PUBLIC NOTICE OF A REGULAR MEETING
OF THE AIRPORT AUTHORITY
TUESDAY, SEPTEMBER 15, 2009 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Meeting status: Completed

1. Call to Order
2. Opening Prayer Billy Mucker, Bethany Baptist Church
3. Consent Agenda
    A. Consider Approval of Minutes of September 1, 2009
4. Action Items:
    A. Consider Amendment No. 1 to Owner-Engineer Agreement with Cobb Engineering Company regarding Installation of Taxiway Lights and Lighted Signs for the AIP Project # 3-40-0021-009-2010
5. City Managers Report
6. Audience Participation
7. Adjournment

Filed this 11th Day of September, 2009 Posted on the bulletin board in the lobby of the Clinton City Hall on September 11, 2009 at 1:30 p.m.

AA090109

MINUTES OF AIRPORT AUTHORITY MEETING ON SEPTEMBER 1, 2009

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, September 1, 2009 at 5:30 p.m. A notice of this meeting with agenda was posted on the bulletin board in the lobby of Clinton City Hall on August 28, 2009.

Chairman Allen Bryson called the meeting to order with the following present;

CHAIRMAN: Allen Bryson
TRUSTEES: Mark Hendrickson, Bob Marcy, John Jordan, Terry Wheeler
CITY MANAGER: Grayson Bottom
CITY CLERK: Lisa Anders
CITY TREASURER: Debra Blanchard
DEPUTY CLERK: Rhonda Williams
CITY ATTORNEY: Ryan Meacham
NEWS MEDIA: Gerald Green and Mike Smith
OTHERS: David Crabtree, Charles Fry, Mary Helen Jones, Gene McCullough, Henry Caldwell, Brian Atchley and others.

Pat Peters of the Church of Christ 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 August 4, 2009
B. Consider Claims

Moved by Trustee Hendrickson 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: Hendrickson, Marcy, Wheeler, Jordan, Bryson
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 that the airport taxiway project is progressing. He said the dirt work is complete and the asphalt should be laid in the next seven to ten days.

AGENDA ITEM NO. 6: AUDIENCE PARTICIPATION

None

AA090109

AGENDA ITEM NO. 7: ADJOURNMENT

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

Chairman put the motion to a roll call vote.

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

Chairman declared the meeting adjourned at 5:35 pm.

AMENDMENT NO. 1 TO OWNER-ENGINEER AGREEMENT

Subject of Amendment: Airport Improvement

1. Background Data:

a. Effective Date of OWNER-ENGINEER Agreement: September 18, 2007

b. OWNER: City of Clinton

c. ENGINEER: Cobb Engineering Company

d. Project: Install Taxiway Lights (MITL) and Lighted Signs
AIP Project 3-40-0021-009-2010

2. Nature of Amendment

Additional Services to be performed by ENGINEER

3. Description of Additions

Attachment 1, "Additions"

OWNER and ENGINEER hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____.

OWNER:	ENGINEER:
City of Clinton	Cobb Engineering Company
By: _____	By: Martin P. Nagy
Title: Mayor	Title: President
Date Signed: _____	Date Signed: 8-25-09
ATTEST:	ATTEST: Kelly Farmer
_____ (SEAL)	Assistant Secretary (SEAL)

This is Attachment 1, consisting of 1 page,
to **Amendment No. 1**, dated _____.

Initial:
OWNER _____
ENGINEER MPH

Modifications

A1. ENGINEER shall perform the following Additional Services:

a. Programming Documents
b. Engineering
c. DBE Program
d. Inspection

A2. For the Additional Services set forth above, OWNER shall pay ENGINEER the following additional compensation:

a. Not to Exceed $ 7,500
b. Not to Exceed $24,200
c. Not to Exceed $14,000
d. Not to Exceed $28,000

PUBLIC NOTICE OF A REGULAR MEETING
OF THE CITY COUNCIL
TUESDAY, SEPTEMBER 15, 2009 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Meeting status: Completed

1. Call to Order
2. Opening Prayer Billy Mucker, Bethany Baptist Church
3. Consent Agenda
    A. Consider Approval of Minutes on September 1, 2009
4. Action Items:
    A. Consider Ordinance #918 regarding Signs
    B. Consider declaring vehicles as surplus
    C. Consider Bids on Two Police Units including equipment
    D. Consider Agreement with Clinton Summer Playground
    E. Consider Agreement with CARE/East Side Academy as co-tenants of East Side Academy Building
    F. Consider Condemnation of property at 103 E. Court - Owner: Robin A. Crabtree
    G. Consider Condemnation of property at 506 N 14th - Owner: David Rios
5. City Managers Report
6. Audience Participation
7. Adjournment

Filed this 11th Day of September, 2009. Posted on the bulletin board in the lobby of the Clinton City Hall on September 11, 2009 at 1:30 p.m.

MINUTES OF THE CLINTON CITY COUNCIL
SEPTEMBER 1, 2009

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, September 1, 2009 at 5:30 p.m. A notice of this meeting with agenda was posted on the bulletin board in the lobby of Clinton City Hall on August 28, 2009.

Mayor Allen Bryson called the meeting to order with the following present;

MAYOR: Allen Bryson
COUNCIL: Mark Hendrickson, Bob Marcy, John Jordan, Terry Wheeler
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 and Mike Smith
OTHERS: David Crabtree, Charles Fry, Gene McCullough, Mary Helen Jones, Henry Caldwell, Brian Atchley and others.

Pat Peters of the Church of Christ opened the meeting with prayer and Councilman Bob Marcy led the Pledge of Allegiance.

AGENDA ITEM NO. 3: CONSENT AGENDA

A. Minutes of Regular Meeting of August 18, 2009
B. Consider Claims

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

Mayor put the motion to a roll call vote:

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

Mayor declared the motion carried.

AGENDA ITEM NO. 4 ACTION ITEMS

4A. CONSIDER AGREEMENT WITH INTEGRIS CLINTON REGIONAL HOSPITAL TO PROVIDE HEALTH CARE SERVICES TO LOW INCOME INDIVIDUALS

City Manager Grayson Bottom reported that Integris Clinton Regional Hospital Administrator Jerry Jones had submitted the agreement on behalf of the hospital. He explained that the U.S. Department of Health and Human Services has assistance that is available to facilities that provide services to Medicade, Sooner Care and reduced fee cases for prescription drugs. This agreement would allow for ICRH to receive assistance for these services. It was noted that the agreement states that the City has no obligation.

Motion was made by Councilman Jordan and seconded by Councilman Hendrickson to approve the agreement with Integris Clinton Regional Hospital to provide health care services to low income

individuals.

Mayor put the motion to a roll call vote:

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

Mayor declared the motion carried.

4B. CONSIDER MODIFICATION OF FY2010 COMMUNITY INTERVENTION CENTER INTERLOCAL AGREEMENT

Councilman Mark Hendrickson excused himself for the meeting.

City Manager Grayson Bottom explained that the modification to the agreement is a result of a reduction in the monthly allocation of five percent to CIC. He said paragraph Q of the original agreement was Termination Due to Lack of Funding has been changed to Termination/Contract Reduction Due to Lack of Funding. He said the original contract had been approved by Council in May 2009.

Assistant City Attorney Ryan Meacham said the change to the agreement will allow the legislature to make changes as they see fit.

Motion was made by Councilman Wheeler and seconded by Councilman Marcy to approve the modification of the FY2010 Community Intervention Center Interlocal Agreement.

Mayor put the motion to a roll call vote:

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

Mayor declared the motion carried.

Nay: None

Mayor declared the motion carried.

Councilman Mark Hendrickson rejoined the meeting.

5. CITY MANAGER'S REPORT

City Manager Grayson Bottom reported that the stripping of Gary Boulevard began yesterday. He explained that the project ran from Lexington to I-40 on the east side of town. He said it also includes the 4th/Gary Boulevard intersection and north and south on 4th Street.

Bottom reported that the re-certification evaluation for Storm Ready Community was held today.

Bottom announced that the training for the Community Notification System would be held for City of Clinton officials on Wednesday at the Frisco Center.

City Manager Bottom said there has been a street addressing problem along Gary Boulevard. He said work is being done to correct the situation so that additional numbers can be issued. He said this would cause some inconvenience to some to remedy the situation. He said he had spoken with Pat Smith of the Route 66 Museum since they would be affected by the changes.

He said this has to be addressed to allow for new business opportunities in the area.
He said he would be bringing information back to the Council regarding the situation.

6. AUDIENCE PARTICIPATION

None

AGENDA ITEM NO. 7: ADJOURNMENT

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

Mayor put the motion to a roll call vote:

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

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

ORDINANCE NO. 918

AN ORDINANCE REPEALING SIGN REGULATIONS CONTAINED IN TITLE TEN (10), CHAPTER EIGHT (8); AND TITLE 11, CHAPTER TEN (10), SECTION 10-3; ESTABLISHING NEW REGULATIONS; AND DECLARING AN EMERGENCY.

ARTICLE 1

Definitions

1. "A-Frame Sign" means a stationary outdoor sign with two (2) faces attached at one surface on each face to form a triangle with one side parallel to the grade.

2. "Advertising Sign" means an outdoor structure, object, display, lighting device, figure, painting, drawing, message, pictorial picture, plaque, poster, billboard, or other thing which is used to advertise, identify, display, or attract attention to an object, person, institution, organization, business, product, service, event or location by any means including words, letters, figures, designs, symbols, fixtures, colors, illumination or projected images.

3. "Average Grade" means the grade of the finished ground level at the midpoint of each exterior surface of a sign, or a structure, in the event that the sign is attached to the structure.

4. "Awning, Canopy, or Marquee Sign" means a projecting sign attached to, hung from, or painted on a canopy or covered structure which extends beyond the building line or property line.

5. "Back-to-Back Sign" means a structure with two (2) parallel signs with their faces oriented in opposite directions located not more than ten (10) feet apart. **A** back-to-back sign shall constitute one (1) off-premise sign.

6. "Billboard" means any freestanding sign or a sign that is attached to or part of a building and is an off-premise sign.

7. "Board" means the Planning and Zoning Board of the City of Clinton, Oklahoma.

8. "Building/Electrical Inspector" means the designated authority for enforcement of this Ordinance.

9. "City" means the City of Clinton, Custer County, Oklahoma.

10. "Community Service Sign" means any sign which solicits support for or advertises a non-profit community use or social institution. Such signs may include, but shall not be limited to seasonal holidays, such as Christmas or Easter, school activities, charitable programs or religious activities.

11. "Cultural Facilities" means establishments such as museums, art galleries, public libraries, botanical and zoological gardens and theaters of the performing arts, which, although they may charge an admission fee, are essentially non-profit and principally funded through public expenditures, grants and donations.

12. "Erect" means to construct, build, raise, assemble, replace, affix, attach, create, paint, draw or in any way bring into being or establish.

13. "Floodway" means the channel of a stream and adjacent land areas which are required to carry and discharge the flood waters and flood flows of any river or stream associated with the regulatory flood.

14. "Free-standing Sign" means any sign which is not attached to or on the walls, face, or exterior of a building, except as provided in the definition of a standard roof sign.

15. "Hanging Sign" means a sign which is suspended over a sidewalk, street, or other public right-of-way. An overhanging sign may or may not be a projecting sign.

16. "Historic Building/Structure" means any building/structure which is officially designated as historically or architecturally significant by a unit of local, state or federal government.

17. "Home Occupation Sign" means any non-illuminated name plate sign not exceeding one (1) square foot in area.

18. "Official Sign" means any sign erected by or at the direction of any governmental body.

19. "Off-premise Sign" means any sign other than on-premise sign.

20. "On-premise Sign" means any sign which advertises only goods, services, facilities, events or attractions available on the premises where located, or identifies the owner or occupant or directs traffic on the premises.

21. "Outdoor Advertising Sign" see advertising sign.

22. "Political Sign" means a temporary sign announcing or supporting political candidates or issues in connection with any national, state, or local election.

23. "Portable Sign" means any sign designed or constructed to be easily moved from one location to another, including signs mounted upon or designed to be mounted on a trailer, wheeled carrier, or other non-motorized mobile structure.

24. "Premises" means any lot or unplatted tract, or any combination of contiguous lots or unplatted tracts held under single ownership.

25. "Projecting Sign" means a sign affixed to any building, wall, roof, marquee or other

structural element which extends or projects more than twelve (12) inches from such wall, roof, marquee or other structural element.

26. "Public Information Sign" means any sign which is intended to identify community, civic, or social events and is not any of the following signs: commercial, political, official, or real estate.

27. "Real Estate Sign" means a temporary sign (a) displayed during and in connection with construction operations, (b) pertaining to the lease or sale of a lot or building upon which placed and not exceeding sixty-four (64) square feet, and (c) pertaining to the sale of an addition or a sub-division, the area of which sub-division exceeds one (1) acre of land for a period not to exceed two (2) years.

28. "Residential Name Plate Sign" means a sign permitted for the sole purpose of identifying the inhabitant residing therein, the house name, or identifying the address of the house. The sign may contain no advertising of any kind and may not exceed two (2) square feet in area.

29. "Roof Sign" means a sign attached to a roof extending more than three (3) feet above the ridge line.

30. "Sloping Roof Sign" means a sign affixed to the roof of any building, which does not project more than twenty-four (24) inches from the roof or extend more than five (5) feet above the ridge line of the roof to which it is attached.

31. "Temporary Sign" means a sign that is not permanently affixed to a building, structure or the ground.

32. "Traffic Control Sign" means a permitted sign for the purpose of identifying parking areas and directing the flow of traffic on private property.

33. "Wall Sign" means a sign affixed to a wall, marquee, or other structural element of any building, which does not project more than twenty-four (24) inches from the wall, marquee or other structural element, or extend more than five (5) feet above the wall, marquee or other structural element to which it is attached.

ARTICLE 2

Administrative Provisions

Enforcement: The provisions of this Ordinance shall be enforced and administered by the City Building Inspector and the City Code Enforcement Officer. The Building Inspector and the Code Enforcement Officer shall have the authority to order the painting, repair, or removal of a sign.

Violations & Penalties:	Any person, firm or corporation violating or failing to comply with any of the terms or provisions of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction shall be fined not more than fifty dollars ($50.00). Each day such violation shall be continued or shall be allowed to exist, shall constitute a separate offense.
Licenses:	Any person, firm or corporation engaged in the business of constructing, erecting, repairing, altering, installing, or relocating commercial signs within the corporate limits of the City of Clinton, Oklahoma, shall obtain a Commercial Sign Contractor's License therefore, which license shall be in the sum of fifty dollars ($50.00).
Permits:	No person, firm or corporation shall erect, construct, install or relocate any sign within the incorporated city limits without a permit first having been obtained.
Duration:	When a permit is issued, it shall be valid and need not be re-issued so long as the sign for which it is issued is left in its original location and is maintained in accordance with this Ordinance.
Permit Fees:	A permit of forty dollars ($40.00) shall be paid on all signs requiring a permit. No permit fee shall be required for a sign fifteen (15) square feet or less over a show window or door of a store or business establishment, containing only the name of the proprietor and nature of the business; nor shall a permit be required for ground signs, provided such signs are not over fifteen (15) square feet in area.

ARTICLE 3

Variance Procedure

The Clinton Board of Adjustment shall have the authority to grant a variance to the height, spacing and setback requirements of this Ordinance in cases where it is determined that strict compliance with the provisions herein will inflict unusual and practical difficulties. The Clinton Board of Adjustment may grant a variance only to those height, spacing and setback requirements established in this Ordinance.

When application for a variance is made to the Clinton Board of Adjustments, a public hearing on the request shall be held. Written notice of all public hearings on variance requests shall be given to all owners of property, or to persons rendering the property for City taxes, affected by such variances, located within two hundred (200) feet of any property, within not less than thirty (30) days before any such hearing shall be published in a newspaper of general circulation, not less than thirty (3 0) days before any such hearing is held.

No notices of any application for a variance shall be given, and no hearings shall be held by the Clinton Board of Adjustment until a filing fee accompanying such application is paid. The filing fee (payable in cash, certified check or cashier's check), shall be fifty dollars ($50.00).

ARTICLE 4

Classification of Signs

This section concerns the categories of permanent and temporary signs governed by the provisions of this Ordinance.

Signs requiring a permit under the provisions of this Ordinance are as follows:

1. Back-to-Back Signs
2. Billboard Signs
3. Canopy Signs
4. Hanging Signs
5. Marquee Signs
6. Portable Signs
7. Projecting Signs
8. Roof Signs
9. Sloping Roof Signs
10. Wall Signs

Signs not requiring a permit under the provisions of this Ordinance are as follows:

1. A-Frame Signs
2. Community Service Signs
3. Home Occupation Signs
4. Official Signs
5. Political Signs (temporary)
6. Public Information Signs (temporary)
7. Residential Name Plate Signs
8. Traffic Control Signs (on private property)
9. Real Estate Signs (temporary)

ARTICLE 5

General Sign Regulations

This section concerns general regulations pertaining to signs.

1. Identification of Signs: Every outdoor advertising display sign hereafter erected, constructed, or maintained, for which a permit is required, shall be plainly marked with the name of the person, firm or corporation erecting and maintaining such sign.

2. Location Restriction: It shall be unlawful for any person, firm or corporation to place, erect, construct or use any signs in R-1. R-2, or R-3 Zoning Districts, except residential name plates, lease or sale signs, and temporary signs displayed during construction and in connections with construction operations, and temporary signs pertaining to the sale of an addition or sub-division.

    a. No outdoor advertising display shall be erected, constructed or maintained so as to obstruct any fire escape, any window or door, or opening used as a means of egress,

    b. No sign shall be attached to a fire escape, nor be placed in such a manner as to interfere with any opening required for legal ventilation.

    c. No sign shall be erected on or over public property in a manner which interferes with any fire hydrant, traffic light, or street light, or which hampers the functions of the Fire Department.

    d. No person shall place or maintain a flashing light or flashing electric light of any kind or color within five hundred (500) feet of the center line of any Federal or State maintained street of highway unless a permit is granted by the State Highway Commission for such flashing light or flashing electric sign.

    e. No sign will be permitted in those areas identified as floodway or the 100 year-flood plain without compliance with the requirements for a special development permit.

3. Fastening and Anchoring: All signs shall be securely fastened or anchored to a building wall, structural framing, or other foundation with a sufficient number of bolts or anchors to resist stress resulting from dead weight of the sign and wind loads.

    a. Trees, rocks, bridges, fences, windmills, towers, utility poles and dilapidated buildings shall not be used for sign supports.

4. Materials: All signs shall be constructed of durable and securely attached to framework and supports made of wood, metal, or other material of equivalent strength.

5. Electric Wiring: Electrically illuminated signs, or signs which are equipped in any way with electrical devices or appliances shall conform to the provisions of the City Electrical Code.

6. Sign Inspections: The City Building Inspector shall have the right to visit any site where a sign is being erected, or enter any building where a sign is being constructed for installation within the City for the purpose of making any inspection necessary.

7. Public Right-Of-Way: Signs projecting from a building or extending over public right-of-way in industrial or commercial business district(s) shall maintain a clear height of nine (9) feet above the sidewalk grade and all such signs shall not extend more than two (2) feet of the curb-line. Freestanding signs shall maintain a ten (10) feet setback from the curb- line or zero (0) feet from the property line, whichever is greater. A maximum height of thirty-five (35) feet shall be allowed at the property line.

    a. In no instance shall a sign extend into the right-of-way of any State maintained street or highway.

    b. No pole, post or standard use to support any sign or floodlight shall be set in or upon any sidewalk, street, or other public property.

8. Maintenance of Area Beneath Signs: For all freestanding signs, a one hundred (100) square feet sign area beneath the sign shall be mowed and maintained in a neat and clean condition.

9. Sign Area Calculation: In calculating the area of a sign, the perimeter of the area shall be a line including the outer extremities of all letters, figures, characters and delineations or a line including the outer extremities or the framework of background upon which sign is placed, whichever line includes the larger area.

10. Free-standing Billboard Signs in Downtown Clinton: Effective with the passage of this Sign Ordinance, free-standing billboard signs and roof signs will no longer be allowed in the downtown area bounded by Gary Boulevard. (North boundary), 4th Street (East boundary), Avant (South boundary), and 13th Street (West boundary).

ARTICLE 6

Specific Regulations

1. A-Frame Signs

Location:	Allowed in commercial and industrial districts
Size:	Eight (8) square feet per sign
Number:	One (1) sign per location Two (2) signs per corner location
Setback:	Behind property line; minimum of six (6) feet behind curb

2. Back-to-Back Signs (see Billboard Signs)

3. Billboard Signs

Location:	Allowed in commercial and industrial districts, except where otherwise restricted herein
Size:	Not to exceed four hundred (400) square feet per sign face in industrial districts and in commercial districts
Height:	Shall maintain a clearance from grade of nine (9) feet, except ground signs with the base of the sign within three (3) feet of average grade. Maximum overall height of thirty-five (35) feet
Setback:	Behind property line
General Requirements:	Light fixtures and catwalks may overhang the setback lines no more than six (6) feet; however, no part of the face or its support structure shall overhang the setback lines. All billboards shall maintain a minimum set back distance of one hundred (100) feet from any residentially zoned district.
Additional Setbacks:	City Parks – three hundred (300) feet from the park boundary Cultural Facilities – three hundred (300) feet from the facility boundary Historic Building/Structure – three hundred (300) feet from the building structure All bill boards shall be setback a distance of not less than fifteen (15) feet from the railing of any overpass of bridge on any road, street or highway
Spacing:	Bill board signs shall not be erected along major thoroughfares closer than five hundred (500) feet apart along the same side of the street or road

3. Canopy Signs

Signs on free-standing canopy or detached accessory island canopy may be placed at any location on the canopy, provided that such signs shall not project beyond the width or length thereof.

4. Hanging Signs

All permanent signs shall be erected so as not to overhang any street or alley.

Location: May be hung perpendicular to, suspended from, or attached to buildings, walls, or canopies. Signs may also be suspended under a marquee.

Height: Shall maintain a clear height of nine (9) feet above the sidewalk grade and shall not extend more than two (2) feet of the curb-line

5. Marquee Signs

Marquee signs not more than four (4) feet tall, excluding any top ornament supported directly by the marquee or awning, may extend around three (3) sides of a marquee or awning

6. Political Signs

Political signs shall be subject to the following restrictions:

a. Shall not exceed thirty-two (32) square feet on each of a maximum two (2) sides, in residential districts

b. Shall not be placed on a right-of-way, traffic sign, dumpsters, or signal or utility pole in any district

c. Shall be placed only on private property after obtaining the permission of the property owner

d. Shall not be displayed prior to thirty (30) days before an election

e. Shall not block or interfere with the view of drivers of vehicles at intersections of streets or streets and alleys

f. Shall be "temporary" and "free-standing" only

g. Shall be removed from all zoning districts within seventy-two (72) hours after the polls close in an election

7. Portable (or wheeled) Signs

Portable signs shall be permitted in commercial and industrial districts subject to the following regulations:

a. Sign shall be secured to the ground at a minimum off our (4) separate points.

b. Illuminated portable signs may be white or yellow, maximum of sixty (60) watts and shall meet all requirements of the City Electrical Code.

c. Sign shall be set back ten (10) feet from the curb or zero (0) feet from the

property line, whichever is the greater. Any location not meeting this setback requirement will not be allowed to use a portable sign.

8. Projecting Signs

See requirements for hanging signs.

9. Public Information Signs

Location:	Subject to approval of the City Council
Number:	Subject to approval of the City Council
Size:	Shall be a maximum of six (6) square feet
Height:	Bottom of sign not to exceed nine (9) feet above average grade

10. Residential Name Plate Signs

Purposes:	To indicate the address and/or name of the occupant
Size:	Shall not exceed two (2) square feet per single family and duplex structure or one-half (1/2) foot per each multi-family unit
Height:	No part of the sign shall extend above eight (8) feet from average grade

11. Roof Signs

a. Roof signs shall be subject to the following restrictions:

b. Shall not exceed thirty-two (32) feet in total height above that portion of the roof over which they are erected.

c. All such signs shall be constructed entirely of steel, including the upright supports and braces, except that only the ornamental molding and battens behind the steel facing and the decorative lattice work may be of wood construction.

d. An open space of not less than three (3) feet shall be maintained below the bottom of the sign and the roof, except for necessary vertical supports.

e. All metal parts shall be grounded as a protection against lightening.

f. No roof sign shall be allowed to extend over a sidewalk, street, or other public property.

g. Sloping roof signs shall not project horizontally beyond the perimeters of the roof. Not more than twenty-five percent (25%) of any sloping roof area shall be devoted to this type sign.

12. Traffic Control Signs (on private property)

Traffic control signs are subject to the following restrictions:

a. All traffic control signs shall be of uniform design and shall conform to the overall sign program for the entire site

b. No Traffic control sign shall contain advertising

c. Such signs may be either free standing or wall mounted

d. If lighted, the light shall be indirect.

Size: Shall be of uniform size(s) recommended in the "Oklahoma Manual on Uniform Traffic Control Devices for Streets and Highways"

Height: No part of such sign shall extend above seven (7) feet from average grade

13. Wall Signs:

Wall signs are attached, on-premises signs and shall be governed by the following restrictions:

a. Shall not project horizontally beyond the perimeters of the wall or extend more than five feet (5') above the wall to which it is attached.

b. Shall not project more than twenty-four inches (24") from the wall.

ARTICLE 7

Prohibited Sign Locations and Types

The following signs shall be prohibited in all districts:

1. Search lights, except that they may be permitted for a period not to exceed ten (10) days for grand openings or other special occasions.

2. Hand Painted

3. Any sign which resemble official traffic signs or signals, or which bear the

word "Stop," "Go Slow," "Caution," "Danger," "Warning," or similar words or any sign which by reason of size, color, location, movement, or manner of illumination, may be confused with a traffic control sign, signal or device.

4. No lighted sign shall be permitted within one hundred (100) feet of a residential district unless lighting is shielded from view in the direction of the residential district.

5. No sign shall be erected nearer than six (6) feet to any telephone cable, power line or street light standard.

6. Signs containing statements, words or pictures of an obscene, indecent or immoral nature

7. Double-Decker Type Signs

ARTICLE 8

Exempted Signs

1. The provisions of this ordinance shall apply to the following signs, except that no license, bond, or permit will be required for:

2. A legal sign in existence, or for which a permit has been issued, before the effective date of this ordinance.

3. Holiday displays - temporary displays, commonly associated with any national, local or religious holiday or celebration.

4. Home occupation signs - two (2) non-illuminated name plate not exceeding two (2) square feet in area which is used to identify legal home occupations.

5. Official signs - federal, state or local government traffic, directional and informational signs and notices issued by any court, person or officer in performance of a public duty.

6. Political signs - see Section 21-14 (7) of this ordinance.

7. Public Utility signs - signs giving information about the location of underground electric transmission lines, telegraph or telephone properties and facilities, pipelines, public sewers or water lines.

8. Real estate signs - temporary signs advertising the sale, lease, or development of the property on which it is located. Such signs shall not exceed sixty-four (64) square feet.

9. Residential name plate signs - signs indicating the name and/or address of the occupants of the residence, not to exceed two (2) square feet in area.

10. Safety, warning and directional signs - signs warning of construction, excavation, or similar hazards, and parking lot and other private traffic directional signs, each not to exceed the uniform sizes recommended by the State of Oklahoma.

11. Such signs are limited to directing pedestrian and vehicular traffic within the premises on which they are located and are not intended to advertise a product or service.

ARTICLE 9

Non-Conforming Signs

Any sign which existed and/or was permitted or erected prior to effective date of this ordinance and which does not conform to the intent and specifications of this ordinance is a non-conforming sign. A non-conforming sign may remain in place so long as it is kept in good repair and maintained in safe condition.

ARTICLE 10

Maintenance and Removal of Signs

Maintenance: All signs shall be maintained in a safe, presentable or structurally sound condition at all times, including replacement of defective parts. All pennants, banners, streamers, spinning or similar moving devices shall be kept in presentable condition at all times. The owner of any property on which a sign is located and those responsible for maintenance of the sign shall be equally responsible for the condition of the sign and for the condition of the area in the immediate vicinity of the sign and shall be required to keep this area clean, sanitary and free from noxious or offensive substances, rubbish, and flammable waste materials.

Removal of signs: The Building Official may order the removal of any sign that is not maintained in accordance with the provisions of this ordinance. If any sign is installed, erected, or constructed in violation of the terms of this ordinance, the Building Official shall notify, by registered mail or written notice served personally, the owner or lessee thereof to alter such sign so as to comply with this ordinance and to secure necessary permit therefore, or to remove the sign. If such order is not complied with within thirty (30) days, the Building Official shall remove the sign at the expense of the owner or lessee thereof.

Abandoned Signs: All abandoned sign and their supports shall be removed within ninety (90) days from the date of abandonment.

Damaged Signs: All damaged signs shall be removed within ninety (90) days from the date of such damage except in times of natural disaster. The Building Official shall have the authority to grant a one time extension, not to exceed ninety (90) days, for abandoned, non-damaged signs, provided such extension is requested in writing.

ARTICLE 11

Penalty

Any person, firm or corporation who shall violate any provision of this Chapter shall be guilty of any offense and, upon conviction thereof, shall be punished by fine and costs as provided for in Section 1-40 of this Code, unless a separate and distinct penalty is otherwise specifically set forth in this Chapter. Each day's continuation of any such violation shall constitute a separate offense.

ARTICLE 12

Emergency Clause

An emergency is hereby declared to exist and this ordinance shall be in full force and effect immediately from and after its passage and proof of publication.

Passed and approved this _____ day of _____ 2009.

_____
ALLEN BRYSON, Mayor

ATTEST:

_____
LISA ANDERS, City Clerk

Bid Opening: September 15, 2009

NOTICE TO BIDDERS

The City of Clinton, Oklahoma is accepting bids for the purchase of Two New Police Units to be delivered to the City of Clinton, Oklahoma. A 2003 Crown Victoria with 74,350 miles and a 2002 Crown Victoria with 77,064 miles will be traded in on the two new units. All bids are to be submitted in sealed envelopes clearly marked "POLICE UNIT" to the office of the City Clerk, 415 Gary Blvd., P.O. Box 1177, Clinton, OK. 73601, no later than 5:30 P.M., Tuesday, September 15, 2009. Specifications can be obtained at the City Clerk's Office, City Hall, Clinton, Oklahoma, between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday. Bids will be publicly opened on Tuesday, September 15, 2009, at 5:30 P.M. The City reserves the right to reject any or all bids.

Clinton City Council

Bid Opening: September 15, 2009

BID FORM

MAKE _____ **MODEL** _____ **YEAR** _____

BASE BID TO MEET ALL SPECIFICATIONS: **$**_____

ALTERNATES OR OPTIONS (DESCRIBE)

1. _____ **$**_____

Less Trade in of 2003 Crown Victoria **$**_____

Less Trade in of 2002 Crown Victoria **$**_____

Total Bid **$**_____

The City reserves the right to accept or reject any or all options.

GUARANTEED DELIVERY DATE: **(_____) calendar days after notice of award of bid. A penalty of 1% of the bid price will be deducted for each day of late delivery beyond the time specified above.**

SUMMER PLAYGROUND AGREEMENT

This agreement made and entered into this _____ day of _____, 2009, by and between the City of Clinton, Oklahoma, a municipal corporation, hereinafter referred to as "City", and Clinton Summer Playground, Inc. a non-profit corporation, organized under the laws of the State of Oklahoma hereinafter referred to as "Summer Playground."

RECITALS

1. Whereas Summer Playground is a non-profit, self development, community service organization attempting to promote positive community relations in the Clinton area with programs that promote community pride and self development;

2. Whereas the programs of Summer Playground are primarily to provide services to the youth of our city.

3. Whereas there is a desire on the part of the Summer Playground to provide said youth activities and provide alternative programs for the youth of the community;

4. Whereas it would be beneficial for both the City and Summer Playground to enter into an agreement providing for these activities for the young people in the Summer Playground youth program which allows the youth an opportunity to learn team work and other life skills.

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

SECTION I

OBLIGATIONS OF CLINTON SUMMER PLAYGROUND, INC.

Summer Playground includes 6 different activities:

Swimming
Sports
Move Your Body
Discovery Zone
Designs and Doodles
Campfire

Swimming includes activities in the pool that encourage campers to get acquainted with the water.

Sports include Tennis, Baseball, Basketball, Soccer, and Volleyball

Designs and Doodles ---Arts and Crafts

Move Your Body--Organized Games

Discovery Zone (a hands-on learning time) this includes...
field trips to local sites (Cheyenne Cultural Center and Southwest Playhouse this year)
Community Guest speakers each week (Sunshine Nursery, chemistry teacher, policemen, firemen, PSO workers, military, horse owners, etc)

Campfire includes artistic based activities
play games with words
act out poems or plays
dance to age appropriate music

Summer Playground shall provide a list of all participants to the City. A schedule of events and programs scheduled for the period of this contract shall also be provided to the City.

Summer Playground shall provide these services during the months of June and July 2009.

Monthly progress reports shall be provided to the City indicating the activities and the number of youth signed up for each activity. The said report shall be furnished to the office of the City Clerk not later than the 15th of the month following.

Clinton Summer Playground shall provide these services to at least 300 young persons during the season.

Clinton Summer Playground shall provide the City with a certificate of insurance naming the City as additionally insured.

Clinton Summer Playground will be allowed the use of the swimming pool from the City at no cost.

SECTION II

OBLIGATIONS OF THE CITY OF CLINTON

The City shall provide a fee to Summer Playground in the amount of $8,000. Said fee is to be paid during the month of October 2009.

The City shall provide park facilities needed by the Clinton Summer Playground for its activities.

The City shall provide the use of the Municipal Swimming Pool to Clinton Summer Playground at no cost to the program.

SECTION III

SEVERANCE

The City Manager of said City or his designee shall be responsible for inspecting the areas of work to insure that the work by Clinton Summer Playground has been done in accordance with reasonable acceptable standards and if the same has not been done in accordance to said standards, then

no "pay" shall be received by Clinton Summer Playground until such standards are achieved. Further, either party can cancel the contract upon a seven-day notice.

Dated this ____ day of _____, 2009.

City of Clinton, Oklahoma

Attest:

_____
Allen Bryson, Mayor

_____
Lisa Anders, City Clerk

_____
Nicole Boyles, Chairman
Clinton Summer Playground

LEASE

This Lease Agreement is made and entered into this _____day of_____ 2009, by and between The City of Clinton (Lessor), and Care, Inc/ East Side Academy as co-tenants. (Lessees), and is as follows:

RECITAL

The Lessor is the owner of the property described below, and the parties hereto desire to enter into a lease of said premises for the use by Lessee.

In consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION ONE
Description of Premises

The Lessor will lease and let unto the Lessees the business property located at 215 East Modelle, Clinton, Oklahoma.

SECTION TWO
Term of Lease

The term of this Lease is one (1) year, commencing on October 1, 2009, and terminating on June 30, 2010. The Lessor and Lessees agree that there will be an option to renew the Lease for two additional years following the first year lease. Lessees agrees to give Lessor a minimum of thirty **(30)** days notice if the Lessees intends to terminate the Lease.

SECTION THREE
Rental

The Lessees shall pay to the Lessor as rental for said premises the sum of Ten and NO/ 00's Dollars ($10.00) per year and other valuable consideration, commencing on October 1, 2009, to June 30, 2010.

SECTION FOUR
Utilities

The Lessees shall arrange and pay for all utilities furnished to the leased premises for the term of this Lease, including, but not limited to; electricity, natural gas, cable TV, water, sewer, garbage, and telephone service, and any deposits relating thereto.

SECTION FIVE
Repairs and Maintenance

The Lessees shall pay for all normal maintenance of the interior of the facilities located on the above premises, including, but not limited to, normal maintenance of the electrical, plumbing, heating and air conditioning systems and lawn maintenance. The Lessor agrees to maintain the roof of said structure in good repair and to pay for costs of replacement, if required, of the heating and air conditioning systems, and major plumbing and electrical repairs. Further, Lessor will provide a policy of insurance covering the property only.

SECTION SIX
Assignment and Sublease

The Lessees shall not have the right to assign this Lease or sublet the premises to another party without the prior written approval of the Lessor.

SECTION SEVEN
Alterations and Improvements

Alterations and improvements will only be made upon mutual consent of the parties hereto following a written request to do so.

SECTION EIGHT
Partial Destruction of Premises

In the event the above described premises are totally destroyed or partial destroyed due to fire, tornado, or other Act of God, making said premises unsuitable for the uses for which they were leased, it is agreed that the Lessor shall have the option to either repair said premises or terminate this lease. In the event the Lessor elects to repair said premises, Lessor agrees to repair in a reasonable time.

SECTION NINE
Indemnification

The Lessees shall indemnify, defend and hold the Lessor harmless against any and all occurrences, including: all loses, damages and liabilities arising from Lessees use of the leased premises. The Lessees shall obtain and maintain in force at its expense, public liability insurance on the leased premises in the minimum sum of $500,000.00 per occurrence as well as workers compensation insurance for qualified individuals, and provide proof of same to the Lessor within thirty (30) days of October 1, 2009.

SECTION TEN
Smoke-Free Environment

The Lessees agrees to prohibit smoking of any kind in the leased premises by Lessee, its employees or patrons, either during or after hours of operation. The Lessees agrees to post appropriate signage reflecting that smoking is not allowed and further agrees to enforce said No Smoking Provision.

SECTION ELEVEN
~ **Condition of Leased Premises**

The Lessees are accepting the premises in its present condition and no warranties of any kind or nature have been made by the Lessor regarding the condition of the leased premises.

SECTION TWELVE
Breach

The appointment of a receiver to take possession of the assets of Lessee, a general assignment for the benefit of the creditors of Lessees, any action taken or allowed to be taken by Lessees under any bankruptcy act, failure of the Lessee to pay any of the rentals as discussed herein or the failure of the Lessee to comply with each and every term and condition of this Lease shall constitute a breach of this Lease. Upon breach, the Lessor shall be entitled to the remedies allowed by law including the right to terminate this Lease and re-enter the leased premises upon occurrence of any of the above described events of default. Failure to pay utilities, resulting in termination of service, shall constitute a material breach and may result in eviction. Further, condonation or engaging in activities which violate state statutes or the standards of the community shall constitute a material breach and may result in eviction.

SECTION THIRTEEN
Attorney Fee

If either party files an action to enforce any agreement contained in this Lease, or for breach of any covenant or condition, the successful party in said action shall be entitled to a reasonable attomeys fee and court costs incurred.

SECTION FOURTEEN
Liens and Encumbrances

The Lessees agrees that it will not encumber or allow any liens to attach to any property covered by this Lease or this Lease Agreement and the Lessee will indemnify the Lessor against all such liens, encumbrances, suits or other proceedings against said property.

SECTION FIFTEEN
Notices

Any notice required under the terms and conditions of this Lease shall be forwarded to the Lessor at the following address:

Office of the Clinton City Manager
P.O. Box 1177
Clinton, Oklahoma 73601

LEASE

This Lease Agreement shall be binding on the parties, their successors and assigns, and shall be construed under the laws of the State of Oklahoma.

_____

Grayson Bottom, City Manager
City of Clinton
Lessor

_____

Henry Caldwell, CARE Board President
CARE, Inc.
215 East Modelle, Clinton, Oklahoma 73601
Lessee

_____

Steven Collins, East Side Academy Board President

East Side Academy Inc.

Lessee

To: Clinton City Council, Grayson Bottom & Lisa Anders City Clerk

From: Toby Anders Code Enforcement Officer Clinton Police Dept. TA

Date: 08/28/2009

Re: Properties to consider for Condemnation

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103 E. Court Owner Robin A. Crabtree

Currently located on this property are 3 houses in which all 3 are in need of repair. Two of the houses are unsecured and have been for so time. On May 19 2009 I held an abatement hearing involving the property in which Max Murphy attended which is the spouse of the owner. At that time he said that he would have the property mowed and secured within the next two weeks. After the two weeks were up the property was not mowed and not secured. So at that time I had the property mowed. I have had the property mowed twice since then.

On August 25 2009 I had a police officer secure the two houses and at that time I inspected the ones that were open. By the appearance of the ceilings that are sagging there are leaks in the roof which indicates that there is damage structurally. Several of the windows are knocked out or boarded up which does not prevent water or insects from coming in the houses. Do to the lack of maintenance of the outside of the structures the siding is decaying off the houses. With the houses being open it does create a fire hazard for the community. By the appearance of the houses I would consider them unfit for human occupancy. Water service has been off since February 2006. It is my recommendation to the City Council that all three houses be condemned, demolished and all contents on the property be removed.

506 N. 14th

An inspection was done on this property after a verbal complaint was made. Charles Fry (City of Clinton Building Inspector) and I (Toby Anders Code Enforcement Officer) inspected the property on August 27, 2009 we felt that this structure is clearly unsafe for human occupancy. Some of the current code violations include failure to have proper sewage discharge, lack of preventive maintenance for health and safety of the occupants, lack of proper utilities, and lack of structural maintenance. Charles Fry and I agree that this house is uninhabitable and would like the City of Clinton Council to consider this house for condemnation.