PUBLIC NOTICE OF A REGULAR MEETING
OF THE PUBLIC WORKS AUTHORITY
TUESDAY, MAY 20, 2008 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Meeting status: Completed

1. Call to Order
2. Opening Prayer Rex Arnold, St. Mary's Catholic Church
3. Consent Agenda
    A. Consider Approval of Minutes of May 6, 2008 4. Action Items:
    B. Acknowledge receipt of Department of Environmental Quality Permit for improvements to Clinton Water Treatment Plant
    C. Request authorization to purchase a pickup for Clinton Water Treatment Plant
4. City Managers Report
5. Recognition of Registered Audience
6. Adjournment
    A. Proceed to Industrial Authority Agenda

Filed this 16th Day of May, 2008. Posted on the bulletin board in the lobby of the Clinton City Hall on May 16, 2008 at 1:30 p.m.

PW50608

MINUTES OF THE PUBLIC WORKS AUTHORITY MEETING, MAY 6, 2008

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, May 6, 2008 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 May 2, 2008.

Chairman Norman called the meeting to order with the following present;

CHAIRMAN: Lynn Norman
TRUSTEES: Mark Hendrickson, Terry Wheeler, Allen Bryson, Bob Marcy
CITY MANAGER: Grayson Bottom
CITY CLERK: Lisa Anders
CITY TREASURER: Debra Blanchard
DEPUTY CLERK: Rhonda Williams
CITY ATTORNEY: Ryan Meacham
NEWS MEDIA: Gerald Green
OTHERS: Gene McCullough, Charles Fry, Wade Anders, Randy Carpenter, David Crabtree, Arnold Adams, Kelly Somner, Tracy Howell, Robert Mayfield, Rod Serfoss, Bob White, Max McKinsey, Kurt Gewsender and others.

Trustee Mark Hendrickson opened the meeting with prayer and Trustee Bob Marcy led the Pledge of Allegiance.

AGENDA ITEM NO. 3: CONSENT AGENDA

A. Minutes of the Regular Meeting of April 15, 2008 and April 25, 2008
B. Claims

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

Chairman put the motion to a roll call vote:

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

Chairman declared the motion carried.

AGENDA ITEM NO. 4 ACTION ITEMS

4A. CONSIDER BIDS ON WASTEWATER TREATMENT PLANT PICKUP

Staff had advertised for bids for a pickup for the Wastewater Treatment Plant. Two bids were received.

David Howe	McKinsey Motor Co.
Clinton, Ok	Clinton, OK
2008 Titan XE	2008 ½ Ton pickup
$20,490.00	$14,320.00
Alt: Used 2008 Nissan $14,200.00	with 5 yr 100,000 powertrain warranty $15,510.00

Motion was made by Trustee Bryson and seconded by Trustee Wheeler to refer the bids to staff for the purchase of the best bid.

Chairman put the motion to a roll call vote:

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

Chairman declared the motion carried.

4B. REQUEST AUTHORIZATION TO EXPEND FUNDS FOR THE PURCHASE OF A BACKHOE FOR THE WATER MAINTENANCE DEPARTMENT

Arnold Adams had presented a memo regarding the need for a backhoe for the Water Maintenance Department. He said this is a piece of equipment that is used daily. He said the plans are to pass the current backhoe to the Street Department and their backhoe would be passed to the Sanitation Department. The Sanitation Department's current backhoe will be reassigned to the Lake Department.

City Manager Grayson Bottom said the recommendation is to purchase the backhoe off the state contract.

Trustee Marcy asked about the delivery time.

Adams said it would take a few weeks.

Trustee Hendrickson noted that the state contract price includes a $47,000 discount.

Motion was made by Trustee Hendrickson and seconded by Trustee Wheeler to authorize the purchase of a backhoe for the Water Maintenance Department.

Chairman put the motion to a roll call vote:

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

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 Bryson and seconded by Trustee Marcy that the meeting adjourn.

Chairman put the motion to a roll call vote

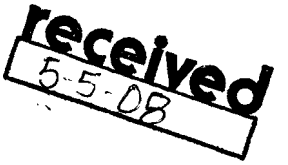
Aye: Bryson, Marcy, Hendrickson, Wheeler, Norman
Nay: None

Chairman declared the meeting adjourned at 5:58 pm.

STEVEN A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

BRAD HENRY
Governor



April 22, 2008

Mr. Grayson Bottom, City Manager
City of Clinton
415 Gary Boulevard
Clinton, Oklahoma 73601

Re: Permit No. WT000020080133
City of Clinton Water Treatment Plant Improvements
Facility No. 1010828

Dear Mr. Bottom:

Enclosed is Permit No. WT000020080133 for the installation of an automatic dialer and all appurtenances to serve the City of Clinton, Custer County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by this Department on April 22, 2008. Any deviations from the approved plans and specifications affecting capacity, flow or operation of units must be approved, in writing, by the Department before changes are made.

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

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

Very truly yours,

Qusay R. Kabariti, P.E.
DWSRF/Construction Permit Section
Water Quality Division

QRK/RC/ab

Enclosure

c: Bill Kropf, Regional Manager, DEQ
Burns Flat DEQ Office
Steven Jones, Garver Engineers, LLC
Gene Doussett, Planning & Management Division, OWRB

STEVEN A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

BRAD HENRY
Governor

Permit No WT000020080133

WATER TREATMENT

PWSID No. 1010828

PERMIT TO CONSTRUCT

April 22, 2008

Pursuant to O.S. 27A 2-6-304, the City of Clinton is hereby granted this Tier I Permit to construct automatic dialer and all appurtenances to serve the Clinton Water Treatment Plant, located in NW/4 of the NW/4 of Section 16, T-11-N, R-19-W, Custer County, Oklahoma, in accordance with the plans approved on April 22, 2008.

Sludge will be disposed of in accordance with applicable rules and regulations regarding the disposal of waste sludges.

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

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

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

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

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

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

5) That the issuing of this permit does not relieve the responsible parties from any damage which may accrue as the result of the location and operation of the plant in this area.

707 NORTH ROBINSON, P.O. BOX 1677, OKLAHOMA CITY, OKLAHOMA 73101-1677

printed on recycled paper with soy ink

Permit No WT000020080133

WATER TREATMENT

PWSID No. 1010828

PERMIT TO CONSTRUCT

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

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

8) That the water leaving the plant will be non-corrosive as determined by a calcium carbonate saturation index (langelier index), and the water shall contain at least 1.0 mg/l free chlorine or 2.0 mg/l of combined chlorine.

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

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

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

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

Q.R.C.

707 NORTH ROBINSON, P.O. BOX 1677, OKLAHOMA CITY, OKLAHOMA 73101-1677

printed on recycled paper with soy ink

PUBLIC NOTICE OF A REGULAR MEETING
OF THE AIRPORT AUTHORITY
TUESDAY, MAY 20, 2008 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Meeting status: Completed

1. Call to Order
2. Opening Prayer Rex Arnold, St. Mary's Catholic Church
3. Consent Agenda
    A. Consider Approval of Minutes of May 6, 2008
4. Action Items:
    A. Consider bids on Mineral Lease on Airport Property
5. City Managers Report
6. Recognition of Registered Audience
7. Adjournment
    A. Proceed to Public Works Authority Agenda

Filed this 16th Day of May, 2008. Posted on the bulletin board in the lobby of the Clinton City Hall on May 16, 2008 at 1:30 p.m.

AA050608

MINUTES OF AIRPORT AUTHORITY MEETING ON MAY 6, 2008

Minutes of the regular meeting of the Chairman and Trustees of the Clinton Airport Trust Authority of Clinton, Oklahoma, Custer County, held in the City Council Room, City Hall on Tuesday, May 6, 2008 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 May 2, 2008.

Chairman Lynn Norman called the meeting to order with the following present;

CHAIRMAN: Lynn Norman
TRUSTEES: Mark Hendrickson, Terry Wheeler, Allen Bryson, Bob Marcy
CITY MANAGER: Grayson Bottom
CITY CLERK: Lisa Anders
CITY TREASURER: Debra Blanchard
DEPUTY CLERK: Rhonda Williams
CITY ATTORNEY: Ryan Meacham
NEWS MEDIA: Gerald Green
OTHERS: Gene McCullough, David Crabtree, Wade Anders, Randy Carpenter, Arnold Adams, Kelly Somner, Tracy Howell, Robert Mayfi8eld, Rod Serfoss, Bob White, Max McKiinsey, Kurt Geswender and others.

Trustee Mark Hendrickson opened the meeting with prayer and Trustee Bob Marcy led the Pledge of Allegiance.

AGENDA ITEM NO. 3: CONSENT AGENDA

A. Minutes of the Regular Meeting of April 1, 2008
B. Consider Claims

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

Chairman put the motion to a roll call vote:

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

Chairman declared the motion carried.

AGENDA ITEM NO. 4 ACTION ITEMS

None

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 Bryson that the meeting adjourn.

Chairman put the motion to a roll call vote

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

Chairman declared the meeting adjourned at 5:57 pm.

PUBLIC NOTICE OF A REGULAR MEETING
OF THE RECREATIONAL AUTHORITY
TUESDAY, MAY 20, 2008 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Meeting status: Completed

1. Call to Order
2. Opening Prayer Rex Arnold, St. Mary's Catholic Church
3. Consent Agenda
    A. Consider Approval of Minutes of Regular Meeting on May 6, 2008
4. Action Items:
    A. Request Authorization to go to bid for Resurfacing of Six Tennis Courts
5. City Managers Report
6. Recognition of Registered Audience
7. Adjournment

Filed this 16th Day of May, 2008. Posted on the bulletin board in the lobby of the Clinton City Hall on May 16, 2008 at 1:30 p.m.

RA050608

MINUTES OF RECREATIONAL AUTHORITY MEETING, MAY 6, 2008

Minutes of a regular meeting of the Chairman and Trustees of the Clinton Recreational Trust Authority of Clinton, Oklahoma, Custer County, held in the City Council Room, City Hall on Tuesday, May 6, 2008 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 May 2, 2008.

Chairman Norman called the meeting to order with the following present;

CHAIRMAN: Lynn Norman
TRUSTEES: Mark Hendrickson, Terry Wheeler, Allen Bryson, Bob Marcy
CITY MANAGER: Grayson Bottom
CITY CLERK: Lisa Anders
CITY TREASURER: Debra Blanchard
DEPUTY CLERK: Rhonda Williams
CITY ATTORNEY: Ryan Meacham
NEWS MEDIA: Gerald Green
OTHERS: Gene McCullough, David Crabtree, Wade Anders, Randy Carpenter, Arnold Adams, Kelly Somner, Tracy Howell, Charles Fry, Robert Mayfield, Rod Serfoss, Bob White, Max McKinsey, Kurt Geswender and others.

Trustee Mark Hendrickson opened the meeting with prayer and Trustee Bob Marcy led the Pledge of Allegiance.

AGENDA ITEM NO. 3: CONSENT AGENDA

A. Minutes of the Regular Meeting of April 1, 2008
B. Consider Claims

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

Chairman put the motion to a roll call vote:

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

Chairman declared the motion carried.

AGENDA ITEM NO. 4 ACTION ITEMS

None

AGENDA ITEM NO .5: CITY MANAGER'S REPORT

City Manager Grayson Bottom reported on Master Plan for the Golf Course. He said the Ten Year Plan that had previously been approved by the Council is being implemented and accelerated. He said the plans are to begin work on the front nine holes. He said this would include the irrigation system,10 new greens (9 holes and practice putting green) t-boxes, cart paths and two water retention ponds.

Kelly Somner, Golf Course Superintendent, said so many of the components of this project are intertwined and he felt this is the best plan to eliminate problems.

City Manager Bottom said he would be bringing a contract to the May 20th meeting with a start date of July 5, 2008. He said this would require closing the front nine and plans to reopen May 2009.

Trustee Hendrickson asked about the time line for future phases of improvements to the golf course.

City Manager Bottom said the Ten Year Plan would be referred to.

Trustee Hendrickson asked if this would reduce maintenance cost.

Somner said this would problem a better management of water usage. He said currently there are 13 different sites to manage.

Chairman Norman said the Authority would need to look at contractors, members and the number of rounds played.

AGENDA ITEM NO. 6: RECOGNITION OF REGISTERED AUDIENCE

None

AGENDA ITEM NO. 7: ADJOURNMENT

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

Chairman put the motion to a roll call vote

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

Chairman declared the meeting adjourned at 5:56 pm.

MERRITT

TENNIS COURT & TRACK SYSTEMS

(405) 947-7918, FAX (405) 947-2635, 1-800-870-0722

EMAIL: MERRITTCOMPANIES@AOL.COM

WEB PAGE: www.merritttennisandtrack.com

www.classicumipirechair.com

P.O. Box 75728, OKC. Okla. 73147

CALIFORNIA PRODUCTS CORP."PLEXIPAVE",DIST., APPLICATOR

DECO & DECO TURF APPLICATOR " THE SURFACE OF CHAMPIONS"

CALIFORNIA PRODUCTS CORP."PLEXTRAC", APPLICATOR

City Of Clinton
Parks Dept.
Brad Aneshansley

03-31-08

acmepark@itlnet.net
580-445-5747

Brad:

Per your request, we have visited the site this last weekend while passing through to another project. Based on the information provided by my people and the information obtained in the 2006 estimate, following is our current scope of work & current price to complete the needed repairs and re-surfacing. As I am sure you are aware, we have incurred numerous and expensive material and fuel increases in the last two years. Thus the dramatic increase in the cost of our service to provide the best court surfacing & repair & resurfacing in the United States.

NET POSTS & FOOTINGS:

REMOVE & REPLACE SIX SETS OF POSTS & FOOTINGS WITH DOUGLAS OR EDWARDS ROUND POSTS WITH NEW SLEEVE PER ATTACHED LINKS:
http://www.douglas-sports.com/Images/II/PostInstructions.pdf
SIX SETS @ $2,231.00. / SET = $ 13,386.00 IN HOUSE

COURT REPAIR & SURFACING:

ROUT, CLEAN & FILL RANDOM CRACKS / SPEC.. 1,500 L.F. APPROX @ 1.23 / L.F. $ 1,845.00
http://www.plexipave.com/specifications/specs/10.10crackfiller.pdf

REPAIR SURFACE IMPERFECTIONS & SPALLED SURFACE W/ COURT PATCH BINDER,
http://www.plexipave.com/specifications/specs/10.14courtpatchbinder.pdf
1,670 S.F. @ $2.81 / S.F. $ 4,692.70

APPLY ONE COAT ACRYLIC RESURFACER
37,440 S.F.
http://www.plexipave.com/specifications/specs/10.8acrylicresurfacer.pdf $ 6,192.00

APPLY TWO COAT FORTIFIED PLEXIPAVE, (COLOR SELECTED BY OWNER)
37,440 S.F. $ 12,742.00
http://www.plexipave.com/specifications/specs/10.2fortifiedplexipave.pdf

LAYOUT & APPLY TEXTURED LINES
http://www.plexipave.com/specifications/specs/10.2fortifiedplexipave.pdf
http://www.plexipave.com/Diagrams/tennis_court.pdf $ 3,000.00
2 YEAR GARANTEE: SEE ATTACHED

OUR REPAIR & RESURFACING PRICE, 6 COURTS @$ 6,976.28 / COURT = ~~$ 41,857.70~~

Certificates of insurance are provided upon request. # 28471.70

We are available to start immediately, for completion in two weeks weather permitting.

Sincerely ;

Paul L. Merritt
President

Member : United States Tennis Court & Track Builders Assoc.

AMERICAN SPORTS BUILDERS

MERRITT TENNIS COURT & TRACK SYSTEMS

(405) 947-7918,FAX (405) 946-5621 , 1-800-870-0722
P.O. BOX 75728, OKC., OKLA. 73147-0728
917 N. TULSA, ST. OKC., OKLA. 73107
CALIFORNIA PRODUCTS CORP."PLEXIPAVE",DIST., APPLICATOR

GUARANTEE

Merritt Tennis Court & Track Systems and *California Products Corporation* , *PLEXIPAVE*™, warrants the ***PLEXIPAVE*™** surface installed for :

6 - Clinton Tennis Courts.

(2) years from the date of completion against all defects in material, including such defects as de-lamination, bubbling, loss of integrity, excessive wear or major color loss . Existing structural cracks will be routed, cleaned and filled properly per the submitted specification but should be expected to return as a hairline cracks, with out guarantee. *(Due to structural movement by temperature, soil moisture or lack of, we have no control over said movement or said cracks).* **Merritt Tennis Court & Track Systems** will repair or replace any areas of surface exhibiting such defects at no cost to the owner for the term of the guarantee.

NOTE :

This guarantee does not pertain to those defects caused by improper design or existing construction of the base or construction of the base, deterioration or failure of the asphalt, moisture in the base material all prior to the work completed by the guarantor, also vandalism, neglect, improper footwear or acts of God. The recommendation for proper maintenance of your *PLEXIPAVE*™ surface are outlined in the *PLEXIPAVE*™ surfacing specification , SEC. 10.19 .

The obligations of Merritt Tennis & Track Systems and *PLEXIPAVE*™ under this guarantee are subject to full payment of all monies due for material and/or royalties relative to the above referenced project.

DATE OF COMPLETION: 00-00- 2008

Paul L. Merritt _____

President

Merritt Tennis Court & Track Systems

Member : United States Tennis Court & Track Builders Assoc.



PUBLIC NOTICE OF A REGULAR MEETING
OF THE INDUSTRIAL AUTHORITY
TUESDAY, MAY 20, 2008 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Meeting status: Completed

1. Call to Order
2. Opening Prayer Rex Arnold, St. Mary's Catholic Church
3. Consent Agenda
    A. Consider Approval of Minutes of Regular Meeting on May 6, 2008
4. Action Items:
    A. Consider Construction Agreement between the City of Clinton and Wal-Mart
    B. Consider Sign Location Lease Agreement with Lamar Company
5. City Managers Report
6. Recognition of Registered Audience
7. Adjournment

Filed this 16th Day of May, 2008. Posted on the bulletin board in the lobby of the Clinton City Hall on May 16, 2008 at 1:30 p.m.

IA050608

MINUTES OF THE CLINTON INDUSTRIAL AUTHORITY, MAY 6, 2008

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, May 6, 2008 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 May 2, 2008.

Chairman Norman called the meeting to order with the following present;

CHAIRMAN: Lynn Norman
TRUSTEES: Mark Hendrickson, Terry Wheeler, Allen Bryson, Bryson, Bob Marcy
CITY MANAGER: Grayson Bottom
CITY CLERK: Lisa Anders
CITY TREASURER: Debra Blanchard
DEPUTY CLERK: Rhonda Williams
CITY ATTORNEY: Ryan Meacham
NEWS MEDIA: Gerald Green
OTHERS: Gene McCullough, David Crabtree, Wade Anders, Randy Carpenter, Arnold Adams, Kelly Somner, Tracy Howell, Charles Fry, Robert Mayfield, Rod Serfoss, Bob White, Max McKinsey, Kurt Geswender and others.

Trustee Mark Hendrickson opened the meeting with prayer and Trustee Bob Marcy led the Pledge of Allegiance.

AGENDA ITEM NO. 3: CONSENT AGENDA

A. Minutes of April 1, 2008 meeting
B. Consider Claims

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

Chairman put the motion to a roll call vote:

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

Chairman declared the motion carried.

AGENDA ITEM NO. 4 ACTION ITEMS

None

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 Bryson that the meeting adjourn.

Chairman put the motion to a roll call vote

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

Chairman declared the meeting adjourned at 6:02 pm.

State: Oklahoma
County: Custer
City: Clinton
Store #4662-00

CONSTRUCTION AGREEMENT
BETWEEN THE CITY OF CLINTON, OKLAHOMA AND WAL-MART

This Construction Agreement (this "Agreement") is entered into by and between the City of Clinton, Oklahoma (the "City"), a municipal corporation existing under the laws of the State of Oklahoma, and Wal-Mart Real Estate Business Trust ("Wal-Mart"), a Delaware Statutory Trust.

WHEREAS, Wal-Mart intends to purchase a tract of land, which it proposes to develop in the corporate limits of the City, north of Chapman Road and south of Interstate Highway 40, more particularly described on Exhibit A attached hereto (the "Property"), and to construct a Wal-Mart Supercenter thereupon;

WHEREAS, the City believes that it would be in the best interest of the traveling public and the citizens of the City: (i) to construct the proposed frontage road to Interstate Highway 40 between Red Wheat Street and Neptune Drive; (ii) to construct a road running north and south to connect the proposed frontage road to Chapman Road; iii) to construct a waterline along the proposed frontage road to Interstate Highway 40 between Red Wheat Street and Neptune Drive; and (iv) to use its best efforts to coordinate with Federal, State and County governmental entities to make significant improvements to Chapman Road, which is located south of the Property.

NOW THEREFORE, the City and Wal-Mart, in consideration of the terms, covenants and conditions herein set forth, hereby agree as follows:

1. Frontage Road Projects to be Constructed by the City. The City, in accordance with the laws of the State of Oklahoma, has planned and engineered, and will obtain bids, contract for, administer the contracts for, inspect, permit and construct the frontage road to Interstate Highway 40 between Red Wheat Street and Neptune Drive (the "Frontage Road"), the proposed road from the Frontage

Road to Chapman Road (the "N-S Road"), and the waterline along the frontage road to Interstate Highway 40 (the "Waterline") The Waterline shall be designed of sufficient size and capacity to serve a proposed Wal-Mart Supercenter. The scope of work to be performed by the City in connection with such construction is depicted on the Site Map attached hereto as Exhibit B. All of the work to be performed by the City with respect to the construction of the Frontage Road, the N-S Road, and the Waterline is hereinafter referred to as the "Frontage Road Projects." All applicable inspections and testing of the Frontage Road Projects shall be conducted by the City pursuant to State and Federal regulations. Except as set forth in Section 9 below, the City shall be responsible for obtaining all rights of way necessary for the construction of the Frontage Road Projects.

2. Chapman Road Project. The City agrees to use its best efforts to coordinate with Federal, State and County governmental entities to significantly improve Chapman Road.

3. Delivery of Plans for the Frontage Road Projects. The City agrees to produce detailed plans for the work to be performed in connection with the Frontage Road Projects within thirty (30) days after Wal-Mart notifies the City that it intends to go out to bid on the Supercenter. The City shall deliver two sets of the Frontage Road Projects plans to Wal-Mart for its review, approval and coordination with the planned Supercenter. The City and Wal-Mart further agree to coordinate all plans, construction and other work undertaken in connection with the Frontage Road Projects in order to ensure that such construction and other work will cause as minimal interference as possible with Wal-Mart's construction and operation of its planned Supercenter.

4. Funds for Frontage Road Projects. The City hereby represents and warrants to Wal-Mart that the City has sufficient funds available to pay for the costs of the

Frontage Road Projects. Wal-Mart shall have no liability to participate in or share in the costs of the Frontage Road Projects. The City represents and warrants that the estimated costs of each of the Frontage Road Projects is as follows:

Frontage Road - $_____

N-S Road - $_____

Waterline - $_____

and that at least $_____ is in the Economic Development Fund in the Industrial Authority as of June 1, 2008. The City will provide a surety letter to Wal-Mart confirming that the City has enough money set aside in its Economic Development Fund to cover the costs of engineering, construction, inspection and related costs for the Frontage Road Projects at the time of execution of this Agreement and at any time thereafter upon request by Wal-Mart.

5. Timeframes and Self-Help Remedy. The City shall commence the Frontage Road Projects within five (5) days of receipt of Wal-Mart's Notice to Proceed and Notice of Intent to begin construction of Wal-Mart's proposed Supercenter. The City agrees that all construction and other work to be performed in connection with each of the following Frontage Road Projects shall be completed and operational in the following number of days after receipt of such notice:

Frontage Road - 180 days

N-S Road - 60 days

Waterline - 30 days

The parties agree that the Waterline must be completed for Wal-Mart to undertake its construction and that the base of the N-S Road must be completed to the satisfaction of Wal-Mart's engineer, SMC Consulting Engineers, P.C., of Oklahoma City, Oklahoma ("SMC") to be used as construction access to the Property. If each of the Frontage Road Projects is not completed and operational

within the number of days listed above in the good faith opinion of SMC, then Wal-Mart shall have the right, at its sole option, at any time thereafter and upon ten (10) days' written notice to the City, to enter upon the Property and areas of each of the Frontage Road Projects which are not completed and operational and perform such portion of the uncompleted work as pertains to or is necessary in Wal-Mart's sole discretion for Wal-Mart to construct and open its Supercenter on the Property (the "Self Help Work"). Nothing contained herein shall in any way be construed as requiring Wal-Mart to undertake or complete any element of the Self Help Work. In the event that Wal-Mart exercises its right to undertake the Self Help Work, the City agrees that it shall reimburse Wal-Mart, within forty-five (45) days after receipt of Wal-Mart's invoice(s), for Wal-Mart's actual costs incurred in connection with the Self Help Work together with an administrative and mobilization expense equal to fifteen percent (15%) of all such costs.

6. Wal-Mart's Ownership as Contingency to Performance. Wal-Mart agrees that the City's duty to perform any and all of the obligations contained within the terms and provisions of this Agreement is contingent upon the acquisition of fee title ownership to the Property by Wal-Mart for the purpose of the construction of a Wal-Mart Supercenter thereon and the delivery of a Notice to Proceed and Notice of Intent to begin construction, and that if Wal-Mart fails to so acquire ownership to the Property and begin construction of a Supercenter thereon, then the City's duty to perform any obligation under the terms and provisions of this Agreement shall become null, void and unenforceable.

7. No Covenant to Commence Construction or Operate a Business. The City hereby acknowledges that Wal-Mart, as of the date hereof, does not own fee title to the Property, and the City has executed this Agreement in order to induce Wal-Mart to close the acquisition of the Property. The City further agrees that none of the

obligations of Wal-Mart set forth herein shall be binding against Wal-Mart until and unless Wal-Mart acquires fee title to the Property and begins construction of a Supercenter thereon. Notwithstanding anything to the contrary contained herein, the City agrees that the Property may be used for any lawful purpose. Notwithstanding anything to the contrary contained herein, it is expressly agreed that if Wal-Mart decides to purchase the Property, nothing contained in this Agreement shall be construed to contain a covenant, either expressed or implied, to either commence the construction of a building or the operation of a business or thereafter continuously operate a business by Wal-Mart on the Property. The City recognizes and agrees that Wal-Mart may, at Wal-Mart's sole discretion, decide not to construct a building or operate a business on the Property or cease the operation of its business on the Property; and the City hereby waives any legal action for damages or for equitable relief resulting from any such actions.

8. Temporary Construction Easement. Wal-Mart agrees, at the appropriate time, upon request by the City, to grant a Temporary Construction Easement to the City, for the City to construct the Frontage Road Projects. Such Temporary Construction Easement shall cover the property more particularly described on Exhibit C attached hereto.

9. Roadway Dedication. Provided that Wal-Mart acquires ownership of the Property and commences construction of a building on the Property, Wal-Mart agrees to dedicate to the City at no cost to the City property along the northern frontage of the Property for the Frontage Road, and the City agrees to accept such dedication.

10. No Joint Venture. This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between the City and Wal-Mart nor between the City and any officer, employee, contractor or representative of Wal-Mart. No joint

employment is intended or created by this Agreement for any purpose. The City agrees to so inform its employees, agents, contractors and subcontractors who are involved in the implementation of or construction under this Agreement.

11. Indemnification. The City agrees to indemnify, defend (at Wal-Mart's option), and hold harmless Wal-Mart, its respective employees, officers, agents, representatives, contractors and subcontractors from and against any and all liabilities, damages, injuries (including death), property damage (including loss of use), claims, liens, judgments, costs, expenses, suits, actions, or proceedings and reasonable attorney's fees, and actual damages of any kind or nature, arising out of or in connection with any aspect of the acts, omissions, negligence or willful misconduct of the City, its employees, officers, agents, representatives, contractors or subcontractors, or the City's performance or failure to perform under the terms and conditions of this Agreement, to the extent allowed by the Oklahoma Governmental Tort Claims Act. Such indemnification, hold harmless and defense obligation shall exclude only such liability actions as arise directly out of the negligence or willful misconduct of Wal-Mart, its employees, officers, agents, representatives, contractors or subcontractors. The indemnification and defense obligations set forth herein shall survive the termination of this Agreement.

12. Default. If the City defaults in the performance of any provision contained herein, Wal-Mart shall have, in addition to the "self help" remedy set forth in Section 5 above, all other remedies available at law or equity, including, without limitation, the remedy of specific performance. No remedy shall exclude any other remedy. All remedies shall be cumulative.

13. Notices. All notices and communications required or permitted to be given hereunder shall be in writing and hand delivered or mailed by Federal Express, Airborne Express, or similar overnight delivery service, addressed as follows:

If to the City:

The City of Clinton
Attention: Grayson Bottom
City Manager
415 Gary Blvd.
Clinton, OK 73601

With a copy to:

Ryan A. Meacham
City Attorney
City of Clinton
525 South 30th
Clinton, OK 73601

If to Wal-Mart:

Wal-Mart Real Estate Business Trust
Attention: Hunter Hart
(Store No. 4662-00)
2001 S.E. 10th Street
Bentonville, Arkansas 72716-0550

With a copy to:

Wal-Mart Real Estate Business Trust
Attention: Gregory Tesoro
(Store No. 4662-00)
2001 S.E. 10th Street
Bentonville, Arkansas 72716-0550

With a copy to:

Conner & Winters, LLP
4000 One Williams Center
Tulsa, Oklahoma 74172-0148
Attention: Beverly K. Smith
or Elizabeth G. Zeiders

Notice shall be deemed to have been given upon receipt or refusal of receipt.

14. Construed Under Oklahoma Law. This Agreement shall be construed under the laws of the State of Oklahoma.

15. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto.

16. Execution in Counterparts. This Agreement may be executed in any number of identical counterparts, each of which for all purposes shall be deemed an original, and all of which shall constitute collectively one agreement.

17. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Neither party will assign this Agreement or any interest herein without the express written consent of the other party; provided however, that such consent shall not be unreasonably withheld with respect to assignments to Wal-Mart's affiliated or subsidiary companies.

18. Agreement Severable. The provisions of this Agreement shall be deemed severable. If any part of this Agreement shall be held invalid, illegal or unenforceable, the remainder shall remain in full force and effect, and such invalid, illegal or unenforceable provision shall be reformed in order to give maximum legal effect to the intention of the parties as expressed therein.

19. Authorization. Wal-Mart represents, covenants and warrants that the making and execution of this Agreement and all other documents and instruments required or related hereunder have been fully authorized by the necessary action of Wal-Mart and are valid, binding and enforceable obligations of Wal-Mart in accordance with their respective terms. The City represents, covenants and warrants that the making and execution of this Agreement and all other documents and instruments required or related hereunder have been fully authorized by the necessary organizational action of the City and are valid, binding and enforceable obligations of the City in accordance with their respective terms.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates hereinafter set forth.

Approved as to form and legality:

Ryan A. Meacham, City Attorney

CITY OF CLINTON, OKLAHOMA

Date: _____, 2008

_____
City Clerk

By:_____
Mayor

WAL-MART REAL ESTATE BUSINESS TRUST, a Delaware Statutory Trust

Date: _____, 2008

By: _____
Name: Shannon Letts
Title: Regional Vice President

EXHIBIT A

The Property

A tract of land lying in the South Half of Section 22, Township 12 North, Range 17 West, I.M., Custer County, Oklahoma, more particularly described as follows:

BEGINNING at the Southwest Corner of the Southeast Quarter;

THENCE North 89°39'29" West, along the South line of said South Half, a distance of 60.19 feet;

THENCE North 00°38'02" East, parallel with the West line of said Southeast Quarter, a distance of 924.12 feet;

THENCE South 89°21'58" East a distance of 60.20 feet, to a point on the West line of said Southeast Quarter;

THENCE North 47°23'50" East a distance of 302.17 feet, to a point on the Southerly Right of Way line of Interstate No. 40;

THENCE North 77°20'17" East, along said Right of Way line, a distance of 412.46 feet;

THENCE South 12°39'43" East a distance of 231.40 feet;

THENCE South 00°38'02" West, parallel with the West line of said Southeast quarter, a distance of 994.65 feet, to a point on the South line of said Southeast Quarter;

THENCE North 89°51'35" West, along said South line, a distance of 674.79 feet to the POINT OF BEGINNING.

Said tract contains 811,997 square feet or 18.6409 acres more or less.

EXHIBIT B

Site Map
(showing scope of work for Frontage Road Projects)

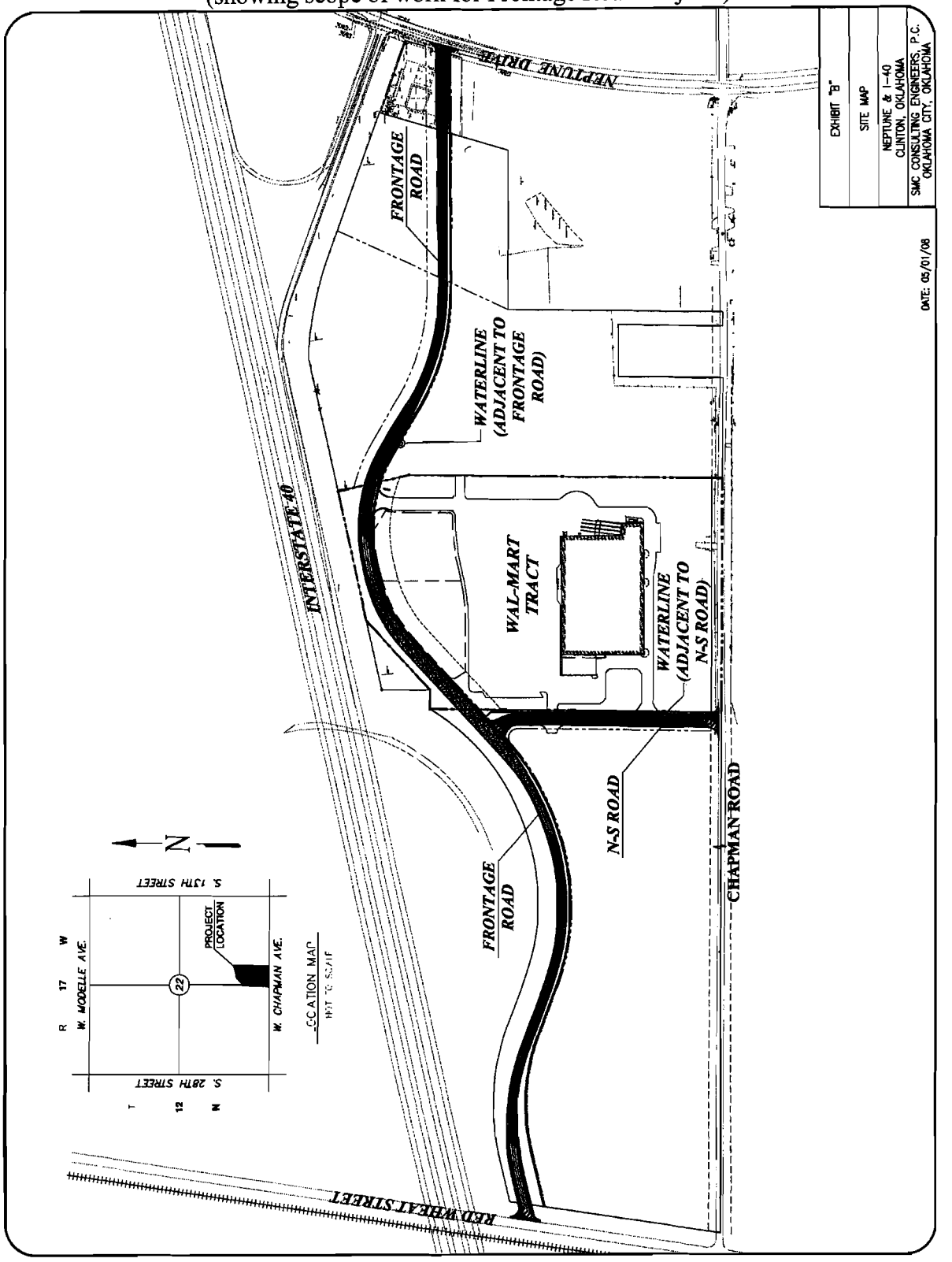


EXHIBIT C (1 of 2)

Temporary Construction Easement
Legal Description

May 1, 2008

A tract of land lying in the South Half of Section 22, Township 12 North, Range 17 West, I.M., Custer County, Oklahoma, more particularly described as follows:

COMMENCING at the Southwest Corner of the Southeast Quarter;

THENCE North 89°39'29" West, along the South line of said South Half, a distance of 60.19 feet;

THENCE North 00°38'02" East, parallel with the West line of said Southeast Quarter, a distance of 697.63 feet to the POINT OF BEGINNING;

THENCE continuing North 00°38'02" East, parallel with the West line of said Southeast Quarter, a distance of 226.49 feet;

THENCE South 89°21'58" East a distance of 60.20 feet, to a point on the West line of said Southeast Quarter;

THENCE North 47°23'50" East a distance of 302.17 feet, to a point on the Southerly Right of Way line of Interstate No. 40;

THENCE North 77°20'17" East, along said Right of Way line, a distance of 412.46 feet;

THENCE South 12°39'43" East a distance of 202.62 feet to a point of non-tangent curvature;

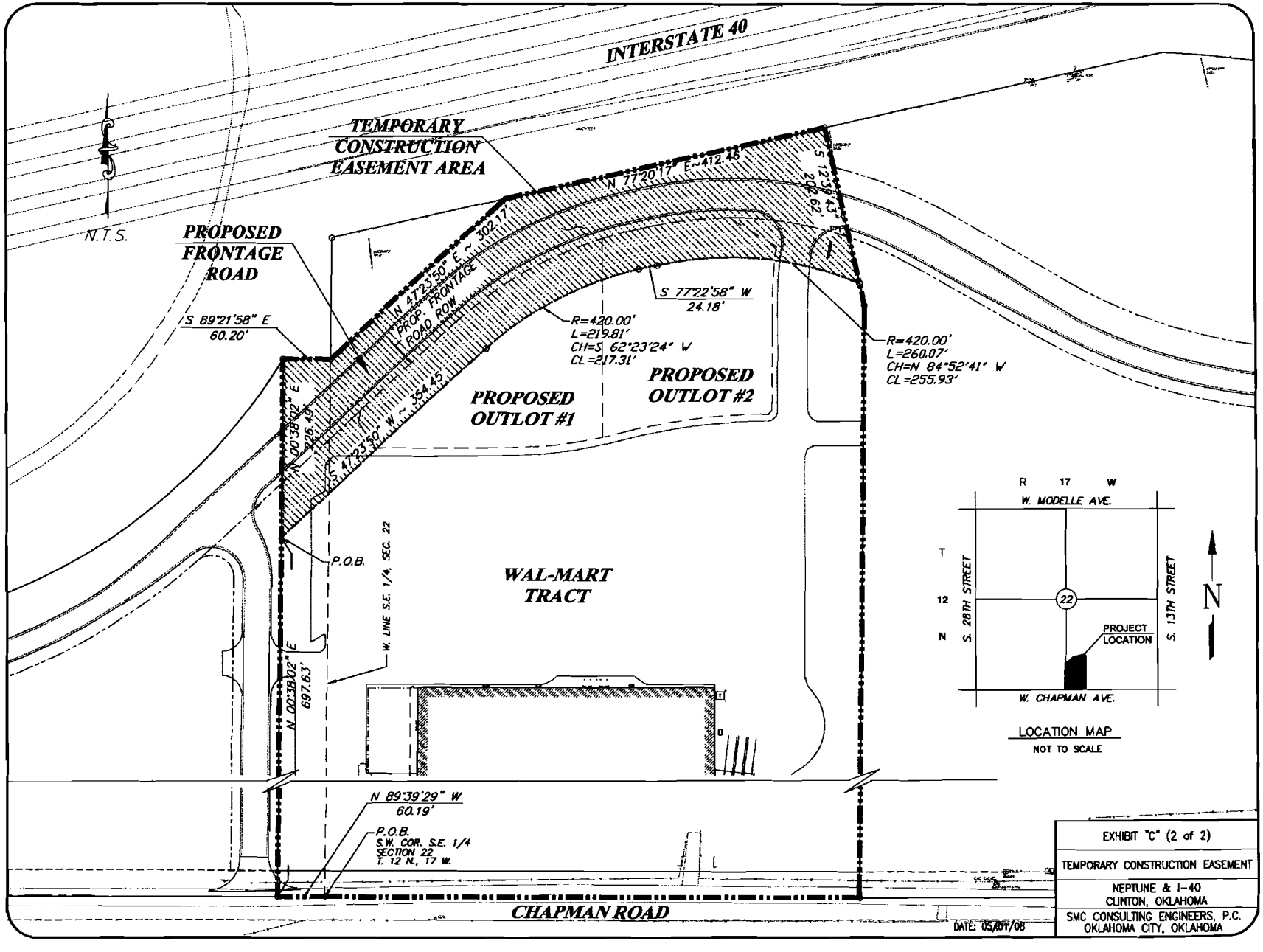
THENCE northwesterly along a curve to the left, having a radius of 420.00 feet (said curve being subtended by a chord bearing North 84°52'41" West a chord distance of 255.93 feet) an arc length of 260.07 feet;

THENCE South 77°22'58" West a distance of 24.18 feet to a curve to the left;

THENCE southwesterly along a curve to the left, having a radius of 420.00 feet (said curve being subtended by a chord bearing South 62°23'24" West a chord distance of 217.31 feet) an arc length of 219.81 feet;

THENCE South 47°23'50" West a distance of 354.45 feet to the POINT OF BEGINNING.

Said tract contains 110,923 square feet or 2.5464 acres more or less.


INTERSTATE 40
TEMPORARY CONSTRUCTION EASEMENT AREA
N.T.S.
PROPOSED FRONTAGE ROAD
S 89°21'58" E
60.20'
N 47°23'50" E ~ 302.17'
PROP. FRONTAGE ROAD ROW
S 47°23'50" W ~ 354.45'
N 00°38'02" E
426.45'
N 77°20'17" E~412.45'
S 12°39'43" E
202.62'
S 77°22'58" W
24.18'
R=420.00'
L=219.81'
CH=S 62°23'24" W
CL=217.31'
R=420.00'
L=260.07'
CH=N 84°52'41" W
CL=255.93'
PROPOSED OUTLOT #1
PROPOSED OUTLOT #2
WAL-MART TRACT
P.O.B.
W. LINE S.E. 1/4, SEC. 22
N 00°38'02" E
697.63'
N 89°39'29" W
60.19'
P.O.B.
S.W. COR. S.E. 1/4
SECTION 22
T. 12 N., 17 W.
CHAPMAN ROAD
R 17 W
W. MODELLE AVE.
T 12 N
S. 28TH STREET
S. 13TH STREET
22
PROJECT LOCATION
W. CHAPMAN AVE.
N
LOCATION MAP
NOT TO SCALE
EXHIBIT "C" (2 of 2)
TEMPORARY CONSTRUCTION EASEMENT
NEPTUNE & I-40
CLINTON, OKLAHOMA
SMC CONSULTING ENGINEERS, P.C.
OKLAHOMA CITY, OKLAHOMA
DATE: 05/07/08

April 1, 2008

City of Clinton
Lisa Anders, City Clerk
P.O. Box 1177
Clinton, OK 73601

RE: I-40 Sign Locations
Lease No. 12940-1, I-40 1.6 mi. W/O US 183, SS, 64.8mm
Lease No. 12950-1, I-40 1.7 mi. W/O US 183, SS, 64.6mm

Hello Ms. Anders and The City of Clinton:

I hope this letter finds you doing well. It was wonderful to speak with you today. Thankfully we have located the new/correct landowner. The following are a few options for continuing the sign leases and their annual rental.

Note: We have plans to reconstruct the one (1) location on the east side of the property. Unfortunately over the last year or so there has been lots of weather damage across the state for us which continually alters our plans. Nevertheless we want to commence the new lease/rent at this site immediately.

Each option is per location!!!

- Ten Year Lease Term - $1,350/yr.
- Fifteen Year Lease Term - $1,600/yr.
- Twenty Year Lease Term - $1,950/yr.
- Perpetual Easement - $20,000

Lamar has been exclusively in the outdoor industry since 1902. We take pride in providing fair and advantageous arrangements for our landowners and understand it is a privilege to be tenants of your property.

We look forward to a great working relationship. If there are any questions please do not hesitate to contact me toll free at 877/890-9837.

Sincerely,

Eric W. Cayot
Real Estate Manager

THE LAMAR COMPANIES

This Instrument Prepared by:
James R. McIlwain
5551 Corporate Boulevard
Baton Rouge, Louisiana 70808

James R. McIlwain

_____ New
_____ Renewal
266-12940-1 Lease #

SIGN LOCATION LEASE

THIS LEASE AGREEMENT, made this _____ day of _____, 20_____, by and between:

Clinton Industrial Authority

(hereinafter referred to as "Lessor") and **THE LAMAR COMPANIES** (hereinafter referred to as "Lessee"), provides

WITNESSETH

"**LESSOR** hereby leases to **LESSEE**, it successors or assigns, as much of the hereinafter described lease premises as may be necessary for the construction, repair and relocation of an outdoor advertising structure ("sign"), including necessary structures, advertising devices, utility service, power poles, communications devices and connections, with the right of access to and egress from the sign by **LESSEE'S** employees, contractors, agents and vehicles and the right to survey, post, illuminate and maintain advertisements on the sign, and to modify the sign to have as many advertising faces, including changeable copy faces or electronic faces, as are allowed by local and state law, and to maintain telecommunications devices or other activities necessary or useful in **LESSEE'S** use of the sign. Any discrepancies or errors in the location and orientation of the sign are deemed waived by **LESSOR** upon **LESSOR'S** acceptance of the first rental payment due after the construction of the sign.

The premises are a portion of the property located in the County/Parish of Custer, State of Oklahoma, more particularly described as:

I-40, 1.6 mi W/O US 183, SS, 64.8MM

SW/4, Sec 22, T12N, R17W

1. This Lease shall be for a term of ten (10) years commencing on the first day of the calendar month following the date of completion of construction of the sign, or, if this is a renewal Lease, the term and payments begin _____ ("commencement date").

~~**LESSEE** may renew this Lease, for an additional term, of equal length, on the same terms and conditions. Said renewal term shall automatically go into effect unless **LESSEE** shall give to **LESSOR** written notice of non-renewal at least sixty (60) days prior to the expiration of the original term.~~

After the original and any renewal term of this lease, it shall continue on Successive One (1) year terms unless either party shall give the other party written notice of nonrenewal at least Ninety (90) days prior to the expiration of the then-current term.

2. **LESSEE** shall pay to **LESSOR** an annual rental of ($_____)Dollars, payable_____ in advance in equal installments of _____ ($_____) each, with the first installment due on the first day of the month following commencement. Rent shall be considered tendered upon due mailing or attempted hand delivery during reasonable business hours at the address designated by **LESSOR**, whether or not actually received by **LESSOR**. Should **LESSEE** fail to pay rent or perform any other obligation under this lease within thirty (30) days after such performance is due, **LESSEE** will be in default under the lease. In the event of such default, **LESSOR** must give **LESSEE** written notice by certified mail and allow **LESSEE** thirty (30) days thereafter to cure any default.

3. **LESSOR** agrees not to erect or allow any other off-premise advertising structure(s), other than **LESSEE'S**, on property owned or controlled by **LESSOR** within two thousand (2000) feet of **LESSEE'S** sign. **LESSOR** further agrees not to erect or allow any other obstruction of highway view or any vegetation that may obstruct the highway view of **LESSEE'S** sign. **LESSEE** is hereby authorized to remove any such other advertising structure, obstruction or vegetation at **LESSEE'S** option.

lease. **LESSOR** is not aware of any unrecorded rights, servitudes, easements, subdivision or building restrictions, or agreements affecting the premises that prohibit the erection, posting, painting, illumination or maintenance of the sign. **LESSOR** acknowledges that the terms and conditions of this agreement are confidential and proprietary and shall not be disclosed to any third-party without the written consent of **LESSEE**.

7. In the event of any change of ownership of the property herein leased, **LESSOR** agrees to notify **LESSEE** promptly of the name, address, and phone number of the new owner, and **LESSOR** further agrees to give the new owner formal written notice of the existence of this lease and to deliver a copy thereof to such new owner at or before closing. In the event that **LESSEE** assigns this lease, assignee will be fully obligated under this Lease and **LESSEE** will no longer be bound by the lease. This lease is binding upon the personal representatives, heirs, executors, successors, and assigns of both **LESSEE** and **LESSOR**.

8. In the event of condemnation of the subject premises or any part thereof by proper authorities, or relocation of the highway, the **LESSOR** grants to the **LESSEE** the right to relocate its sign on **LESSOR'S** remaining property adjoining the condemned property or the relocated highway. Any condemnation award for **LESSEE'S** property shall accrue to **LESSEE**.

9. **LESSEE** agrees to indemnify **LESSOR** from all claims of injury and damages to **LESSOR** or third parties caused by the installation, operation, maintenance, or dismantling of **LESSEE'S** sign during the term of this lease. **LESSEE** further agrees to repair any damage to the premises or property at the premises resulting from the installation, operation, maintenance, or dismantling of the sign, less ordinary wear and tear.

~~10. **LESSOR** agrees to indemnify **LESSEE** from any and all damages, liability, costs and expenses, including attorney's fees, resulting from any inaccuracy in or nonfulfillment of any representation, warranty or obligation of **LESSOR** herein.~~

~~11. If **LESSOR** desires to sell or otherwise transfer any interest in the property upon which the sign is situated, **LESSOR** grants **LESSEE** an option to purchase a perpetual easement (servitude) encompassing the sign and the access, utility service and visibility rights set forth herein. **LESSEE** must elect to exercise this option within thirty (30) days after written notification of **LESSOR**'s desire to sell. **LESSEE'S** failure to exercise this option within said period shall be a waiver of this option. The price for such easement (servitude) shall be six (6) times the previous Lease year's annual rental paid by **LESSEE** pursuant to the terms hereof. Closing shall be within thirty (30) days of **LESSEE'S** exercise of this option.~~

12. Prior to **LESSEE** removing its sign, and for five (5) years after such removal, **LESSOR** grants **LESSEE** a first right of refusal to match any bona fide agreement of **LESSOR** with a third party for the purpose of permitting off-premise outdoor advertising on any portion of the leased premises. **LESSEE** has seven (7) days after **LESSOR** provides to **LESSEE** a copy of such agreement executed by such third party to match the terms of such agreement.

13. If required by **LESSEE**, **LESSOR** will execute and acknowledge a memorandum of Lease suitable for recordation.

14. This Lease is **NOT BINDING UNTIL ACCEPTED** by the General Manager of a Lamar Advertising Company.

THE LAMAR COMPANIES, LESSEE:

BY: _____

_____
VICE-PRESIDENT/GENERAL MANAGER

DATE: / /

LESSOR: Clinton Industrial Authority

BY: _____

BY: _____

DATE: / /

_____
LESSOR'S TELEPHONE NUMBER

_____
LESSOR'S SOCIAL SECURITY NUMBER /
EMPLOYER IDENTIFICATION NUMBER

_____
Tax ID Parcel # (for land on which sign is located)

THE LAMAR COMPANIES

Rider # 1 of Lease 12940-1 to Lease dated the _____ day of _____, 2008, by and between Clinton Industrial Authority, as Lessor and The Lamar Companies, as Lessee.

Any provision to the contrary in this lease notwithstanding, Lessor and Lessee agree that Lessor may terminate this lease upon Ninety (90) days written notice and the return of any unearned rentals under either of the following circumstances:

(1) Intention by the Lessor, as evidenced by a copy of the building permit, to construct upon the premises a permanent, substantial building ~~requiring the removal of Lessee's sign, structure, and equipment; provided, however, that if any portion of Lessor's property is not to be so improved, Lessee has the option to relocate the advertising structure(s) to the unimproved portion and to continue the lease on the same terms~~.

(2) A bona fide sale of the premises. In the event of sale of the premises without termination, Lessor will promptly notify Lessee of the name and address of the subsequent owner, and Lessor shall give the subsequent owner notification of this lease and provide him with a copy of same. Prior to Lessor's exercise of his right to cancel this lease upon sale of the leased premises, Lessee shall have the right of first refusal to meet any bona fide offer of sale on the same terms and conditions of such offer. Upon Lessee's failure to meet such offer in writing within ten (10) days after written notice thereof from Lessor, Lessor may sell the leased premises to the third party in accordance with his offer.

In the event Lessor cancels the lease under this rider, Lessor and it successors or assigns further agree not to allow the erection of any other off premise outdoor advertising structure on any portion of Lessor's property for the full term of this lease, ~~including any option periods~~.

In the event Lessor complies with either of the above provisions, it shall be the responsibility of Lessee to remove all signs or other structures erected on the leased premises by the 95th day of the 90-day notice.

~~This rider shall not apply to a sale to, or development by, persons or entities related to or affiliated with the Lessor, persons or entities with the power of eminent domain, or for the purposes of constructing an outdoor advertising structure.~~

_____
LESSOR

_____
LESSEE

THE LAMAR COMPANIES

This Instrument Prepared by:
James R. McIlwain
5551 Corporate Boulevard
Baton Rouge, Louisiana 70808

James R. McIlwain

_____ New
_____ Renewal
266-12950-1 Lease #

SIGN LOCATION LEASE

THIS LEASE AGREEMENT, made this _____ day of _____, 20_____, by and between:

Clinton Industrial Authority

(hereinafter referred to as "Lessor") and **THE LAMAR COMPANIES** (hereinafter referred to as "Lessee"), provides

WITNESSETH

"**LESSOR** hereby leases to **LESSEE**, it successors or assigns, as much of the hereinafter described lease premises as may be necessary for the construction, repair and relocation of an outdoor advertising structure ("sign"), including necessary structures, advertising devices, utility service, power poles, communications devices and connections, with the right of access to and egress from the sign by **LESSEE'S** employees, contractors, agents and vehicles and the right to survey, post, illuminate and maintain advertisements on the sign, and to modify the sign to have as many advertising faces, including changeable copy faces or electronic faces, as are allowed by local and state law, and to maintain telecommunications devices or other activities necessary or useful in **LESSEE'S** use of the sign. Any discrepancies or errors in the location and orientation of the sign are deemed waived by **LESSOR** upon **LESSOR'S** acceptance of the first rental payment due after the construction of the sign.

The premises are a portion of the property located in the County/Parish of Custer, State of Oklahoma, more particularly described as:

I-40, 1.7 mi W/O US 183, SS, 64.4MM

SW/4, Sec 22, T12N, R17W

1. This Lease shall be for a term of ten (10) years commencing on the first day of the calendar month following the date of completion of construction of the sign, or, if this is a renewal Lease, the term and payments begin _____ ("commencement date").

~~**LESSEE** may renew this Lease, for an additional term, of equal length, on the same terms and conditions. Said renewal term shall automatically go into effect unless **LESSEE** shall give to **LESSOR** written notice of non-renewal at least sixty (60) days prior to the expiration of the original term.~~

After the original and any renewal term of this lease, it shall continue on Successive One (1) year terms unless either party shall give the other party written notice of nonrenewal at least Ninety (90) days prior to the expiration of the then-current term.

2. **LESSEE** shall pay to **LESSOR** an annual rental of ($_____)Dollars, payable_____ in advance in equal installments of _____ ($_____) each, with the first installment due on the first day of the month following commencement. Rent shall be considered tendered upon due mailing or attempted hand delivery during reasonable business hours at the address designated by **LESSOR**, whether or not actually received by **LESSOR**. Should **LESSEE** fail to pay rent or perform any other obligation under this lease within thirty (30) days after such performance is due, **LESSEE** will be in default under the lease. In the event of such default, **LESSOR** must give **LESSEE** written notice by certified mail and allow **LESSEE** thirty (30) days thereafter to cure any default.

3. **LESSOR** agrees not to erect or allow any other off-premise advertising structure(s), other than **LESSEE'S**, on property owned or controlled by **LESSOR** within two thousand (2000) feet of **LESSEE'S** sign. **LESSOR** further agrees not to erect or allow any other obstruction of highway view or any vegetation that may obstruct the highway view of **LESSEE'S** sign. **LESSEE** is hereby authorized to remove any such other advertising structure, obstruction or vegetation at **LESSEE'S** option.

lease. **LESSOR** is not aware of any unrecorded rights, servitudes, easements, subdivision or building restrictions, or agreements affecting the premises that prohibit the erection, posting, painting, illumination or maintenance of the sign. **LESSOR** acknowledges that the terms and conditions of this agreement are confidential and proprietary and shall not be disclosed to any third-party without the written consent of **LESSEE**.

7. In the event of any change of ownership of the property herein leased, **LESSOR** agrees to notify **LESSEE** promptly of the name, address, and phone number of the new owner, and **LESSOR** further agrees to give the new owner formal written notice of the existence of this lease and to deliver a copy thereof to such new owner at or before closing. In the event that **LESSEE** assigns this lease, assignee will be fully obligated under this Lease and **LESSEE** will no longer be bound by the lease. This lease is binding upon the personal representatives, heirs, executors, successors, and assigns of both **LESSEE** and **LESSOR**.

8. In the event of condemnation of the subject premises or any part thereof by proper authorities, or relocation of the highway, the **LESSOR** grants to the **LESSEE** the right to relocate its sign on **LESSOR'S** remaining property adjoining the condemned property or the relocated highway. Any condemnation award for **LESSEE'S** property shall accrue to **LESSEE**.

9. **LESSEE** agrees to indemnify **LESSOR** from all claims of injury and damages to **LESSOR** or third parties caused by the installation, operation, maintenance, or dismantling of **LESSEE'S** sign during the term of this lease. **LESSEE** further agrees to repair any damage to the premises or property at the premises resulting from the installation, operation, maintenance, or dismantling of the sign, less ordinary wear and tear.

~~10. **LESSOR** agrees to indemnify **LESSEE** from any and all damages, liability, costs and expenses, including attorney's fees, resulting from any inaccuracy in or nonfulfillment of any representation, warranty or obligation of **LESSOR** herein.~~

~~11. If **LESSOR** desires to sell or otherwise transfer any interest in the property upon which the sign is situated, **LESSOR** grants **LESSEE** an option to purchase a perpetual easement (servitude) encompassing the sign and the access, utility service and visibility rights set forth herein. **LESSEE** must elect to exercise this option within thirty (30) days after written notification of **LESSOR**'s desire to sell. **LESSEE'S** failure to exercise this option within said period shall be a waiver of this option. The price for such easement (servitude) shall be six (6) times the previous Lease year's annual rental paid by **LESSEE** pursuant to the terms hereof. Closing shall be within thirty (30) days of **LESSEE'S** exercise of this option.~~

12. Prior to **LESSEE** removing its sign, and for five (5) years after such removal, **LESSOR** grants **LESSEE** a first right of refusal to match any bona fide agreement of **LESSOR** with a third party for the purpose of permitting off-premise outdoor advertising on any portion of the leased premises. **LESSEE** has seven (7) days after **LESSOR** provides to **LESSEE** a copy of such agreement executed by such third party to match the terms of such agreement.

13. If required by **LESSEE**, **LESSOR** will execute and acknowledge a memorandum of Lease suitable for recordation.

14. This Lease is **NOT BINDING UNTIL ACCEPTED** by the General Manager of a Lamar Advertising Company.

THE LAMAR COMPANIES, LESSEE:

BY: _____

_____
VICE-PRESIDENT/GENERAL MANAGER

DATE: / /

LESSOR: Clinton Industrial Authority

BY: _____

BY: _____

DATE: / /

_____
LESSOR'S TELEPHONE NUMBER

_____
LESSOR'S SOCIAL SECURITY NUMBER /
EMPLOYER IDENTIFICATION NUMBER

_____
Tax ID Parcel # (for land on which sign is located)

THE LAMAR COMPANIES

Rider # 1 of Lease 12950-1 to Lease dated the _____ day of _____, 2008, by and between Clinton Industrial Authority, as Lessor and The Lamar Companies, as Lessee.

Any provision to the contrary in this lease notwithstanding, Lessor and Lessee agree that Lessor may terminate this lease upon Ninety (90) days written notice and the return of any unearned rentals under either of the following circumstances:

(1) Intention by the Lessor, as evidenced by a copy of the building permit, to construct upon the premises a permanent, substantial building ~~requiring the removal of Lessee's sign, structure, and equipment; provided, however, that if any portion of Lessor's property is not to be so improved, Lessee has the option to relocate the advertising structure(s) to the unimproved portion and to continue the lease on the same terms~~.

(2) A bona fide sale of the premises. In the event of sale of the premises without termination, Lessor will promptly notify Lessee of the name and address of the subsequent owner, and Lessor shall give the subsequent owner notification of this lease and provide him with a copy of same. Prior to Lessor's exercise of his right to cancel this lease upon sale of the leased premises, Lessee shall have the right of first refusal to meet any bona fide offer of sale on the same terms and conditions of such offer. Upon Lessee's failure to meet such offer in writing within ten (10) days after written notice thereof from Lessor, Lessor may sell the leased premises to the third party in accordance with his offer.

In the event Lessor cancels the lease under this rider, Lessor and it successors or assigns further agree not to allow the erection of any other off premise outdoor advertising structure on any portion of Lessor's property for the full term of this lease, ~~including any option periods~~.

In the event Lessor complies with either of the above provisions, it shall be the responsibility of Lessee to remove all signs or other structures erected on the leased premises by the 95th day of the 90-day notice.

~~This rider shall not apply to a sale to, or development by, persons or entities related to or affiliated with the Lessor, persons or entities with the power of eminent domain, or for the purposes of constructing an outdoor advertising structure.~~

_____
LESSOR

_____
LESSEE

PUBLIC NOTICE OF A REGULAR MEETING
OF THE CITY COUNCIL
TUESDAY, MAY 20, 2008 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Meeting status: Completed

1. Call to Order
2. Opening Prayer Rex Arnold, St. Mary's Catholic Church
3. Consent Agenda
    A. Consider Approval of Minutes of Regular Meeting on May 6, 2008
4. Action Items:
    A. Consider Agreement with SBA Towers II, LLC for a Cellular Tower Site at Clinton-Sherman Industrial Airpark
    B. Consider Appointment to Western Plains Library Board of Trustees
    C. Consider renewal of Agreement with Multi-County Youth Services
    D. Consider Resolution No. 781 regarding establishing of Building Permit Application Process
    E. Consider Construction Agreement between the City of Clinton and Wal-Mart
5. City Managers Report
6. Recognition of Registered Audience
7. Adjournment

Filed this 16th Day of May, 2008. Posted on the bulletin board in the lobby of the Clinton City Hall on May 16, 2008 at 1:30 p.m.

MINUTES OF THE CLINTON CITY COUNCIL
MAY 6, 2008

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, May 6, 2008 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 May 2, 2008.

Mayor Lynn Norman called the meeting to order with the following present;

MAYOR: Lynn Norman
COUNCIL: Mark Hendrickson, Terry Wheeler, Bob Marcy, Allen Bryson,
CITY MANAGER: Grayson Bottom
CITY CLERK: Lisa Anders
CITY TREASURER: Debra Blanchard
DEPUTY CITY CLERK: Rhonda Williams
CITY ATTORNEY: Ryan Meacham
NEWS MEDIA: Gerald Green
OTHERS: Gene McCullough, Wade Anders, Randy Carpenter, Curtis Brenforder, David Crabtree, Arnold Adams, Bob White, Kelly Somner, Charles Fry, Robert Mayfield, Rod Serfoss, Max McKinsey, Kurt Geswender and others.

Councilman Mark Hendrickson opened the meeting with prayer and Trustee Bob Marcy led the Pledge of Allegiance.

AGENDA ITEM NO. 3: CONSENT AGENDA

A. Minutes of Regular Meeting of April 15, 2008 and April 25, 2008
B. Consider Claims

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

Mayor put the motion to a roll call vote:

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

Mayor declared the motion carried.

AGENDA ITEM NO. 4 ACTION ITEMS

AGENDA ITEM 4A. CONSIDER PROCLAMATION REGARDING NATIONAL POLICE OFFICER WEEK

Motion was made by Councilman Marcy and seconded by Councilman Hendrickson to execute the proclamation declaring May 11 through May 17, 2008 as National Police Officer Week.

Mayor put the motion to a roll call vote:

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

Mayor declared the motion carried.

AGENDA ITEM 4B. CONSIDER RESOLUTION 780 REGARDING SETTING 2008 MUNICIPAL ELECTION DATES

Resolution 780 established the filing period and election dates for the municipal election for Ward Two, Ward Four and Mayor.

Motion was made by Councilman Wheeler and seconded by Councilman Hendrickson to approve Resolution 780 regarding setting the 2008 Municipal Election dates.

Mayor put the motion to a roll call vote:

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

Mayor declared the motion carried.

AGENDA ITEM 4C. CONSIDER RENEWAL OF COMMUNITY INTERVENTION CENTER CONTRACT

The Fiscal year 2009 Community Intervention Center Contract was presented for renewal.

Tracy Howell, director of the Multi-County Youth Service, expressed her appreciation to the City of Clinton for being one of their biggest supporters. She also said Clinton utilized their facility the most. She said the request for funding is the same amount as last year.

Motion was made by Councilman Bryson and seconded by Councilman Marcy to approve the renewal of the Community Intervention Center contract.

Councilman Hendrickson left the room.

Mayor put the motion to a roll call vote;

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

Mayor declared the motion carried.

Councilman Hendrickson rejoined the meeting.

RESOLUTION NO. 780

BE IT RESOLVED BY the City Council of the City of Clinton that for the purpose of electing officers of said City that said City of Clinton will conduct:

1. **A primary election, if needed, to be held on Tuesday, July 29, 2008; *Should there be only two candidates for an office to be filed, their names will be placed on the November General Election ballot and the names will not appear on the July Primary ballot;* and**

2. **A general election, if needed, to be held on Tuesday, November 4, 2008; and**

BE IT FURTHER RESOLVED that the following officers will be elected for the terms of office;

Councilman representing Ward Two and Councilman representing Ward Four and Mayor at Large, each for a term of two years, beginning at 5:30 P.M., on Tuesday, January 6, 2009; and

Filing period for the above mentioned office will be for 8 o'clock A.M., Monday, June 2, 2008 through 5 o'clock P.M. Wednesday, June 4, 2008, in the office of the Custer County Election Board located at 633 North 6th in Clinton, Oklahoma; and

BE IT FURTHER RESOLVED that candidates for Councilman for the aforementioned wards must be qualified electors of their respective wards, and candidates for councilman from the aforementioned wards shall be nominated and elected by the qualified electors of their respective wards. Mayor shall be nominated and elected at large. Both primary and general elections shall be nonpartisan; and no party designation or emblem shall be placed on the ballots.

Adopted this 6th **day of** May, **2008.**

Lynn E. Norman

Lynn E. Norman, Mayor

ATTEST:

Lisa Anders

Lisa Anders, City Clerk

I, Ann Brown, **Custer County Election Board Secretary have this day received a copy of the above Resolution of the City of Clinton, Oklahoma.**

RECEIVED
MAY 8 2008
CUSTER COUNTY
ELECTION BOARD

Date: 5-8-08

Ann Brown

Narci K. Smith, Custer County Election Board Secretary

Chief Clerk

4D. CONSIDER ELECTION OF TRUSTEES TO THE OKLAHOMA MUNICIPAL ASSURANCE GROUP

As a member of the Oklahoma Municipal Assurance Group, the City is eligible to vote for three trustees to serve on the board. City Manager Grayson Bottom recommended Janice Cain and Pam Polk as trustees and said he would like to serve on this board also.

Motion was made by Councilman Wheeler and seconded by Councilman Marcy to vote for Janice Cain, Pam Polk and Grayson Bottom to serve on the Oklahoma Municipal Assurance Group board.

Mayor put the motion to a roll call vote:

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

Mayor declared the motion carried.

5. CITY MANAGER'S REPORT

Fire Chief Wade Anders introduced Curtis Brenforder of Mar's Pet Care. Anders explained that Bar-S has previously provided training and equipment to the Fire Department to assist in firefighting. He said Mar's Pet Care has purchased a trailer for the equipment.

Mr. Brenforder expressed his appreciation to all of the city departments. He said the local support in Clinton exceeds other sites where he has been assigned.

City Manager Grayson Bottom presented a draft Building Permit Process report. He asked Council members to review the information and forward comments. The next step is preparation for a resolution to establish a policy statement and then an ordinance to establish penalties to follow.

City Manager Bottom introduced Gene McCullough as the new Information Technology employee.

City Manager Bottom introduced Arnold Adams as the newly appointed Public Works Director.

The first budget work session was set for Tuesday, May 20, 2008 at 8:30 a.m. at the Frisco Center. Bottom said a second session would be scheduled for the following week in the evening.

AGENDA ITEM NO. 7: ADJOURNMENT

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

Mayor put the motion to a roll call vote:

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

Mayor declared the meeting adjourned at 6:25 P.M.

Record and return to:
Seidman, Prewitt, DiBello & Lopez, P.A.
5900 Broken Sound Parkway, NW
Boca Raton, FL 33487
561.226.9365

NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement"), dated as of April ___, 2008 by SBA TOWERS II LLC., a Florida limited liability company, having its principal office and place of business located at 5900 Broken Sound Parkway, NW, Boca Raton, Florida 33487 ("Tenant"), and the CITY OF CLINTON, OKLAHOMA, a municipal corporation having an office at 415 Gary Blvd, Clinton, Oklahoma 73601 ("City").

PRELIMINARY STATEMENT:

A. On December 6, 2006, the City conveyed certain real property ("Property") to the Oklahoma Space Industry Development Authority ("Landlord") pursuant to that certain Deed ("Deed") recorded in Book 1056, Page 291, Washita County, Oklahoma. The Deed contains a reverter clause permitting the City to re-enter and take possession of the Property from Landlord upon the occurrence of certain events as described in the Deed.

B. On May 23, 2007, Landlord and Evergreen Towers, LLC ("Evergreen") entered into that certain Site Ground Lease Agreement ("Lease") for that certain parcel of real property as more particularly described on Exhibit "A" attached hereto ("Premises"), which Premises is a portion of the Property. Evergreen has or will be assigning the Lease to Tenant.

C. Tenant desires that City recognize Tenant's rights under the Lease in the event the City retakes possession and title to the Property and Tenant is willing to attorn to the City if the City will recognize Tenant's right of possession under the Lease.

Therefore, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Tenant hereby agree as follows:

1. Subordination; Non-Disturbance. Tenant acknowledges that the Lease is junior and subordinate to the terms of the Deed. Provided (a) Tenant complies with this Agreement, (b) Tenant is not in default under the terms of the Lease and no event has occurred which, with the passage of time or the giving of notice or both, would constitute a default under the Lease, and (c) the Lease is in full force and effect, the City will not disturb Tenant's possession under the Lease and the Lease will not be affected or cut off by the City retaking possession and title to the Property pursuant to the terms of the Deed, and notwithstanding any such retaking of possession and title to the Property, the City will recognize the Lease and will accept the attornment of Tenant thereunder.

2. Attornment. Upon the City retaking possession and title to the Property pursuant to the terms of the Deed, Tenant shall attorn to the City as the landlord under the Lease. Said attornment shall be effective and self-operative without the execution of any further instruments upon the City succeeding to the interest of the landlord under the Lease. Tenant and City shall, however, confirm the provisions of this paragraph in writing upon request by either of them.

3. Miscellaneous.

(a) This Agreement shall inure to the benefit of the parties hereto, their successors and assigns. This Agreement shall be deemed to automatically benefit any assignee of the Lease.

(b) This Agreement is the whole and only agreement between the parties hereto with regard to the subject matter hereof. This Agreement may not be modified in any manner or terminated except by an instrument in writing executed by the parties hereto.

(c) This Agreement shall be deemed to have been made in the state where the Property is located and the validity, interpretation and enforcement of this Agreement shall be determined in accordance with the laws of such state.

(d) In the event any legal action or proceeding is commenced to interpret or enforce the terms of, or obligations arising out of, this Agreement, or to recover damages for the breach thereof, the party prevailing in any such action or proceeding shall be entitled to recover from the non-prevailing party all reasonable attorneys' fees, costs and expenses incurred by the prevailing party.

(e) Any notices or communications required or permitted to be given or made hereunder shall be deemed to be so given or made when in writing and delivered in person or sent by United States registered or certified mail, postage prepaid, or by nationally recognized overnight courier service, directed to the parties at the following addresses listed above or to such other address as such party may from time to time designate in writing to the other party. Notices or communications mailed in the U.S. mail shall be deemed to be served on the third business day following mailing, notices or communication served by hand or by overnight courier shall be deemed served upon receipt.

IN WITNESS WHEREOF, this Agreement has been signed and delivered as of the date and year first above set forth.

TENANT:

Witnesses:

SBA TOWERS II LLC, a Florida
Limited liability company

_____
Print Name:

_____
Print Name:

By: _____
Print Name: _____
Its: _____

State of _____
County of _____

The foregoing instrument was acknowledged before me this ___ day of _____, 2008 by _____ (name of officer or agent, title of officer or agent) of _____ (name of corporation acknowledging) a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

WITNESS my hand this ____ day of _____, 2008.

Print Name: _____
NOTARY PUBLIC - _____
Commission Number: _____
My Commission Expires: _____

SEAL

CITY:

CITY OF CLINTON, OKLAHOMA, a municipal corporation

_____
Print Name:

_____
Print Name:

By: _____
Print Name:_____
Its: _____

State of _____
County of _____

The foregoing instrument was acknowledged before me this ___ day of _____, 2008 by _____ (name of officer or agent, title of officer or agent) of _____ (name of corporation acknowledging) a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

WITNESS my hand this ____ day of _____, 2008.

Print Name: _____
NOTARY PUBLIC - _____
Commission Number: _____
My Commission Expires: _____

SEAL

Exhibit "A"

Legal Description of the Premises

SUBJECT TRACT DESCRIPTION
A tract of land located in the SW/4 of the SE/4 of Section 11, Township 10 North, Range 19 West, Washita County, Oklahoma, more particularly described as follows: Beginning at a point S 89°05'50" E a distance of 49.50 feet and N 00°54'10 E a distance of 78.75 feet from the Southwest corner of the SE/4 of said Section 11; thence N 00°54'10" E a distance of 100.00 feet; thence S 89°05'50" E a distance of 100.00 feet; thence S 00°54'10" W a distance of 100.00 feet; thence N 89°05'50" W a distance of 100.00 feet to the point of beginning. Containing 0.229 acres more or less.

INGRESS-EGRESS DESCRIPTION
A 12 foot wide strip of land located in the SW/4 of the SE/4 of Section 11, Township 10 North, Range 19 West, Washita County, Oklahoma, with the center line described as follows: Commencing at the Southwest corner of the SE/4 of said Section 11: thence S 89°05'50" E along the South line of said SE/4 a distance of 99.50 feet to the point of beginning; thence N 00°54'10" E a distance of 78.75 feet to the end of said 12 foot wide strip of land.

CABLE EASEMENT DESCRIPTION
A 10 foot wide strip of land located in the SW/4 of the SE/4 of Section 11, Township 10 North, Range 19 West, Washita County, Oklahoma, with the center line described as follows: Commencing at the Southwest corner of the SE/4 of said Section 11; thence S 89°05'50" E along the South line of said SE/4 a distance of 88.50 feet to the point of beginning; thence N 00°54'10" E a distance of 78.75 feet to the end of said 10 foot wide strip of land.

UTILITY EASEMENT DESCRIPTION
A 10 foot wide strip of land located in the SW/4 of the SE/4 of Section 11, Township 10 North, Range 19 West, Washita County, Oklahoma, with the center line described as follows: Commencing at the Southwest corner of the SE/4 of said Section 11; thence S 89°05'50" E along the South line of said SE/4 a distance of 110.50 feet to the point of beginning; thence N 00°54'10" E a distance of 78.75 feet to the end of said 10 foot wide strip of land.

CERTIFICATION OF LIBRARY BOARD APPOINTMENTS

This is to certify to the Oklahoma Department of Libraries that the following person has been appointed by the City Council of the City of_____, _____County, to the _____ _____Board in accordance with the provisions of the Oklahoma Library Code, Constitution of Oklahoma, Article 2 § 12 and 51 O.S. 1971 §6.

_____
Name & Address

Term, as provided in the Oklahoma Library Code, 65 O.S. 1971, §4-103(b).

_____, 20___ through June 30, 20___

Executed the _____day of _____, 20_____.

_____Mayor

Attest:

_____
City Clerk

(seal)

ODL 6/19/75

PROFESSIONAL SERVICES AGREEMENT WITH COMMITTEE OF CONCERN, INC. dba MULTI-COUNTY YOUTH SERVICES FOR USE OF COMMUNITY INTERVENTION CENTER SERVICES

This agreement is made and entered into this ___ day of _____, 2008 by and between the City of Clinton, a municipal corporation, hereinafter referred to as "City" and Committee of Concern, Inc., dba Multi-County Youth Services hereinafter referred to as "MCYS". When references are made to both the City and MCYS, they will be referred to as "Parties."

WITNESSETH:

Whereas, 74 Okla. Stat.7303-1.2 provides for Interlocal Agreements with the district courts allowing a municipality to assume jurisdiction for certain enumerated violations of municipal ordinances, including: vandalism, shoplifting, trespassing, assault, battery, assault and battery, truancy, curfew, possession of non intoxicating beverages, possession of alcoholic beverages, disorderly conduct, public intoxication, failure to appear for court appearance, or comply with a court order, and any other municipal ordinances as agreed by the district court, the district attorney and the municipality.

Whereas the City has executed a interlocal agreement with Custer County District Court and

Whereas, 10 Okla. Stat.7303-1.2 further authorizes the City of Clinton to contract with an independent entity, public or private, certified by the Oklahoma Office of Juvenile Affairs, for purposes of assessment and processing of juveniles who are taken into custody for one or more of the alleged violations of a municipal ordinance or state statute.

Whereas, MCYS has secured the necessary certification required by 10 Okla. Stat.7303-1.2 and the Parties are desirous of entering into an Agreement for the temporary holding, assessment, and processing of juveniles who are in police custody for all of the enumerated municipal or state violations allowed by law.

Now, therefore, the Parties, in consideration of the premises and the mutual covenants set forth below, do hereby agree as follows:

ARTICLE I: TERM/RENEWAL

A. The term of the Agreement shall be effective the 1st day of July 2008 at 12:01 a.m. through June 30, 2009. Thereafter, this agreement shall be automatically renewed for the successive one-year periods corresponding with the City's fiscal year.
B. This Agreement may be terminated by mutual consent or by either party, with our without cause, by giving thirty (30) days' written notice to the other Party.
C. Either party may request a modification of the Agreement by making a written request identifying the desired amendments, or the subject matter thereof, at least forty-five (45) days in advance of the negotiations concerning such amendment.

ARTICLE II: COMPENSATION

Under the terms of the Agreement, the City shall pay MCYS an amount of $20,000

ARTICLE III: SCOPE OF SERVICES

A. The purpose of this Agreement is to obtain the services of the Multi-County Youth Services Community Intervention Center, which has received the proper approval and certification by the Office of Juvenile Affairs as required by 10 Okla. Stat. 7303-1.2 . The Community Intervention Center located in Clinton may serve additional communities in Western Oklahoma.

B. MCYS agrees that it shall take all necessary steps to comply with all requirements of 10 Okla. Stat. 7303-1.2 and all standards promulgated by the Oklahoma Office of Juvenile Affairs including:
   1. Once the juvenile is in custody of the city and taken to the CIC, MCYS shall take all reasonable steps to locate the child's parent, legal guardian, legal custodian, attorney, or other responsible adult. Once contact as been made, the juvenile shall be released to the personal custody of his or her parent, legal guardian, legal custodian, attorney, or other responsible adult as soon as practical and upon the written promise of such person to return said juvenile to the appropriate court of jurisdiction to answer the charges.
   2. The juvenile shall be held for no longer than is required for processing and assessment up to a maximum twenty-four (24) hours. If no parent, legal guardian, legal custodian, attorney, or other responsible adult appear for the release then custody of juvenile shall be handled pursuant to 10 Okla. Stat. 7003-2.1.
   3. MCYS shall provide adequate fresh drinking water, adequate food not less than three (3) times in a twenty-four-- (24) hour period, adequate bathroom facilities and bedding. The child's parent, legal guardian, legal custodian, or attorney shall be responsible for any health care costs incurred.
   4. MCYS shall not provide transportation for juveniles held at the CIC.

C. MCYS further agrees to:
   1. Communicate with the Municipal Court and the Police Department in order to ensure effective use of services.
   2. Conduct a brief assessment on each youth, collecting the following information:
      a) youth's current living situation and who has responsibility for meeting his/her basic needs
      b) youth's current education status (enrolled, attending, suspended, expelled, dropped out)
      c) indications that the youth is involved with illegal substances.
      d) signs that the youth is a victim of violence
      e) the initial assessment may result in a referral to another agency for more in-depth assessments.
   3. Collect demographic information and enter it into JOLTS (Juvenile On-Line Tracking System) when the system is capable of accepting the data. .
   4. Track the youth through the municipal court system and enter appropriate information into JOLTS.
   5. Maintain records in accordance with State Law and provide the municipality with monthly reports that include but are not limited to the following information:
      a) Number of juveniles handled from the City
      b) Operational issues of concern

D. MCYS agrees to comply with all Local, State and/or Federal requirements concerning operation of a Community Intervention Center for juveniles for the City of Clinton.

E. The City of Clinton agrees to:

1. The City shall maintain an interlocal agreement with the District Court.
2. The City shall enact an ordinance to fine parents who fail to have the juvenile appear in court or assume custody from the CIC in a timely manner according to 10 Okla. Stat. 7303-1.2 (E) 4b.
3. To have all ordinances in place for the municipal court to handle 10 Okla. Stat. 7303-1.2 juvenile offenses.
4. Assure police department compliance with the criteria established for admission of juveniles to the Community Intervention Center.
5. Provide all necessary transportation of the juvenile while at the CIC.
6. Shall provide for any health care and treatment. The child's parent, legal guardian, legal custodian or attorney shall be responsible for any health care costs incurred.
7. Assist CIC staff in contacting parents who do not have a telephone.

ARTICLE IV: INDEPENDENT CONTRACTOR AND INSURANCE

This agreement shall not be construed as creating any agency or third party beneficiary agreements or liability in any form or manner whatsoever.

MCYS is an independent contractor and not an employee of the City of Clinton, and agrees to furnish the following certificate of insurance acceptable to the City, which shall be attached to this agreement.

1. Adequate Worker's Compensation coverage to comply with State laws and Employer's Liability Coverage in a minimum amount of $100,000.
2. Comprehensive Liability Coverage sufficient to meet the City's maximum liability under the Governmental Tort Claims Act, 51 Okla.Stat. 151 et seq. The Current minimum General Liability Coverage is $100,000 per person for bodily injury or death and $25,000 for property damage and $1,000,000 for any number of claims arising out of a single incident or occurrence.

ARTICLE V. INDEMNITY

MCYS hereby agrees to release, defend, indemnify and save harmless the City of Clinton its officers, agents, and employees from and against any and all loss or of damage to property, injury or death of any person or persons, and from and against any and all claims, damages, suits, costs, etc., in connection with any negligent acts of MCYS in connection with this Agreement. However, MCYS shall not be liable hereunder for any loss occurred by the negligent acts of the City of Clinton, its agents, or employees.

ARTICLE VI.

The Parties agree that MCYS may not assign its interest in this Agreement without prior written consent of the City.

In Witness Whereof, the Parties have executed this, Agreement by the signatures of the authorized persons listed as below set forth on the dates therein set out.

Committee of Concern, Inc. dba
Multi-County Youth Services

Byron Cox, Board President

Attest:

Dan Day, Secretary

PASSED AND APPROVED by the Mayor and City Council of the City of Clinton this _____ day of May, 2008.

City of Clinton, Oklahoma

MAYOR

Attest:

CITY CLERK

RESOLUTION NO. 781

A RESOLUTION OF THE CITY OF CLINTON
TO ESTABLISH ITS BUILDING PERMIT APPLICATION PROCESS

WHEREAS, the City of Clinton desires to establish a Building Permit Application Process:

Section 1. An applicant for a Building Permit shall submit a completed Building Permit Application, along with the required fees, of a type identified in either of the following subsections:

(a) for new construction or additions and/or alterations to existing structures, which has not begun;

(b) for new construction or additions and/or alterations to existing structures, which have begun, provided that there shall be a surcharge for ongoing construction and such construction shall cease until the permitting process is completed.

Section 2. A Building Permit Application shall contain the following information:

(a) Owner Information;

(b) Survey and/or Plot Plan;

(c) Type of Work to be Accomplished;

(d) Written Description of Work to be Accomplished;

(e) Detailed Drawing of Structure from an Architect or Engineer:

For new constructions, this will be comprised of one set of complete plans no smaller that 24" x 36" at minimum to include:

1. Site Plan

2. Plot Plan

3. Elevation

4. Electrical to include location of all plugs, switches, lights, disconnects, smoke detectors, main and sub panels and meter bases.

5. Plumbing to include location of fixtures, water and sewer supply lines, and sprinkler system heads

6. Mechanical to include location of units, size of units and disconnect size

(f) Contractor Information;

(g) Subcontractor Information;

(h) Total Square Footage;

(i) Total Number of Buildings and Units;

(j) Sprinkler System Information; and

(k) Certification of owner or authorized agent that all applicable laws have and will be abided by; and all information is true and correct to the best of the Applicants knowledge

Section 3. Upon submission of the completed Building Permit Application to the City Clerk, the application shall be reviewed for compliance with Title 10, 11, and 12 of this code.

Section 4. If it is determined that the Application should be referred to the Planning and Zoning Board, the Application shall be held in abeyance.

Section 5. Upon approval of a Building Permit Application, the City shall issue a Building Permit and a Permit Placard. A copy of the Permit shall be kept visible on the exterior of the project site, along with the Permit Placard until after the final inspection.

Section 6. Inspections are required for each phase of the construction work. It is the responsibility of the Contractor or Owner to provide 24-hour notification of need for inspection. All inspections are to be scheduled during normal business hours. Work shall not proceed until the field inspection has been approved.

Section 7. The City Inspector shall perform a Final Inspection for all permits issued. Upon completion of the Final Inspection, the Building Inspector shall complete a form to be kept on file with the City for a period of one (1) year, and the permit shall be closed. Further, the completed form shall also be visibly posted on the inside of the mechanical closet doors.

NOW THEREFORE, be it resolved by the _____ that Resolution No. _____ be adopted as described above.

Adopted this _____ day of _____, 2008.

THE _____

BY: _____

ATTEST:

_____
Secretary of