However, continuing education isn't required. This OMAG Training program is free and truly engages our Board and charter specifically. In reality, we have an inexperienced Council. This workshop can only benefit and help our efforts to be effective public officials.

Recommendation:

Mayor Adams and City Attorney Meacham endorsed the training.

At this point David Weatherford and OMAG have February 25th and March 4th available. I hope by Tuesday's meeting I have some additional option of dates. Staff hopes Council sees the benefits and we schedule a special meeting/workshop training very soon.

Price/Cost: No Cost...

TO: Steve A. Hewitt, Clinton City Manager

FROM: Jonathan D. Woods, OMAG Deputy General Counsel

RE: Governing Body Training Program

DATE: 2/12/14

Memorandum

As one of its free Value Added Services, the Oklahoma Municipal Assurance Group (OMAG) offers Governing Body Training to the participants in its Municipal Liability Protection Plan. OMAG has contracted with Municipal Consultants, LLC, to provide this valuable training. The program is based on a training program that has been used in a number of cities in Northeast Oklahoma and has been developed over the past decade. The program is presented by David Weatherford, who is the Municipal Attorney for Sand Springs, Coweta and Mannford.

The primary goal of the program is to build better working relationships between the elected official, staff and the public, so that municipal government can operate in a more stable environment, allowing all associated with the municipality to make better decisions, avoid liability, and better serve the public.

The program is unique in that it is offered on-site at the specific municipality, is conducted as a workshop, is Oklahoma and local government specific, and allows a relaxed exchange of information that will enable elected officials to better understand their roles.