PUBLIC NOTICE OF A REGULAR MEETING
OF THE CITY COUNCIL
TUESDAY, AUGUST 21, 2007 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Meeting status: Completed

1. Call to Order
2. Opening Prayer Larry Holder, First United Methodist Church
3. Consent Agenda
    A. Consider Approval of Minutes of August 7, 2007
4. Action Items:
    A. Consider appointment to Board of Adjustments to fill unexpired term
    B. Consider bids for pickup at golf course
    C. Consider Declaration of Completion to East Side Academy
    D. Consider Lease Purchase Contract with TAC for Heating and Air Improvements to City Hall
    E. Consider Resolution Number 774 regarding Energy Conservation System
5. City Managers Report
6. Recognition of Registered Audience
7. Adjournment

Filed this 17th Day of August, 2007. Posted on the bulletin board in the lobby of the Clinton City Hall on August 17, 2007 at 1:45 p.m.

_____

Not recorded

PUBLIC HEARING
TUESDAY, AUGUST 7, 2007
CITY HALL
5:30 P.M.

Minutes of a Public Hearing held in the Clinton City Council Room, City Hall on Tuesday, August 7, 2007 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 August 2, 2007.

The public hearing was to discuss the application to rezone property located in Lots 3,4,5,6,7,8,9, and 10 of the Marcy Business Park, a part of the North Half of Section 23, Township 12 North Range 17 W.I.M in Clinton, Custer County, Oklahoma.

There were no questions, comments or statements from the audience.

The public hearing was adjourned

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Those present included:

Vice Chairman Allen Bryson
Council members: Mark Hendrickson
Bob Marcy
Terry Wheeler
City Manager Grayson Bottom
City Clerk Lisa Anders
Vicki Ratke
Brad Aneshansley
Ryan Meacham
Gerald Green
Bob Gauger
Wade Anders
Debra Blanchard
Rhonda Williams
Betty Schumacher
C.B. & Trisha Graft
Keith Marcy
Luke Adams
Eddie Peck
Charles Fry
Kay Morrison
Mary Rayner
Ken Haman
Leroy Livesay
and others.

MINUTES OF THE CLINTON CITY COUNCIL
AUGUST 7, 2007

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, August 7, 2007 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 August 3, 2007.

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

VICE-MAYOR: Allen Bryson
COUNCIL: Bob Marcy, Terry Wheeler, Mark Hendrickson
ABSENT: Lynn Norman
CITY MANAGER: Grayson Bottom
CITY CLERK: Lisa Anders
CITY TREASURER: Rhonda Williams
CITY ATTORNEY: Ryan Meacham
NEWS MEDIA: Gerald Green and Mike Smith
OTHERS: Brad Aneshansley, Bob Gauger, Charles Fry, Vicki Ratke, Betty Schumacher, Keith Marcy, Luke Adams, C.B. & Trisha Graft, Wade Anders, Eddie Peck, Leroy Livesay, Kay Morrison, Mary Rayner, Ken Hamar and others.

Councilman Mark Hendrickson opened the meeting with prayer and Trustee Terry Wheeler led the Pledge of Allegiance.

AGENDA ITEM NO. 3: CONSENT AGENDA

A. Minutes of Regular Meeting of July 17, 2007
B. Consider Claims

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

Vice-Mayor put the motion to a roll call vote:

Aye: Hendrickson, Wheeler, Marcy, Bryson
Nay: None

Vice-Mayor declared the motion carried.

AGENDA ITEM NO. 4 ACTION ITEMS

4A. CONSIDER ORDINANCE NUMBER 905 REGARDING REZONING OF MARCY BUSINESS PARK PROPERTY

City Manager Grayson Bottom reported that the Planning and Zoning Board had reviewed and recommended the rezoning of the property in the Marcy Business Park to I-2 Light Industrial District.

Luke Adams said earlier this year a variance had been granted by the Board of Adjustments for this property and that variance would still be utilized for the property. The rezoning is for lots 3-10 in the Marcy Business Park.

City Manager Grayson Bottom noted that Councilman Bob Marcy had left the room since he was a principle in the property.

Motion was made by Councilman Hendrickson and seconded by Councilman Wheeler to approve Ordinance 905 regarding the rezoning of property in the Marcy Business Park from I-1 (Restricted Light Industrial District) to I-2 (Light Industrial District.)

Vice-Mayor put the motion to a roll call vote:

Aye: Hendrickson, Wheeler, Bryson
Nay: None

Vice-Mayor declared the motion carried.

Councilman Bob Marcy re-entered the room.

Motion was made by Councilman Wheeler and seconded by Councilman Hendrickson to approve the emergency clause included in Ordinance Number 905.

Vice-Mayor put the motion to a roll call vote:

Aye: Wheeler, Hendrickson, Marcy, Bryson
Nay: None

Vice-Mayor declared the motion carried.

4B. REQUEST AUTHORIZATION TO APPLY FOR RURAL FIRE VEHICLE EQUIPMENT GRANT

City Manager Grayson Bottom reported that this is the second time the City has applied for this grant. He said last year Clinton did not make the cut for receiving the grant.

Fire Chief Wade Anders said the allocated match has been included in the budget. He explained that the vehicle would become city property and the city would have to provide the equipment for the vehicle. He said he felt the odds on being award the grant were good. He said one vehicle is allotted per county and there are eight counties in our region.

Motion was made by Councilman Marcy and seconded by Councilman Wheeler to authorize the application for Rural Fire Vehicle Equipment Grant.

Vice-Mayor put the motion to a roll cal vote:

Aye: Marcy, Wheeler, Hendrickson, Bryson
Nay: None

Vice-Mayor declared the motion carried.

4C. CONSIDER RESOLUTION NO. 773 REGARDING TRANSFER OF LAND LOCATED IN LOTS 19-24 OF BLOCK 17 IN CLINTON ORIGINAL TOWNSITE (NORTH OF CITY HALL ALONG HIGHWAY 183)

City Manager Grayson Bottom said other properties along Highway 183 that are owned by the City of Clinton have been transferred to the Clinton Industrial Authority. He recommended this piece of property also be transferred to the Authority.

Councilman Hendrickson asked if the City is still pursuing purchasers for these properties.

City Manager Bottom said yes.

Motion was made by Councilman Hendrickson and seconded by Councilman Marcy to approve Resolution 773 regarding the transfer of land located in Lots 19-24 of Block 17 in Clinton Original Townsite to the Clinton Industrial Authority.

Vice-Mayor Bryson put the motion to a roll call vote:

Aye: Hendrickson, Marcy, Wheeler, Bryson
Nay: None

Vice-Mayor declared the motion carried.

5. CITY MANAGER'S REPORT

City Manager Grayson Bottom reported that the City had received notice whereby the City of Clinton has been recommended for a $30,000 grant from the Oklahoma Centennial Commission. He said this had been received to late to include on the agenda but the due date for submittal of the grant is August 15th so the next agenda will have an item to affirm the action taken.

City Manager Bottom reported that Assistant City Attorney Ryan Meacham has been reviewing and preparing a Social Host Ordinance that will be presented for Council consideration.

City Manager Bottom reported that the City has received a request for permits from Veritas DGC Land Incorporated for 3-D seismic survey on various properties owned by the City of Clinton inside city limits. Bottom said he has concerns and wanted a chance to discuss this project with the Council.

Michael Wilks, representative of Veritas, said the proposed survey within Clinton is for property south of Modelle. He said the total project covers 454 square miles. He explained that cable would be laid in a grid and a vibrator truck would serve as the energy source. He said the target areas are city parks so as to avoid going through homeowner's yards.

Councilman Marcy asked as a property owner, what would happen on private property?

Mr. Wilks said that if the City approved the request, homeowners would be contacted and neighborhoods would be notified before work began. He said the advantage of the survey would be to the mineral owner.

Councilman Marcy asked about damages.

Mr. Wilks said there would be no damages and said this same type of survey had been completed in Sayre, Marlow and Rush Springs. He recommended those communities be contacted as references.

Councilman Hendrickson said the shaking would be to city streets, water and sewer lines and city property. He asked if the company is insured and bonded and about long-term coverage.

Mr. Wilks said if there were any damages, they would be immediate.

Vice-Mayor Bryson asked that Veritas provide a list of the cities personnel they dealt with in the other communities. He said the rate of $10.00 per acre is stated on the permit so the city would receive a small amount of compensation but asked if the homeowner would receive compensation.

Mr. Wilks said the majority of lines would be in the alley.

Betty Schumacher asked if the city approves the permit, does the landowner have the right to reject.

Mr. Wilks said the homeowner does have the right to reject.

Vice-Mayor Bryson restated that the permit would allow the usage of city facilities and if the private property owner wished to reject, they would have that right.

C.B. Graft said he disagreed with the information being presented. He stated that guidelines with the Oklahoma Corporation Commission would have to be complied with such as a 15-day notice and he said there are limitations on locations.

Councilman Hendrickson said that Attorney Mart Tisdal could give Council additional information on this topic.

Leroy Livesay asked why Veritas wants to do this work inside city limits.

Mr. Wilks said they do not want to leave a void in the area they are trying to map out. He said sometimes there is consideration for wells inside city limits.

Keith Marcy asked what the timeframe on a project of this type was.

Mr. Wilks said the cable would be on the ground for approximately two weeks and the shaking would be 7 to 10 days.

Ken Hamar said he was concerned for water lines and structure damage that might take time to surface.

Mr. Wilks said motion companies monitor the project to insure industrial standards are met.

C.B. Graft asked about the vehicles that would be utilized for this project.

Mr. Wilks said four vibrators, pickups, a.t.v's and helicopters but probably not inside the city limits. He said the work could be conducted 24 hours per day but inside city limits it would be approximately 9:00 a.m. to 4:30p.m. and would last from 10 to 15 seconds.

Tom Snider asked about leased property.

Luke Adams said that Mart Tisdal is prepared to advise the Council on the project.

6. RECOGNITION OF REGISTERED AUDIENCE

None

AGENDA ITEM NO. 7: ADJOURNMENT

Moved by Councilman Marcy and seconded Councilman Hendrickson, to adjourn the meeting.

Vice-Mayor put the motion to a roll call vote:

Aye: Marcy, Hendrickson, Wheeler, Bryson
Nay: None

Vice-Mayor declared the meeting adjourned at 6:00 P.M.

RESOLUTION NO. 773

WHEREAS, the Councilmen of the City of Clinton desire to enter into an agreement whereby the City of Clinton, Oklahoma (the "City") shall transfer to the Clinton Industrial Authority the ownership of property located in Lots 19-24 of Block 17 in Clinton Original Townsite;

BE IT RESOLVED BY THE COUNCILMEN OF THE CLINTON CITY COUNCIL:

SECTION 1. It is hereby determined to be in the best interest of the City of Clinton to transfer ownership of the property located in Lots 19-24 of Block 17 in Clinton Original Townsite to the Clinton Industrial Authority under the terms now before this meeting.

SECTION 2. The Mayor and Councilmen of the Clinton City Council hereby are authorized and directed to execute, attest and affix the seal of the City of Clinton to the aforesaid transfer and deliver to the Clinton Industrial Authority.

ADOPTED this 7th day of August, 2007.

for
Lynn E. Norman, Mayor

ATTEST:

Lisa Anders
Lisa Anders, City Clerk

(SEAL)

REV081707

APPOINTIVE BOARD MEMBERS AND TERMS

WESTERN PLAINS LIBRARY - TERM EX **TERM EX**

Cheryl Lowry (4-14-06 to 6-30-08)	7-1-08

PLANNING & ZONING BOARD
3 YR. TERM

Rod Kinney (6/03)	7-1-08
Jay Wyer (7/05)	7-1-08
Corky Heard	7-1-09
Mariela Acosta	7-1-10
Doyce Walker	7-1-10

BOARD OF ADJUSTMENT
3 YR. TERM

Donna Warnick (Vice)	7-1-08
VACANT	7-1-08
Corky Heard 7/2/02 (Chair)	7-1-09
Eddie Peck (2-6-07)	7-1-10
Mariela Acosta	7-1-10

CLINTON INDUSTRIAL AUTHORITY
SERVE UNTIL REPLACED

Mayor Ex-Officio Member	
Denny Meacham	
B.A. Jackson	
Elmer Smith	
Bill J. Robinson	
G.W. Lowry, Jr	

PERSONNEL BOARD
6 YR. TERM

Trini Saucedo (9-18-01)	7-1-2008
Sharon Hull	7-1-2010
Paul Adams (8-21-01)	7-1-2012

FOSS CONSERVANCY DIRECTORS
4 YR. TERM

Dr. Bill Jackson	8-1-09
David Berrong	8-1-09
Roger Snider	8-1-09

MOIF BOARD
3 YR. TERM

Chris Jones	2/2008
Kevin Brittain	2/2009
Bob Marcy	2/2009
Gene Mahanay	2/2010
Grayson Bottom	2/2010

GOLF COURSE ADVISORY BOARD
3 YR. TERM

Jay Wyer	12-20-07
Luke Adams	12-20-07
Doyle Kinney (Vice-Chair)	12-20-08
Pat Cornell (Chairman)	12-20-08
Brett Matlock	12-20-08
Jason Hulin (MGA)	12-20-09
Gail Burns (WGA)	12-20-09

LIBRARY ADVISORY BOARD
3 YR. TERM - APPOINTED BY CITY MANAGER

Dacia Phillips 11/20/96	7-1-05
Jerri Hough	7-1-08
B.J. Arnold 12/99	7-1-09
Sally Sappington 8/03 (Chairman)	7-1-09
Darla Johnson	7-1-10
Vacant	7-1-10

OKLAHOMA MUNICIPAL
LEASE-PURCHASE AGREEMENT

THIS OKLAHOMA MUNICIPAL LEASE-PURCHASE AGREEMENT **No.4676** (hereafter referred to as "Agreement") dated as of **August 21, 2007**, by and between **TAC Americas**, a Delaware corporation (herein referred to as "Lessor"), and **City of Clinton,** a political subdivision or agency of Oklahoma (hereinafter referred to as "Lessee").

WITNESSETH: In consideration of the mutual covenants and conditions hereinafter set forth, the parties hereto agree as follows:

1. Term and Payments. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the property described in Exhibit A hereto (hereinafter, with all replacement parts, substitutions, proceeds, increases, additions, accessions, repairs and accessories incorporated therein or affixed thereto, referred to as the "Property") for the amounts to be paid in the sums (the "Lease Payments") and on the dates (the "Lease Payment Dates") set forth in Exhibit B hereto. Except as specifically provided in Section 2 hereof, the obligation of the Lessee to make the Lease Payments called for in Exhibit B hereto shall be absolute and unconditional in all events and shall not be subject to any set-off, defense, counterclaim or recoupment for any reason. The term of the lease hereunder shall commence upon the dated date of the lease and shall continue until the end of the Lessee's current fiscal period and thereafter for such additional fiscal periods as are necessary to complete the anticipated total lease term as set forth in Exhibit B, unless earlier terminated as provided herein.

2. Non-Appropriation and Right of Termination. The obligations of Lessee to make Lease Payments (called for in Exhibit B) and to make any other payments to Lessor (or to any other person) pursuant to this Agreement are subject to appropriation by the Lessee of funds that are lawfully available to be applied for such purpose. If Lessee fails to make such an appropriation prior to a fiscal period of Lessee, for the Lease Payments scheduled in such fiscal period, Lessor may terminate this Agreement. Lessee may terminate this Agreement by providing written notice of such termination to Lessor following its regular July meeting. Upon any such termination of this Agreement, all of Lessee's rights, title and interest in and its obligation under this Agreement and to the Property shall terminate effective on the last day of the last fiscal period of Lessee for which such an appropriation was made.

3. Taxes. In addition to the Lease Payments to be made pursuant to Section 1 hereof, Lessee agrees to indemnify and hold Lessor harmless from and against and to pay Lessor, as additional rent, on demand, an amount equal to all licenses, assessments, sales, use, real or personal property, gross receipts or other taxes, levies, imposts, duties or charges, if any, together with any penalties, fines, or interest thereon imposed against or on Lessor, Lessee or the Property by any governmental authority upon or with respect to the Property or the purchase, ownership, rental, possession, operation, return or sale of, or receipt of payments for, the Property, except any Federal or state income taxes, if any, payable by Lessor. Lessee may contest any such taxes prior to payment provided such contest does not involve any risk of sale, forfeiture or loss of the Property or any interest therein.

4. Lessee's Covenants and Representations. Lessee covenants and represents as follows:

(a) Lessee represents, and will provide an opinion of its counsel to the effect that, it has full power and authority to enter into this Agreement which has been duly authorized, executed, and delivered by Lessee and is a valid and binding obligation of Lessee enforceable in accordance with its terms, and all requirements for execution, delivery and performance of this Agreement have been, or will be, complied with in a timely manner;

(b) All Payments hereunder have been, and will be, duly authorized and paid when due out of funds then on hand and legally available for such purposes; Lessee will, to the extent permitted by State law and other terms and conditions of this Agreement, include in its budget for each successive fiscal period during the term of this Agreement a sufficient amount to permit Lessee to discharge all of its obligations hereunder, and Lessee has budgeted and available for the current fiscal period sufficient funds to comply with its obligations hereunder;

(c) There are no pending or threatened lawsuits or administrative or other proceedings contesting the authority for, authorization of performance of, or expenditure of funds pursuant to, this Agreement;

(d) Information supplied and statements made by Lessee in any financial statement or current budget prior to or contemporaneously with the Agreement are true and correct;

(e) Lessee has an immediate need for, and expects to make immediate use of, substantially all the Property, which need is not temporary or expected to diminish in the foreseeable future; specifically Lessee will not give priority or parity in the appropriation of funds for the acquisition or use of any additional property for purposes or functions similar to those of the Property.

(f) There are no circumstances presently affecting the Lessee that could reasonably be expected to alter its foreseeable need for the Property or adversely affect its ability or willingness to budget funds for the payment of sums due hereunder; and

(g) Lessee's right to terminate this Agreement as specified in Section 2 hereof was not an independently bargained for consideration, but was included solely for the purpose of complying with the requirements of the laws of the State in which Lessee is located.

5. Use and Licenses. Lessee shall pay and discharge all operating expenses and shall cause the Property to be operated by competent persons only. Lessee shall use the Property only for its proper purposes and will not install, use, operate or maintain the Property improperly, carelessly, or in violation of any applicable law, ordinance, rule or regulation of any governmental authority, or in a manner contrary to the nature of the Property or the use contemplated by its manufacturer. Lessee shall keep the property at the location stated on the Certificate of Acceptance executed by Lessee upon delivery of the Property until Lessor, in writing, permits its removal. The Property shall be used solely in the conduct of the Lessee's operations. Lessee shall obtain, at its expense, all registrations, permits and licenses, if any, required by law for the installation and operation of the Property. Any license plates used on the Property shall be issued in the name of the Lessee. If a certificate of title is issuable with respect to the Property, it shall be delivered to the Lessor showing the interest of the Lessor.

6. Maintenance. Lessor shall not be obligated to make any repairs or replacements. At its own expense, Lessee shall service, repair and maintain the Property in as good condition, repair, appearance and working order as when delivered to Lessee hereunder, ordinary wear and tear from proper use alone excepted, and shall replace any and all parts thereof which may from time to time become worn out, lost, stolen, destroyed, or damaged beyond repair or rendered unfit for intended use, for any reason whatsoever, all of which replacements shall be free and clear of all liens, encumbrances and claims of others and shall become part of the Property and subject to this Agreement. Lessor may, at its option, discharge such costs, expenses and insurance premiums necessary for the repair, maintenance and preservation of the Property, and all sums so expended shall be due from Lessee in addition to rental payments hereunder.

7. Alterations. (a) Lessee may, at its own expense, install or place in or on, or attach or affix to, the Property such equipment or accessories as may be necessary or convenient to use the Property for its intended purposes provided that such equipment or accessories do not impair the value or utility of the Property. All such equipment and accessories shall be removed by Lessee upon termination of this Agreement, provided that any resulting damage shall be repaired at Lessee's expense. Any such equipment or accessories not removed shall become the property of Lessor. **(b)** Without the written consent of Lessor, Lessee shall not make any other alterations, modifications or improvements to the Property except as required or permitted hereunder. Any other alterations, modifications or improvements to the Property shall immediately become part of the Property, subject to the provisions hereof. Without the prior written consent of Lessor, Lessee shall not affix or attach any of the Property to any real property. The Property shall remain personal property regardless of whether it becomes affixed or attached to real property or permanently rests upon any real property or any improvement thereon.

8. Liens. Lessee shall not directly or indirectly create, incur, assume or suffer to exist any mortgage, security interest, pledge, lien, charge, encumbrance or claim on or with respect to the Property, title thereto or any interest therein, except the respective rights of Lessor and Lessee hereunder, during the term of this agreement.

9. Damage to or Destruction of Property. Lessee shall bear the entire risk of loss, damage, theft or destruction of the Property from any and every cause whatsoever, and no loss, damage, destruction or other event shall release Lessee from the obligation to pay the full amount of the rental payments or from any other obligation under this Agreement. In the event of damage to any item of the Property, Lessee will immediately place the same in good repair, with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Property is lost, stolen, destroyed or damaged beyond repair, Lessee, at the option of Lessee, will either **(a)** replace the same with like property in good repair or **(b)** on the next Lease Payment Date, pay Lessor ***(i)*** all amounts then owed by Lessee to Lessor under this Agreement, including the Lease Payment due on such date, and ***(ii)*** an amount equal to the applicable Option to Purchase Value set forth in Exhibit B.

10. Insurance. Lessee shall either be self-insured with regard to the Property or shall purchase and maintain insurance with regard to the Property. Lessee shall indicate on each Certificate of Acceptance executed in relation to this Agreement its election to be self-insured or company insured with regard to the Property listed on that Certificate of Acceptance. Whether Lessee is self-insured or company insured, Lessee shall, for the term of this Agreement, at its own expense, provide comprehensive liability insurance with respect to the Property, insuring against such risks, and such amounts as are customary for lessees of property of a character similar to the Property. In addition, Lessee shall, for the term of this Agreement, at its own expense, provide casualty insurance with respect to the Property, insuring against customary risks, coverage at all times not less than the amount of the unpaid principal portion of the Lease Payments required to be made pursuant to Section 1 as of the last preceding Payment Date specified in Exhibit B on which a Lease Payment was made. If insurance policies are provided with respect to the Property, all insurance policies shall be with insurers authorized to do business in the State where the Property is located and shall name both Lessor and Lessee as insureds as their respective interest may appear. Insurance proceeds from casualty losses shall be payable solely to the Lessor, subject to the provisions of Section 9. Lessee shall, upon request, deliver to Lessor evidence of the required coverages together with premium receipts, and each insurer shall agree to give Lessor written notice of non-payment of any premium due and ten (10) days notice prior to cancellation or alteration of any such policy. Lessee shall also carry and require any other person or entity working on, in or about the Property to carry workmen's compensation insurance covering employees on, in or about the Property. In the event Lessee fails, for any reason, to comply with the requirements of this Section, Lessee shall indemnify, save harmless and, at Lessee's sole expense, defend Lessor and its agents, employees, officers and directors and the Property against all risk of loss not covered by insurance.

11. No Warranty By Subsequent Assigns. EXCEPT FOR REPRESENTATIONS, WARRANTIES, AND SERVICE AGREEMENTS RELATING TO THE PROPERTY MADE OR ENTERED INTO BY THE MANUFACTURERS OR SUPPLIERS OF THE PROPERTY, ALL OF WHICH ARE HEREBY ASSIGNED BY LESSOR TO LESSEE, NO SUBSEQUENT ASSIGNEE OF LESSOR SHALL MAKE ANY REPRESENTATIONS OR WARRANTY, EXPRESS OR IMPLIED, AND ASSUMES NO OBLIGATION WITH RESPECT TO THE TITLE, MERCHANTABILITY, CONDITION, QUALITY OR FITNESS OF THE PROPERTY DESCRIBED IN EXHIBIT A FOR ANY PARTICULAR PURPOSE OR THE CONFORMITY OF THE PROPERTY TO SPECIFICATION OR PURCHASE ORDER, ITS DESIGN, DELIVERY, INSTALLATION OR OPERATION. All such risks shall be borne by Lessee without in any way excusing Lessee from its obligations under this Agreement, and any Subsequent Assignee shall not be liable to Lessee for any damages on account of such risks. All claims or actions on any warranty so assigned shall be made or prosecuted by Lessee, at its sole expense. Any subsequent Assignee of Lessor may, but shall have no obligation whatsoever to, participate in such claim or action on such warranty. Any recovery under such a warranty shall be made payable to Lessee and Subsequent Assigns jointly.

12. Option to Purchase. Provided Lessee has complied with the terms and conditions of this Agreement, Lessee shall have the option to purchase not less than all of the Property which is then subject to this Agreement, "as is" at the payment date, for the Option to Purchase Values set forth in Exhibit B by giving written notice to Lessor not less than thirty (30) days prior to the date specified in Exhibit B for the exercise of such option; provided that upon Lessee's timely payment of all Lease Payments specified in Exhibit B, Lessee shall be deemed to have properly exercised its option to purchase the Property and shall be deemed to have acquired all of Lessor's right, title and interest in and to the Property, free of any lien, encumbrance or security interest except such liens, encumbrances or security interest as may be created, or permitted and not discharged, by Lessee but without other warranties. Payment of the applicable Option to Purchase Value shall occur on the applicable Lease Payment Date specified in Exhibit B hereto, at which time Lessor shall, unless not required hereunder, deliver to Lessee a quitclaim bill of sale transferring Lessor's interest in the Property to Lessee free from any lien, encumbrance or security interest except such as may be created, or permitted and not discharged, by Lessee but without other warranties. Upon Lessee's actual or constructive payment of the Option to Purchase Value and Lessor's actual or constructive delivery of a quitclaim bill of sale covering the Property, this Agreement shall terminate except as to obligations or liabilities accruing hereunder prior to such termination.

13. Default and Lessor's Remedies.

(a) The occurrence of one or more of the following events shall constitute an Event of Default, whether occurring voluntarily or involuntarily, by operation of law or pursuant to any order of any court or governmental agency:

(1) Lessee fails to make any payment hereunder when due or within fifteen (15) days thereafter;

(2) Lessee fails to comply with any other covenant, condition or agreement of Lessee hereunder for a period of the ten (10) days after notice thereof;

(3) Any representation or warranty made by Lessee hereunder shall be untrue in any material respect as of the date made;

(4) Lessee makes, permits or suffers any unauthorized assignment, transfer or other disposition of this Agreement or any interest herein, or any part of the Property or any interest therein; or

(5) Lessee becomes insolvent; or admits in writing its inability to pay its debts as they mature; or applies for, consents to or acquiesces in the appointment of a trustee, receiver or custodian for the Lessee or a substantial part of its property; or, in the absence of such application, consent or acquiescence, a trustee, receiver or custodian is appointed for Lessee or a substantial part of its property and is not discharged within sixty (60) days; or any bankruptcy, reorganization, debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding is instituted by or against Lessee and, if instituted against Lessee, is consented to or acquiesced in by Lessee or is not dismissed within sixty (60) days

(b) Upon the occurrence of any Event of Default specified herein, Lessor may, at its sole discretion after 20 days notice, exercise one of the following remedies:

(1) Enforce this Agreement by appropriate action to collect amounts due or to become due hereunder, by acceleration of otherwise, or to cause Lessee to perform its other obligations hereunder in which event Lessee shall be liable for all costs and expenses incurred by Lessor;

(2) Take possession of the Property, without demand or notice and without court order or any process of law, and remove and relet the same for Lessee's account, in which event Lessee waives any and all damages resulting therefrom and shall be liable for all costs and expenses incurred by Lessor in connection therewith and the difference, if any, between the amounts to be paid pursuant to Section 1 hereof and the amounts received and to be received by Lessor in connection with any such reletting;

(3) Terminate this Agreement and repossess the Property, in which event Lessee shall be liable for any amounts payable hereunder through the date of such termination and all costs and expenses incurred by Lessor in connection therewith;

(4) Sell the Property or any portion thereof for Lessor's account at public or private sale, for cash or credit, without demand on notice to Lessee of Lessor's intention to do so, or relet the Property for a term and a rental which may be equal to, greater than or less than the rental and term provided herein. If the proceeds from any such sale or rental payments received under a new agreement made for the periods prior to the expiration of this Agreement are less than the sum of ***(i)*** the costs of such repossession, sale, relocation, storage, reconditioning, reletting and reinstallation (including but not limited to reasonable attorneys' fees), ***(ii)*** the unpaid principal balance derived from Exhibit B as of the last preceding Lease Payment Date specified in Exhibit B, and ***(iii)*** any past due amounts hereunder (plus interest on such unpaid principal balance at the rate specified in Section 19 hereof, prorated to the date of such sale), all of which shall be paid to Lessor, Lessor shall retain all such proceeds and Lessee shall remain liable for any deficiency; or

(5) Pursue and exercise any other remedy available at law or in equity, in which event Lessee shall be liable for any and all costs and expenses incurred by Lessor in connection therewith. "Costs and expenses," as that term is used in this Section 14, shall mean, to the extent allowed by law: ***(i)*** reasonable attorneys' fees if this Agreement is referred for collection to an attorney not a salaried employee of Lessor or the holder of this Agreement; ***(ii)*** court costs and disbursements including such costs in the event of any action necessary to secure possession of the Property; and ***(iii)*** actual and reasonable out-of-pocket expenses incurred in connection with any repossession or foreclosure, including costs of storing, reconditioning and reselling the Property, subject to the standards of good faith and commercial reasonableness set by the applicable Uniform Commercial Code. Lessee waives all rights under all exemption laws.

(6) Under no circumstances shall Lessee be liable under this subsection 14 (b) for any amount in excess of the sum appropriated pursuant to Section 1 hereof for the previous and current fiscal years, less all amounts previously due and paid during such previous and current fiscal years from amounts so appropriated.

14. Termination. Unless Lessee has properly exercised its option to purchase pursuant to Section 13 hereof, lessee shall, upon the expiration of the term of this Agreement or any earlier termination hereof pursuant to the terms of this Agreement, deliver the Property to Lessor unencumbered and in at least as good condition and repair as when delivered to Lessee, ordinary wear and tear resulting from proper use alone excepted, by loading the Property, at Lessee's sole expense, on such carrier, or delivering the Property to such location, as Lessor shall provide or designate at or within a reasonable distance from the general location of the Property. If Lessee fails to deliver the Property to Lessor, as provided in this Section 15, on or before the date of termination of this Agreement, Lessee shall pay to Lessor upon demand, for the hold-over period, a portion of the total payment for the applicable period as set forth in Exhibit B prorated from the date of termination of this Agreement to the date Lessee either redelivers the Property to Lessor or Lessor repossesses the Property. Lessee hereby waives any right which it now has or which might be acquired or conferred upon it by any law or order of any court or other governmental authority to terminate this Agreement or its obligations hereunder, except in accordance with the express provisions hereof.

15. Assignment. Without Lessor's prior written consent, Lessee will not either ***(i)*** assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Agreement or the Property or any interest in this Agreement or the Property; or ***(ii)*** sublet or lend the Property or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights title and interest in and to this Agreement, the Property and any other documents executed with respect to this Agreement and/or grant or assign a security interest in this Agreement and the Property, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Agreement. Subject to the foregoing, this Agreement inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto. No assignment or reassignment of any of Lessor's rights, title or interest in this Agreement or the Property shall be effective with regard to Lessee unless and until Lessee shall have received a copy of the document by which the assignment or reassignment is made, disclosing the name and address of such assignee. No further action will be required by Lessor or by Lessee to evidence the assignment During the term of this Agreement, Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with the United States Internal Revenue Code of 1986, Section 149 (a), and the regulations, proposed or existing, from time to time promulgated thereunder.

16. Personal Property. The Property is and shall at all times be and remain personal property.

17. Title. Lessor or its assignee will retain title to the Property during the lease term. Title to the Property will pass to Lessee upon (and only upon) Lessee's exercise of the purchase option provided in Section 13 hereof and the complete payment and performance by Lessee of all of Lessee's obligations under this Agreement, and in such case Lessor agrees to execute such instruments and do such things as Lessee reasonably requests in order to effectuate the passage of title to Lessee.

18. Lessor's Right to Perform for Lessee. If Lessee fails to make any payment or perform or comply with any of its covenants or obligations hereunder, Lessor may, but shall not be required to, make such payment or perform or comply with such covenants and obligations on behalf of Lessee, and the amount of any such payment and the expenses (including but not limited to reasonable attorneys' fees) incurred by Lessor in performing or complying with such covenants and obligations, as the case may be, together with interest thereon at the highest lawful rate, shall be payable by Lessee upon demand.

19. Interest on Default. If Lessee fails to pay any Lease Payment specified in Section 1 hereof within ten (10) days after the due date thereof, Lessee shall pay to Lessor interest on such delinquent payment from the due date until paid at the highest lawful rate.

20. Notices. Any notices to be given or to be served upon any party hereto in connection with this Agreement must be in writing and may be given by certified or registered mail, and shall be deemed to have been given and received forty-eight (48) hours after a registered or certified letter containing such notice, postage prepaid, is deposited in the United States mail, and if given otherwise shall be deemed to have been given when delivered to and received by the party to whom it is addressed. Such notice shall be given to the parties at their respective addresses designated on the signature page of this Agreement or at such other address as either party may hereafter designate.

21. Tax Exemption. Lessee certifies that it does reasonably anticipate that not more than $10,000,000 of "qualified tax-exempt obligations," as that term is defined in Section 265 (b) 3 (D) of the Internal Revenue Code of 1986 ("the Code"), will be issued by it and any subordinate entities during 2007. Further, Lessee designates this issue as comprising a portion of the $10 million in aggregate issues to be designated as "qualified tax exempt obligations" eligible for the exception contained in Section 265 (b) 3 (D) of the Code allowing for an exception to the general rule of the Code which provides for a total disallowance of a deduction for interest expense allocable to the carrying of tax exempt obligations.

22. Miscellaneous.

(a) Lessee shall, whenever requested, advise Lessor of the exact location and condition of the Property and shall give the Lessor immediate notice of any attachment or other judicial process affecting the Property, and indemnify and save Lessor harmless from any loss or damage caused thereby. Lessor may, for the purpose of inspection at all reasonable times enter upon any job, building or place where the Property and the books and records of the Lessee with respect thereto are located.

(b) Lessee agrees to equitably adjust the payments payable under this Agreement if there is a determination for any reason that the interest payable pursuant to this Agreement (as incorporated within the schedule of payments) is not excludable from income in accordance with the Internal Revenue Code of 1986, as amended, such as to make Lessor and its assigns whole.

(c) Time is of the essence. No covenant or obligations hereunder to be performed by Lessee may be waived except by the written consent of Lessor, and a waiver of any such covenant or obligation or a forbearance to invoke any remedy on any occasion shall not constitute or be treated as a waiver of such covenant or obligation as to any other occasion and shall not preclude Lessor from invoking such remedy at any later time prior to Lessee's cure of the condition giving rise to such remedy. Lessor's rights hereunder are cumulative and not alternative.

(d) This Agreement shall be construed in accordance with, and governed by, the laws of the State in which the Property is located.

(e) This Agreement constitutes the entire agreement between the parties and shall not be modified, waived, discharged, terminated, amended, altered or changed in any respect except by a written document signed by both Lessor and Lessee.

(f) Any term or provision of this Agreement found to be prohibited by law or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without, to the extent reasonably possible, invalidating the remainder of this Agreement.

(g) The Lessor hereunder shall have the right at any time or times, by notice to Lessee, to designate or appoint any person or entity to act as agent or trustee for Lessor for any purposes hereunder.

(h) All transportation charges shall be borne by Lessee. Lessee will immediately notify Lessor of any change occurring in or to the Property, of a change in Lessee's address, or in any fact or circumstance warranted or represented by Lessee to Lessor, or if any Event of Default occurs.

(i) Use of the neuter gender herein is for purposes of convenience only and shall be deemed to mean and include the masculine or feminine gender whenever and wherever appropriate.

(j) The captions set forth herein are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

(k) Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, where permitted by this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the _____ day of _____ in the year 2007.

Lessor: TAC Americas

_____
Authorized Signature
1650 West Crosby Road
Carrollton, TX 75006

Witness Signature:_____

Print Name: _____

Print Title: _____

Lessee: City of Clinton

_____
Grayson Bottom, City Manager
415 Gary Blvd
Clinton, OK 73601

Witness Signature:_____

Print Name: _____

Print Title: _____

EXHIBIT A
DESCRIPTION OF PROPERTY

OKLAHOMA MUNICIPAL LEASE-PURCHASE AGREEMENT **No. 4676** (THE "AGREEMENT")
BY AND BETWEEN
LESSOR, TAC Americas and **LESSEE,** City of Clinton
Dated as of August 21, 2007

QTY **DESCRIPTION**

One (1) TAC ENERGY CONSERVATION SYSTEM as follows:

Web-interface

Provide a controller which connects the unit thermostats listed below (provided by this contractor) to the internet. From any personal computer the authorized user (password-protected) shall be able to change the operating schedule for each thermostat as well as adjust the set points.

Controls Scope of Work

Typical of all split system units (13) except the heat pump unit HP-9
» Provide a digital thermostat to control the unit for heating and cooling.
» The thermostat will have the following capabilities:
  - Single stage or multi-stage as required to match unit
  - Automatic heat/cool changeover
  - Separate heating and cooling setpoints
  - Digital display
  - Override button for temporary override
  - Proportional plus integral control
  - Lockout cover or keypad

In addition to the above provide the following:

Council Chamber split system (1) AHU-1
» Provide a CO2 sensor to control the amount of fresh air being brought in

Typical of (1) split system serving the men's jail area – AHU-11
» Provide a remote sensor in the return air from the area to the unit so that the main thermostat can be located out of that area.

Training Room heat pump unit (1) HP-9
» Unit will be provided by the manufacturer with thermostat integral to the unit.

Telephone Room
» There is an existing split system that serves this area which is not part of the scope of this project.

EXHIBIT A continued
DESCRIPTION OF PROPERTY

OKLAHOMA MUNICIPAL LEASE-PURCHASE AGREEMENT **No. 4676** (THE "AGREEMENT")
BY AND BETWEEN
LESSOR, TAC Americas and **LESSEE,** City of Clinton
Dated as of August 21, 2007

QTY	DESCRIPTION

Mechanical Equipment

One (1)	Heat Pump HP-1
One (1)	Heat Pump Supply Fan
Three (3)	Duct Furnaces
One (1)	Ceiling Diffuser
One (1)	Side Wall Diffuser
Two (2)	Return Grilles
One (1)	Side Wall Return Grille
One (1)	Exhaust Grille
One (1)	In-Line Centrifugal Fan
Three (1)	Air Handling Units (AHU 1 - 3)
Ten (10)	Furnace Coils
Fourteen (14)	Condensing Units

Quantity	Lighting Retrofit Description
138	4 Lamp 4 ft Fl Fixture - 2 Lamp (T8-80-4', 32W) with High Power Ballast (2 Lamps/Ballast)BF = 1.2
12	4 Lamp 4 ft Fl Fixture - 2 Lamp (T8-80-4', 32W) with High Power Ballast (2 Lamps/Ballast)BF = 1.2 - High Ceiling
8	4 Lamp 4 ft Fl Fixture - 2 Lamp (T8-80-4', 32W) with High Power Ballast (2 Lamps/Ballast)BF = 1.2 - New Lens
18	4 Lamp 4 ft Fl Fixture - 2 Lamp (T8-80-4', 32W) with Low Power Ballast (2 Lamps/Ballast)
41	2 Lamp 4 ft Fl Fixture - 2 Lamp (T8-80-4', 32W) with Low Power Ballast (2 Lamps/Ballast)
10	2 Lamp 4 ft Fl Fixture - 2 Lamp (T8-80-4', 32W) with Low Power Ballast (2 Lamps/Ballast) - High Ceiling
1	2 Lamp 4 ft Fl Fixture - 2 Lamp (T8-80-4', 32W) with Low Power Ballast (2 Lamps/Ballast)New Fixture
62	4 Lamp 2 ft Fixture - 2 Lamp (T8-80-2', 17W) with Full Power Ballast (2 Lamps/Ballast)
17	4 Lamp 2 ft Fixture - 4 Lamp (T8-80-2', 17W) with Low Power Ballast (4 Lamps/Ballast)
6	4 Lamp 2 ft Fixture - 4 Lamp (T8-80-2', 17W) with Low Power Ballast (4 Lamps/Ballast) - High Ceiling
24	Incandescent Fixture - 1 Lamp (CFL, 13W) Spiral - [TCP 28913]
2	Incandescent Fixture - 1 Lamp (CFL, 13W) R30 Spiral - [TCP 28913 (w/201M30)]

PROPERTY LOCATION:
City Hall
415 Gary Blvd
Clinton, OK 73601

EXHIBIT B

>> SCHEDULE OF PAYMENTS & OPTION TO PURCHASE PRICE <<
MUNICIPAL LEASE-PURCHASE AGREEMENT **No.4676** (THE "AGREEMENT")
BY AND BETWEEN

LESSOR: TAC Americas and **LESSEE:** City of Clinton
Dated as of August 21, 2007

PMT NO.	PMT DATE MO DAY YR	TOTAL PAYMENT	INTEREST PAID	PRINCIPAL PAID	OPTION TO PURCHASE after pmt on this line
1	8/21/2008	$92,900.41	$13,728.80	$79,171.61	$174,095.62
2	8/21/2009	$92,900.41	$9,394.18	$83,506.23	$88,942.47
3	8/21/2010	$92,900.41	$4,822.25	$88,078.16	$1.00

Accepted By Lessee: _____
Grayson Bottom, City Manager

INCUMBENCY, INSURANCE, AND ESSENTIAL USE CERTIFICATES

OKLAHOMA MUNICIPAL LEASE-PURCHASE AGREEMENT No.4676 (THE "AGREEMENT")
BY AND BETWEEN
LESSOR, TAC Americas and **LESSEE,** City of Clinton
Dated as of August 21, 2007

I, Lisa Anders (NAME), do hereby certify that I am the duly elected or appointed and acting City Clerk (Keeper of the Records) (TITLE), of City of Clinton, a political subdivision or agency duly organized and existing under the laws of the State of Oklahoma, that I have custody of the records of such entity, and that, as of the date hereof, the individual(s) named below are the duly elected or appointed officer(s) of such entity holding the office(s) set forth opposite their respective name(s). I further certify that (i) the signature(s) set opposite their respective name(s) and title(s) are their true and authentic signature(s), and (ii) such officers have the authority on behalf of such entity to enter into that certain Oklahoma Municipal Lease-Purchase Agreement dated as of August 21, 2007, between such entity and TAC Americas

Name	Title	Signature
Grayson Bottom	City Manager	_____

IN WITNESS WHEREOF, I have duly executed this certificate and affixed the seal of such entity hereto this day of _____, _____, 2007.

By Lessee:

_____
Lisa Anders, City Clerk

Lessee certifies that property and liability insurance, if applicable, have been secured in accordance with the Agreement and such coverage will be maintained in full force for the term of the Agreement. "Lessor or its Assigns" should be designated as loss payee until Lessee is notified, in writing, to substitute a new loss payee. The following information is provided about insurance:

INSURANCE COMPANY/AGENT'S NAME: _____

INSURANCE COMPANY ADDRESS: _____

_____

PHONE NUMBER:_____POLICY NUMBER:_____

I, Grayson Bottom, City Manager, of City of Clinton ("Lessee"), hereby certify that the Equipment, to be leased to the undersigned under the certain Lease Agreement, dated as of August 21, 2007, between such entity and TAC Americas ("Lessor"), will be used by the undersigned Lessee for the following purpose: **(PLEASE FILL OUT PRIMARY USE BELOW)**

PRIMARY USE: _____

The undersigned hereby represents that the use of the Equipment is essential to its proper, efficient and economic operation.

IN WITNESS WHEREOF, I have set my hand this _____ day of _____, 2007.

By Lessee:

_____
Grayson Bottom, City Manager

For Lessee: City of Clinton

CERTIFICATE OF ACCEPTANCE

OKLAHOMA MUNICIPAL LEASE-PURCHASE AGREEMENT No 4676 (THE "AGREEMENT")
BY AND BETWEEN
LESSOR, TAC Americas and **LESSEE,** City of Clinton
Dated as of August 21, 2007

---

1. **ACCEPTANCE**: In accordance with the Agreement, Lessee hereby certifies that all of the Property described herein (i) has been received by Lessee, (ii) has been thoroughly examined and inspected to the complete satisfaction of Lessee, (iii) had been found by Lessee to be in good operating order, repair and condition, (iv) has been found to be of the size, design, quality, type and manufacture specified by Lessee, (v) has been found to be and is wholly suitable for Lessee's purposes, and (vi) is hereby unconditionally accepted by Lessee, in the condition received, for all purposes of this Agreement.

By Lessee:

_____ (*)
Grayson Bottom, City Manager

For Lessee: City of Clinton

ACCEPTED on this the _____ day of _____, 2007.

(*) ACCEPTANCE MUST BE SIGNED ***ONLY*** IF ***NO*** ESCROW AGREEMENT IS INCLUDED

---

2. **PROPERTY**:

ENERGY CONSERVATION SYSTEM, SEE ATTACHED EXHIBIT A.

3. USE: The primary use of the Property is as follows: **(PLEASE FILL OUT PRIMARY USE BELOW)**

PRIMARY USE: _____

4. **PROPERTY LOCATION**:

City Hall
415 Gary Blvd
Clinton, OK 73601

5. **INVOICING**: Invoices shall be sent to the following address, including to whose attention invoices should be directed:

Attention: Bob Gauger
P. O. Box 1177
415 Gary Blvd
Clinton, OK 73601

6. **INSURANCE**: Lessee certifies that property and liability insurance have been secured in accordance with the Agreement and such coverage will be maintained in force for the term of the Agreement. Lessor will be designated as loss payee until Lessee is notified, in writing, to substitute a new loss payee.
_____Company Insured _____ Election to self-insure in accordance with Section 10 of the Agreement.

7. **MAINTENANCE**: In accordance with Section 6 of the Agreement, Lessee agrees to, at its own expense, service, repair and maintain the Property for the term of the Agreement as follows:

_____ Maintenance Contract _____ Election to self-maintain

PUBLIC NOTICE OF A REGULAR MEETING
OF THE INDUSTRIAL AUTHORITY
TUESDAY, AUGUST 21, 2007 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Meeting status: Completed

1. Call to Order
2. Opening Prayer Larry Holder, First United Methodist Church
3. Consent Agenda
    A. Consider Approval of Minutes of August 7, 2007
4. Action Items:
    A. Consider approval of Garver Engineering to provide Engineering Services for Connector Street between Chapman Road and proposed South Interstate 40 Service Road
5. City Managers Report
6. Recognition of Registered Audience
7. Adjournment
    A. Proceed to City Council Agenda

Filed this 17th Day of August, 2007. Posted on the bulletin board in the lobby of the Clinton City Hall on August 17, 2007 at 1:45 p.m.

_____

Not recorded

IA080707

MINUTES OF THE CLINTON INDUSTRIAL AUTHORITY, AUGUST 7, 2007

Minutes of a regular meeting of the Chairman and Trustees of the Clinton Industrial Authority of Clinton, Oklahoma, Custer County, held in the City Council Room, City Hall on Tuesday, August 7, 2007 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 August 3, 2007.

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

VICE-CHAIRMAN: Allen Bryson
TRUSTEES: Bob Marcy, Terry Wheeler, Mark Hendrickson
ABSENT: Lynn Norman
CITY MANAGER: Grayson Bottom
CITY CLERK: Lisa Anders
CITY TREASURER: Debra Blanchard
DEPUTY CLERK: Rhonda Williams
CITY ATTORNEY: Randy Meacham
NEWS MEDIA: Gerald Green and Mike Smith
OTHERS: Brad Aneshansley, Bob Gauger, Charles Fry, Vicki Ratke, Betty Schumacher, Keith Marcy, Luke Adams, C.B. & Trisha Graft, Wade Anders, Eddie Peck, Leroy Livesay, Kay Morrison, Mary Rayner, Ken Hamar and others.

Trustee Mark Hendrickson opened the meeting with prayer and Trustee Terry Wheeler led the Pledge of Allegiance.

AGENDA ITEM NO. 3: CONSENT AGENDA

A. Minutes of the Regular Meeting of July 3, 2007
B. Consider Claims

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

Vice-Chairman put the motion to a roll call vote:

Aye: Hendrickson, Marcy, Wheeler, Bryson
Nay: None

Vice-Chairman declared the motion carried.

AGENDA ITEM NO. 4 ACTION ITEMS

4A. CONSIDER RESOLUTION NUMBER IA07-01 REGARDING ACCEPTANCE OF TRANSFERRED LAND LOCATED IN LOTS 19-24 OF BLOCK 17 IN CLINTON ORIGINAL TOWNSITE (NORTH OF CITY HALL ALONG HIGHWAY 183) FROM THE CITY OF CLINTON

Motion was made by Trustee Wheeler and seconded by Trustee Marcy to approve Resolution No. IA07-10 regarding the acceptance of transferred land in Lots 19-24 of Block 17 in Clinton Original Townsite from the City of Clinton to the Clinton Industrial Authority.

IA080707

MINUTES OF THE CLINTON INDUSTRIAL AUTHORITY, AUGUST 7, 2007

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

VICE-CHAIRMAN: Allen Bryson
TRUSTEES: Bob Marcy, Terry Wheeler, Mark Hendrickson
ABSENT: Lynn Norman
CITY MANAGER: Grayson Bottom
CITY CLERK: Lisa Anders
CITY TREASURER: Debra Blanchard
DEPUTY CLERK: Rhonda Williams
CITY ATTORNEY: Randy Meacham
NEWS MEDIA: Gerald Green and Mike Smith
OTHERS: Brad Aneshansley, Bob Gauger, Charles Fry, Vicki Ratke, Betty Schumacher, Keith Marcy, Luke Adams, C.B. & Trisha Graft, Wade Anders, Eddie Peck, Leroy Livesay, Kay Morrison, Mary Rayner, Ken Hamar and others.

Trustee Mark Hendrickson opened the meeting with prayer and Trustee Terry Wheeler led the Pledge of Allegiance.

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A. Minutes of the Regular Meeting of July 3, 2007
B. Consider Claims

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

Vice-Chairman put the motion to a roll call vote:

Aye: Hendrickson, Marcy, Wheeler, Bryson
Nay: None

Vice-Chairman declared the motion carried.

AGENDA ITEM NO. 4 ACTION ITEMS

4A. CONSIDER RESOLUTION NUMBER IA07-01 REGARDING ACCEPTANCE OF TRANSFERRED LAND LOCATED IN LOTS 19-24 OF BLOCK 17 IN CLINTON ORIGINAL TOWNSITE (NORTH OF CITY HALL ALONG HIGHWAY 183) FROM THE CITY OF CLINTON

Motion was made by Trustee Wheeler and seconded by Trustee Marcy to approve Resolution No. IA07-10 regarding the acceptance of transferred land in Lots 19-24 of Block 17 in Clinton Original Townsite from the City of Clinton to the Clinton Industrial Authority.

Vice-Chairman put the motion to a roll call vote:

Aye: Wheeler, Marcy, Hendrickson, Bryson
Nay: None

Vice-Chairman declared the motion carried.

AGENDA ITEM NO .5: CITY MANAGER'S REPORT

None

AGENDA ITEM NO. 6: RECOGNITION OF REGISTERED AUDIENCE

None

AGENDA ITEM NO. 7: ADJOURNMENT

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

Vice-Chairman put the motion to a roll call vote

Aye: Marcy, Hendrickson, Wheeler, Bryson
Nay: None

Vice-Chairman declared the meeting adjourned at 6:10 pm.