PUBLIC NOTICE OF A REGULAR MEETING
OF THE PUBLIC WORKS AUTHORITY
TUESDAY, OCTOBER 20, 2009 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Meeting status: Completed

1. Call to Order
2. Opening Prayer Charles Murphy, Freewill Baptist Church
3. Consent Agenda
    A. Consider Approval of Minutes of October 6, 2009
4. Action Items:
    A. Consider Assignment of Lease Contract with Freightliner Specialty Vehicles, Inc.
5. City Managers Report
6. Audience Participation
7. Adjournment
    A. Proceed to Recreational Authority

Filed this 16th Day of October, 2009. Posted on the bulletin board in the lobby of the Clinton City Hall on October 16, 2009 at 10:30 a.m.

_____

Not recorded

PW100609

MINUTES OF THE PUBLIC WORKS AUTHORITY MEETING, OCTOBER 6, 2009

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, October 6, 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 October 2, 2009.

Chairman Bryson called the meeting to order with the following present:

CHAIRMAN: Allen Bryson
TRUSTEES: Bob Marcy, John Jordan, Terry Wheeler
ABSENT: Mark Hendrickson
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, Steve Jones, Charlie Shepherd, Benny & Kim Brewer, Jeff Lewis, Rob Fiegner, Alan Burgtorf, Arnold Adams, Mike Taylor, Sidney Smith, Mavis Wilks, and others.

Doyle Kinney of the First Christian Church 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 September 1, 2009
B. Consider Claims

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

Chairman put the motion to a roll call vote:

Aye: Marcy, Jordan, Wheeler, Bryson
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: AUDIENCE PARTICIPATION

None

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, Jordan, Bryson
Nay: None

Chairman declared the meeting adjourned at 5:35 pm.

ASSIGNMENT OF LEASE CONTRACT
AND CONSENT BY LANDLORD

This Assignment of Lease Contract (the "Assignment") dated the _____ day of _____, 2009, is by and between Freightliner Specialty Vehicles, Inc. *fka* Sinor Manufacturing Company, Inc., an Oklahoma corporation ("Assignor"), SportChassis, LLC, an Oklahoma limited liability company ("Assignee"), and Clinton Public Works Authority, a Public Trust ("Landlord").

RECITALS

WHEREAS, Assignor has entered into with Landlord that certain Lease Contract dated April 1, 1995, and that certain Addendum To Lease Contract dated April 1, 1995 (collectively, the "Lease") concerning certain real property described as follows:

> Blocks 1, 2, and 3 of Neptune Park, a Subdivision of the SE/4, Sec. 27, T. 12N., R. 17W. I.M., together with all improvements thereon and appurtenances thereto including the 212,000 square foot "Kellwood building," subject to easements and right-of-way of record; (the "Property"); and

WHEREAS, Assignor is desirous of assigning all of its right, title and interest in and to the Lease to Assignee and Assignee is willing to accept such assignment and to assume all obligations of the Tenant thereunder effective on and after the date hereof (the "Effective Date" of this Lease Assignment), upon the terms and conditions set forth hereinbelow;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. *Assignment.* Assignor does hereby assign, transfer, grant, sell and deliver to Assignee all of Assignor's right, title and interest in and to the Lease, i.e., the entire leasehold interest of the Tenant and all rights of Assignor granted under the Lease, effective on the Effective Date.

2. *Acceptance and Assumption.* Assignee does hereby accept, assume and agree to observe, perform and discharge, duly and punctually, all and singular the terms, provisions, conditions, covenants and agreements contained in the Lease on the part of the Tenant to be kept, performed and complied with effective from and after the original Lease date.

3. *Further Actions.* Assignor hereby covenants that Assignor will, at any time and from time to time, upon written request therefor and at Assignee's sole expense, execute and deliver to Assignee such documents as Assignee may reasonably request in order to effect the purposes of this Assignment and carry out the provisions hereof.

4. *Landlord's Consent.* Landlord hereby consents to the assignment by Assignor of all of its interest in the Lease. Landlord further agrees that notwithstanding anything in the Lease to the

contrary, it will not terminate the Lease because Assignor no longer manufactures ambulances. Landlord agrees that the current manufacturing operations of Assignor are "similar specialty vehicles" under the Lease, or to the extent the Lease is inconsistent in that respect, the Lease is hereby amended to include Assignor's current operations as a permitted use under the Lease.

5. *Reaffirmation.* By its execution below, Assignor reaffirms all its obligations under the Lease and confirms that, through the effective date of this Assignment, Landlord is not in default or breach of the Lease and Assignor has no defenses which Assignor could raise as a defense to full performance of its obligations under the Lease.

6. *Counterparts.* This Assignment may be executed in any number of counterparts, each of which shall constitute one and the same instrument, and any party hereto may execute this Assignment by signing any such counterpart.

7. *Binding Effect.* This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

8. *Governing Law.* This Assignment shall be governed by and construed in accordance with the laws of the State of Oklahoma.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, intending the same to be executed under seal, this ____ day of _____, 2009.

ASSIGNOR: FREIGHTLINER SPECIALTY VEHICLES, INC.,
an Oklahoma corporation

By: _____
Name: _____
Title: _____

LANDLORD: CLINTON PUBLIC WORKS AUTHORITY,
a Public Trust

By: _____
Name: _____
Title: _____

ASSIGNEE:

SPORTCHASSIS, LLC,
an Oklahoma limited liability company
By: Its Manager
SportChassis Holdings, Inc.,
an Oklahoma corporation

By: _____
Name: _____
Title: _____

500689

PUBLIC NOTICE OF A REGULAR MEETING
OF THE CITY COUNCIL
TUESDAY, OCTOBER 20, 2009 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Meeting status: Completed

1. Call to Order

2. Opening Prayer Charles Murphy, Freewill Baptist Church

3. Consent Agenda

   A. Consider Approval of Minutes on October 6, 2009 4. Action Items:

   B. Consider Oklahoma Municipal Assurance Group Worker's Compensation Plan Refund Voucher Agreement

   C. Consider Request of Brad Aneshansley for Lump Sum Payment for Retirement Benefits From Oklahoma Municipal Retirement Fund

   D. Consider Ordinance No. 919 regarding the requirements for a Contractor's Certificate for any person engaging in the erection, repairs, or construction of any building: providing for method of application for such contractor's certificate; providing…

      Consider Ordinance No. 919 regarding the requirements for a Contractor's Certificate for any person engaging in the erection, repairs, or construction of any building: providing for method of application for such contractor's certificate; providing for general liability and worker's compensation insurance requirements; providing for fees and renewal certificates; providing for penalties for violations, and declaring an emergency

   E. Mayor's State of City Presentation

4. City Managers Report

5. Audience Participation

6. Adjournment

Filed this 16th Day of October, 2009. Posted on the bulletin board in the lobby of the Clinton City Hall on October 16, 2009 at 10:30 a.m.

_____

Not recorded

MINUTES OF THE CLINTON CITY COUNCIL
OCTOBER 6, 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, October 6, 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 October 2, 2009.

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

MAYOR: Allen Bryson
COUNCIL: Bob Marcy, John Jordan, Terry Wheeler
ABSENT: : Mark Hendrickson
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, Mary Helen Jones, Steve Jones, Arnold Adams, Charlie Shepherd, Benny & Kim Brewer, Jeff Lewis, Rob Fiegner, Alan Burgtorf, Sidney Smith, Mike Taylor, Mavis Wilks and others.

Doyle Kinney of the First Christian Church 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 September 15, 2009 and Special Meeting of September 29, 2009
B. Consider Claims

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

Mayor put the motion to a roll call vote:

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

Mayor declared the motion carried.

AGENDA ITEM NO. 4 ACTION ITEMS

4A. CONSIDER CHANGES TO THE BY-LAWS OF THE OKLAHOMA MUNICIPAL LEAGUE

City Manager Grayson Bottom said a review had been conducted on the by-laws of the Oklahoma Municipal League. He said the significant changes are regarding term limits and the elimination of the Advisory Council. Bottom said the OML is a very worthwhile organization and is utilized by our staff.

Motion was made by Councilman Marcy and seconded by Councilman Jordan to approve the changes to the By-Laws of the Oklahoma Municipal League.

Mayor put the motion to a roll call vote:

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

Mayor declared the motion carried.

5. CITY MANAGER'S REPORT

City Manager Grayson Bottom reported that the City of Clinton has been reaffirmed as a Storm Ready Community. He also reported that Assistant City Attorney Ryan Meacham is in the process of preparing a resolution to change the process for permits to the Board of Adjustment and Planning and Zoning Board. He said this is allowed by state statutes.

Assistant City Attorney Ryan Meacham said this change will not affect city action but the responsibility of the owners to get consent from property owners with a certain area.

6. AUDIENCE PARTICIPATION

An unidentified woman in the audience asked about response time of the Police Department to Lincoln Addition.

Mayor Bryson referred her to Police Chief David Crabtree.

Doyle Kinney announced the First Christian Church would be honoring fire, police and EMT personnel on Sunday afternoon at 4:00 P.M. in the parking lot.

Mavis Wilks expressed her appreciation to the Police Department regarding stopping speeders but asked about speed bumps on South 23rd Street.

Mayor Bryson said that the majority of the neighbors do not want speed bumps on the street. He said there is not enough support for the installation of the speed bumps.

City Manager Grayson Bottom said there in no available information to support that speed bumps will stop speeding.

Mayor Bryson said there is a liability issue if someone should damage their vehicle going over a speed bump. He suggested holding a neighborhood meeting to discuss speeding issues.

Councilman Marcy asked about the permit for the new waterline.

City Manager Bottom said we are still waiting on DEQ for the issuance of the permit.

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, Jordan, Bryson
Nay: None

Mayor declared the meeting adjourned at 6:15 P.M.

RESOLUTION NO. RA09-02

A RESOLUTION RELATING TO THE RIVERSIDE GOLF COURSE RULES OF PLAY; ESTABLISHING AUTHORITY FOR ENFORCEMENT, CITING EXAMPLES OF LOCAL RULES OF PLAY, AND ESTABLISHING CERTAIN REMEDIES AND PENALTIES FOR VIOLATIONS

Riverside Golf Course Code of Conduct

Riverside Golf Course promotes the concept of "equal fun for everyone." No eligible participant shall, on the basis of race, sex, creed, national origin or disability be denied equal access to programs, activities, services or benefits, or be limited in the exercise of any right, privilege, advantage or opportunity.

Riverside Golf Course participants are expected to exhibit appropriate behavior at all times. The Riverside Golf Course behavior Code has been developed to better promote the activities, programs, and events.

Participants shall:

- Show respect to all participants and staff, and take directions from staff.
- Refrain from using abusive or foul language.
- Refrain from causing bodily harm to self, other participants or staff.
- Show respect to equipment, supplies and facilities.

SECTION 1: Definitions

"Golf Advisory Board" – A legislative Board of the City consisting seven (7) active members of the Clinton golfing community created to provide advice to the City on matters relating Riverside Golf Course.

"Golf Course Ranger" – Also know as Golf Course Marshall, this individual(s) is responsible for assisting golfers with pace of play, player safety and appropriate behavior, adherence to local rules and policy, USGA golf rules, rules governing special events, outings, and tournaments, traditional golf etiquette, and course care.

"Violation" – Any intentional or unintentional act or behavior that is contrary to or against local rules and policy and/or the USGA golf rules that interferes with pace of play, player safety, and course care. Also includes acts or behaviors that violate traditional golf etiquette, and exhibiting unacceptable behavior.

SECTION 2: USGA Rules

Riverside Golf Course subscribes to the USGA Rules of Golf.

SECTION 3: Local Rules and Policies

The following rules are subject to change without notice. Check for a current rules and policy listing at the Pro Shop.

A. All golfers, spectators, or customers of any nature are responsible for self inflicted injury, private property damage, bodily damage, golf carts and/or any damages to equipment or property owned or leased by the City of Clinton, Clinton Recreational Authority, or Riverside Golf Course. All golfers, spectators, or customers will be responsible for any attorney fees required for legal representation of the City of Clinton, Clinton Recreational Authority, or Riverside Golf Course.

B. The golf course is open seven (7) days per week from approximately daylight to dark except for Monday mornings when one nine will be closed for maintenance until 2:00 PM.
C. The golf course is open for play if conditions permit. There will be days and times when the course is not playable due to weather conditions. Further, there will be days when the course is open but conditions require carts to stay on the cart path.
D. Any area marked restricted or under repair may not be entered.
E. Golfers under the age of twelve (12) years of age must be accompanied by an adult (18 yrs. or older) who is responsible for the child's action.
F. Soft spikes are required on Riverside Golf Course.
G. Proper dress required – shirts must be of full length to belt line, men's shirts must have sleeves; full length pants, shorts, or capris (no bikini bottoms, or briefs); shoes must be worn.
H. Each player is required to have at least four (4) clubs, a putter and a golf bag.
I. Every person entering the golf course must be an annual greens fee pass holder that has registered in the Pro Shop, have purchased a daily greens fee pass for 9 or 18 holes, be a spectator registered with the Pro Shop, a member of the City staff. All other visitors must be accompanied by a person associated with the golf course, Pro Shop, or City staff.
J. Only persons holding a valid drivers license will be permitted to rent a golf cart.
K. Pro Shop Personnel will regulate all pairings on the first tee (no more than five in a group and no more than three (3) carts for each group).
L. Begin play on #1 unless directed or approved by the Pro Shop personnel.
M. Restrict all practice shots to the driving range.
N. Keep up pace of play.
O. Place trash in trash receptacles.
P. Do not drive off of cart path to park at teeing areas.
Q. The 90^0 Rule is always in effect.
R. Follow directional and instructional signs.
S. Stay on the cart path.
T. No carts driven or parked within 30 yards of the greens.
U. Do not drive private or rented carts in such a manner as to leave scarred areas with tires.
V. Do not drive into wet areas.
W. Do not take divots on practice swings.
X. Replace scarred area with divot mix.
Y. Repair your ball mark on greens.
Z. Repair club and shoe scuff marks before leaving the area.

SECTION 4: Powers of the Golf Course Ranger

If the Golf Course Ranger observes a violation of any of the USGA Rules or the Local Rules and Policies, then said Ranger shall have the following powers:

(1) Upon an initial violation, the golfer shall be given a verbal warning.

(2) Upon a second violation of the same or any other rule, the golfer may be suspended from play on the course or practice tee for the remainder of that day and the next day. Golfer shall not be entitled to a refund for the remaining portion of his/her round.

(3) Upon a third violation of the same or any other rule within thirty (30) days of the golfer's return to the course, golfer may be expelled for a period of one (1) year.

(4) Upon any violation of the same or any other rule or policy subsequent to the golfer's return to the course, golfer may be banned from the course.

(5) All determinations regarding duration of punishment shall be at the discretion of the Ranger.

(6) Any refusal to comply with a suspension, expulsion, or banishment order of the Ranger shall result in a trespass complaint by the Ranger and executed by the Clinton Police Department.

(7) Any golfer suspended, expelled, or banished by the Ranger shall have the right to appeal such decision to the Golf Advisory Board.

Signed this 6 day of October, 2009

Allen Bryson, Mayor

ATTEST:

Lisa Anders

Lisa Anders, City Clerk

Oklahoma Municipal Assurance Group

An Interlocal Cooperation Act Agency of Cities and Towns Providing:
Group Life & Health Benefits Plan • Municipal Liability Protection Plan • Workers' Compensation Plan • Municipal Property Protection Plan

2006-2007 WORKERS' COMPENSATION PLAN REFUND VOUCHER AGREEMENT

This Agreement made and entered into this 5th day of October, 2009, shall remain in full force and effect between the **City of Clinton,** hereinafter referred to as the "Member," and the Oklahoma Municipal Assurance Group, hereinafter referred to as the "Group," witnesseth:

WHEREAS, as a result of favorable workers' compensation claims activity on the part of the member, the Board of Trustees of the Group has authorized the refund of the unused portion of your 2006-2007 Loss Fund in the amount of **$62,102.01**; and

WHEREAS, the Group Workers' Compensation Plan was created pursuant to 74 O.S. § 1001 et seq., thereby enabling cities and towns to cooperate with others on the basis of mutual advantage and to exercise and enjoy all of their powers, privileges and authority to the extent that laws of the state permit such joint exercise or enjoyment; and

WHEREAS, the Member by adopting and subscribing to the said Workers' Compensation Plan for the Fiscal Year ending June 30, 2007, hereinafter referred to as the "Fiscal Year," made payment of an annual fee to the Group for statutory benefits under 85 O.S. § 1 et seq., the Workers' Compensation Act of the State of Oklahoma; and

WHEREAS, the Board of Trustees of the Group has authorized the distribution of the whole or part of said annual fee paid by the Member to the Group and identified as the Member's Loss Fund for the Fiscal Year; and

WHEREAS, the Member hereby makes application for a distribution of the whole or part of the Loss Fund it paid to the Group for the Fiscal Year subject to the following terms and conditions.

NOW, THEREFORE, the Member does hereby declare and agree as considered under this Agreement:

1. The Member hereby acknowledges, affirms, and states, upon acceptance of the amount stated above as a conditional distribution of a whole or part of its Loss Fund paid to the Group for the Fiscal Year; that it may be liable for a whole or part of said amount to the Group for benefits payable under 85 O.S. § 1 et seq. contingent upon notification to the Group by the CompSource Oklahoma that benefits are due and payable for claims against the Member made for the Fiscal Year.

2. Upon notice by the CompSource Oklahoma to the Group as described herein, the Member shall make payment of the distribution described herein to the Group within sixty (60) days receipt of written notice from the Group.

(over)

OMAG
Oklahoma Municipal Assurance Group

44. In the event the Member fails to make payment to the Group as set forth in paragraph 2 herein, Member agrees and authorizes the Group to debit the amount due for benefits from either the Member's Loss Fund, Escrow or Rate Stabilization Reserve Account.

4. This refund can be processed in one of three different ways. You may select one of the following options:

** **NOTE: <u>If we do not receive notification of your selection prior to December 31, 2009 your refund will automatically be transferred to your escrow account</u>.** **

PLEASE INITIAL YOUR SELECTION

_____ a. We wish to place the full amount in Escrow with the Group to be used at any time at our request. We understand that we will receive interest earnings on any amounts so held.

_____ b. We wish to apply the full amount as credit toward the current quarterly payments for the 2009-2010 Workers' Compensation Premium. *(Only choose this option if your city or town's annual premium is greater than $5,000 <u>or</u> you are currently making quarterly payments for the 2009-2010 Plan.)*

_____ c. Please issue a refund check for the entire amount.

This Agreement shall be construed and enforced according to the laws of the State of Oklahoma.

In witness whereof, signed as designated below.

_____	Patrick Parsons
Mayor	For the Oklahoma Municipal Assurance Group
_____	**October 5, 2009**
Attested: City/Town Clerk	Date
_____	
Date	

(Select and initial your refund option above. **Return with original signatures of Mayor and Clerk to the Oklahoma Municipal Assurance Group**, 4130 N. Lincoln Blvd., Oklahoma City, OK 73105-5209).

ORDINANCE NO. 919

AN ORDINANCE ADOPTING THE REQUIREMENTS OF SB 1182 AND SB 306; ESTABLISHING REQUIREMENTS FOR A CONTRACTOR'S CERTIFICATE FOR ANY PERSON ENGAGING IN THE ERECTION, REPAIR OR CONSTRUCTION OF ANY BUILDING; PROVIDING FOR METHOD OF APPLICATION FOR SUCH CONTRACTOR'S CERTIFICATE; PROVIDING FOR GENERAL LIABILITY AND WORKER'S COMPENSATION INSURANCE REQUIREMENTS; PROVIDING FOR FEES AND RENEWAL CERTIFICATES; PROVIDING FOR PENALTIES FOR VIOLATIONS, AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE COUNCIL FOR THE CITY OF CLINTON, OKLAHOMA:

SECTION 1:

General provisions.

(a) Certificate required.

(1) It shall be unlawful for any person to erect, install, improve, enlarge, repair, move, demolish, or alter any premises, building or other structure within the city limits of Clinton without first obtaining a contractor's certificate from the city. Prior to issuance of any building permits, pursuant to 11-2-1 of this code, the applicant for the permit shall have a valid contractor's certificate.

(2) A contractor's certificate is not required of persons who have a valid certificate for other specialized trades required by this code and provided the work performed is within the authority granted therein.

(3) Resident owners of the property are not required to obtain a contractor certificate when performing work on their own property provided work is performed by the owner; nothing herein shall relieve any person from obtaining other licenses, permits or certificates required by this code.

(b) Method of application.

(1) Any person who is required by this article to possess a contractor's certificate shall make an application to the city on application forms provided for that purpose by the city.

(2) The lending of any contractor's certificate and/or the person to whom the certificate is issued obtaining other permits thereunder for any other person shall be deemed cause for revocation. A contractor's certificate issued by the city is not transferable, and violation of this provision is cause for revocation in addition to other penalties in this code.

(3) The City Council may revoke the contractor's certificate for just cause. The City Manager may suspend such certificate if, in his opinion, the certificate holder violates any provision of the code. In such case, the City Manager shall give notice of the suspension to the contractor. The contractor whose certificate has been suspended shall have the right to appear before the council and be heard before the certificate is permanently revoked and shall be given adequate notice of the time and place of such hearing and of the charges against the certificate holder. Such cause must be disposed of by the City Council within thirty (30) days of the time of the suspension.

(c) Certification fee, annual renewal fee.

(1) Before such certificate is issued a fee of $100.00 for the first year and $50.00 per year thereafter shall be paid to the City Clerk for contractor's registration certificate.

(2) Each certificate issued shall expire on June 30th of each year.

(3) The annual renewal application, appropriate documentation and fees must be received by the city on or before July 1st and shall be considered surrendered if the certificate is not renewed within fifteen (15) days. After July 15th, the applicant must proceed in the manner required for a new or initial applicant.

(d) Workers Compensation Insurance Requirements.

(1) Each building contractor who is defined in the Workers' Compensation Act, Title 85, Oklahoma Statutes, Section 1 et seq. (the "Act") as an employer of employees as defined in the Act and not exempt, which contractor is registered under this article shall be required to document to the City of Clinton and to keep in force during the life of its registration, a workers' compensation insurance policy to protect the contractor's employees against occupational hazards and diseases as regulated and defined in the Act.

(2) A Certificate of Insurance for workers' compensation with the city named as a certificate holder from an insurance company duly licensed to do business in the State of Oklahoma or proof of exemption or own risk status shall be submitted with the application for registration to the city. Persons who are self-employed and do not fall under the jurisdiction of the Workers' Compensation Act are not required to submit a certificate of insurance. However, in lieu of the certificate of insurance requirement, the

applicant must execute an affidavit certifying he is wholly self-employed and does not fall under the jurisdiction of the Workers' Compensation Act with proof of exemption.

(3) The contractor shall be required to notify the city within ten (10) working days upon termination of an insurance policy. This will cause the city to invalidate the certificate.

(e) Insurance. Each contractor shall procure and maintain a general liability policy of insurance within limits per occurrence of not less than $500,000.00. A Certificate of Insurance shall be provided at the time application is made for a contractor's certificate. Contractor shall notify the city within ten (10) days of termination of the policy. City shall be named a certificate holder. Failure to maintain general liability insurance in the specified limits shall cause the contractor's certificate to be deemed revoked.

(f) Violation and penalties. Any person violating any provision of this article is guilty of an offense, and upon conviction thereof shall be punished as provided in section 1-4-1 of this code.

SECTION 2: Emergency.

An emergency is declared to exist and it is necessary for the public welfare, health and safety that this ordinance take effect immediately upon passage, approval and publication according to law.

PASSED AND APPROVED this _____ day of _____, 2009, with the Emergency Clause passed separately.

_____
MAYOR

ATTEST:

_____
CITY CLERK

(SEAL)

PUBLIC NOTICE OF A REGULAR MEETING
OF THE RECREATIONAL AUTHORITY
TUESDAY, OCTOBER 20, 2009 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Meeting status: Completed

1. Call to Order
2. Opening Prayer Charles Murphy, Freewill Baptist Church
3. Consent Agenda
    A. Consider Approval of Minutes on October 6, 2009
4. Action Items:
    A. Consider Supplemental Budget Amendment to the 2009-2010 Budget
5. City Managers Report
6. Audience Participation
7. Adjournment

Filed this 16th Day of October, 2009. Posted on the bulletin board in the lobby of the Clinton City Hall on October 16, 2009 at 10:30 a.m.

Not recorded

MINUTES OF RECREATIONAL AUTHORITY MEETING, OCTOBER 6, 2009

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, October 6, 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 October 2, 2009.

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

CHAIRMAN: Allen Bryson
TRUSTEES: Terry Wheeler, Bob Marcy, John Jordan
ABSENT: Mark Hendrickson
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: Charles Fry, David Crabtree, Mary Helen Jones, Charlie Shepherd, Benny & Kim Brewer, Jeff Lewis, Rob Fiegner, Alan Burgtorf, Steve Jones, Arnold Adams, Mike Taylor, Sidney Smith and others.

Doyle Kinney of the First Christian Church 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 September 1, 2009
B. Consider 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, Jordan, Bryson
Nay: None

Chairman declared the motion carried.

AGENDA ITEM NO. 4 ACTION ITEMS

4A. CONSIDER RESOLUTION RA09-02 REGARDING RIVERSIDE GOLF COURSE RULES OF PLAY

City Manager Grayson Bottom explained that the 09-10 budget provides for the position of Ranger at the Golf Course. He said the responsibilities and authority of the Ranger has been defined in the resolution presented. He said the resolution had been prepared by legal staff and it includes penalties and enforcement of the rules. He said it outlines proper conduct in public places.

Trustee Jordan said the 90° rule is included in the rules. He said this is important to saving the grass on the fairways,

Motion was made by Trustee Jordan and seconded by Trustee Wheeler to approved Resolution RA09-02 regarding Riverside Golf Course Rules of Play.

Chairman put the motion to a roll call vote:

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

Chairman declared the motion carried.

4B. CONSIDER APPOINTMENT TO FILL THE UNEXPIRED TERM ON THE GOLF ADVISORY BOARD

City Manager Grayson Bottom explained that Pat Cornell has submitted a letter of resignation from the Golf Advisory Board. It was recommended that Berry Sewell be appointed to fill the unexpired term on the Golf Advisory Board.

Motion was made by Trustee Marcy and seconded by Trustee Jordan to appoint Berry Sewell to fill the unexpired term on the Golf Advisory Board.

Chairman put the motion to a roll call vote:

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

Chairman declared the motion carried.

AGENDA ITEM NO .5: CITY MANAGER'S REPORT

City Manager Grayson Bottom said that front nine of the golf course had been opened September 26th and that during the weekend approximately 500 people had played golf. He reported that in the first six days of the opening of the front nine holes, 700 rounds of golf were played.

Doyle Kinney, Vice-Chairman of the Golf Advisory Board, said it is important to be part of a community showing progress and this is a benefit to the community.

AGENDA ITEM NO. 6: AUDIENCE PARTICIPATION

None

AGENDA ITEM NO. 7: ADJOURNMENT

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

Chairman put the motion to a roll call vote

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

Chairman declared the meeting adjourned at 5:50 pm.

BUDGET AMENDMENT FORM
FY 2009-2010

TYPE OF AMENDMENT:
01 - SUPPLEMENTAL
02 - DECREASE
03 - TRANSFER

CLINTON RECREATION TRUST AUTHORITY

		ACCOUNTS DECREASED		
TYPE	EXPL.	ACCT #	NAME	AMOUNT
01	A			

ACCOUNTS INCREASED		
ACCT #	NAME	AMOUNT
ESTIMATED REVENUE		
730-513-59010	Operating Transfer In	31,000
	(subsidy from GF)	
730-514-59010	Operating Transfer In	169,000
	(subsidy from GF)	
TOTAL EST. REV/TRANSFERS IN		200,000
APPROPRIATIONS		
Golf Course Maintenance		
730-41308-1010	Salaries & Wages	25,000
730-41308-2130	Facilities Repair	3,000
730-41308-2443	Seed/Sod/Flowers	3,000
Pk/ABP Rec Ctr Operations		
730-41408-1020	Part-time/Extra Help	10,000
Pk/ABP Ballfield Maintenance		
730-41409-1010	Salaries & Wages	50,000
730-41409-2045	Vehicle Repair & Maint	1,000
730-41409-2046	Equipment Repair & Maint	2,000
730-41409-2422	Parts - Equipment Maint	1,000
Pk Rec Maintenance		
730-41108-1020	Part-time/Extra Help	21,000
Pk Rec Swimming		
730-41109-1010	Salaries & Wages	70,000
730-41109-2416	Concession Supplies	10,000
730-41109-2455	Safety Equipment	1,000
730-41109-2460	Miscellaneous	1,000
730-41109-2470	Facilities Maintenance	1,000
730-41109-2615	Training & Development	1,000
TOTAL APPROPRIATIONS		200,000

EXPLANATIONS:

A. Supplemental appropriation to increase Operating Transfer In from General Fund for subsidy to Parks & Rec Operations in the various expenditure areas.

DONE BY ORDER OF THE TRUSTEES OF SAID TRUST AUTHORITY AND RECORDED IN THE MINUTES OF THE CLERK AT CLINTON, OKLAHOMA, THIS 20TH DAY OF OCTOBER, 2009.
ATTEST:

CHAIRMAN

CLERK