PUBLIC NOTICE OF A REGULAR MEETING
OF THE PUBLIC WORKS AUTHORITY
TUESDAY, JUNE 1, 2010 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Meeting status: Completed

1. Call to Order
2. Opening Prayer Roy Dobbs First Church of God
3. Consent Agenda
    A. Consider Approval of Minutes of May 4, 2010
    B. Consider Claims
4. Action Items:
    A. Consider approval of agreement with Severn Trent Environmental Services, Inc. for Water and Wastewater Operations and Maintenance
5. City Managers Report
6. Audience Participation
7. Adjournment

Filed this 27th Day of May, 2010. Posted on the bulletin board in the lobby of the Clinton City Hall on May 27, 2010 at 1:30 p.m.

PW050410

MINUTES OF THE PUBLIC WORKS AUTHORITY MEETING, MAY 4, 2010

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 4, 2010 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 April 30, 2010.

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

CHAIRMAN: Allen Bryson
TRUSTEES: Steve Jones, 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: Charles Fry, Arnold Adams, Scott Moore, Toby Baker, Alvin Williams, Mary Helen Jones, Cody Farmer and others.

Alvin Williams 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 20, 2010
B. Consider Claims

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

Chairman put the motion to a roll call vote:

Aye: Marcy, Jones, 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

None

AGENDA ITEM NO. 6: AUDIENCE PARTICIPATION

None

AGENDA ITEM NO. 7: ADJOURNMENT

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

Chairman put the motion to a roll call vote:

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

Chairman declared the meeting adjourned at 5:34 pm.

PACKET: 04033 5/17/2010
VENDOR SET: 01
FUND : 700 PUBLIC WORKS AUTHORITY
DEPARTMENT: N/A NON-DEPARTMENTAL BANK: FNBAP
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00005	FIRST BANK & TRUST CO					
		I-MAY 10	700-1115	CASH - BOND A PYMT 2002 PWA BOND ACCT	064148	21,305.42
01-01560	OK BANK & TRUST					
		I-MAY 10	700-1141	CASH - BOND A PYMT PWA 2006 BOND ACCT	064157	63,202.92
		I-MAY.10	700-1125	CASH - BOND A PYMT 2003 BOND ACCT PWA	064158	48,414.79
01-01995	SINOR EMERGENCY MEDICAL					
		I-Apr 10	700-2306	DUE TO SEMS/A AMBUL. FEE COLL. APRIL 2010	064164	18,518.39
01-04425	CLINTON REC AUTH REV FU					
		I-JUNE 10	700-2301	DUE TO RECR A PYMT ODOC /SINOR MFG	064145	1,343.06
01-14845	KAMIE BOLDING					
		I-051710	700-1810	CIP-NE WATERL NE WTRLNE RPLCMNT PROJECT	064156	16,210.00
01-14885	OK OFFICE OF STATE FINA					
		I-PC-0000267	700-2307	DUE TO OK.GOV PORTAL CHARGES MARCH 2010	064160	29.00
				DEPARTMENT NON-DEPARTMENTAL TOTAL:		169,023.58
01-00815	FOSS RESERVOIR M.C.D.					
		I-APR 10 OVERAGE	700-40701-2200	FOSS WATER PU CONSUMPTION OVRGE APRIL 2010	064150	868.34
		I-MAY 10	700-40701-2210	FOSS ASSESSME MAY 10 MTHLY PYMT/ANNUAL	064151	62,904.17
01-01925	AT&T					
		I-MAY 2010	700-40701-2005	TELEPHONE TELEPHONE SERVICE	064139	15.81
01-13175	FLEETCOR DBA/FUELMAN					
		I-NP24697384	700-40701-2425	FUEL, OIL, ET FUEL USE	064152	46.17
01-13750	AMERICAN MUNICIPAL SERV					
		I-5874	700-40701-2120	CONTRACTUAL S UTILITY COLLECTIONS APRIL 2010	064136	167.49
01-14165	CAPITOL DECISIONS, INC					
		I-JUN 10	700-40701-2120	CONTRACTUAL S LEGIS. ADVOCACY SERVICES	064141	7,500.00
				DEPARTMENT 0701 WATER ADMINISTRATION TOTAL:		71,501.98
01-01150	KIWASH ELECTRIC					
		I-MAY 2010	700-40708-2075	ELECTRIC CHAR CANYONS WEST	064153	183.55
01-01535	OKLAHOMA NATURAL GAS CO					
		I-01 MAY 10	700-40708-2080	NATURAL GAS S NATURAL GAS SERVICE	064162	35.38
01-01925	AT&T					
		I-MAY 2010	700-40708-2005	TELEPHONE TELEPHONE SERVICE	064139	15.81

PACKET: 04057 5/26/2010
VENDOR SET: 01
FUND : 700 PUBLIC WORKS AUTHORITY
DEPARTMENT: 0701 WATER ADMINISTRATION BANK: FNBAP
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00515	OK DEPT OF ENVIRONMENTA					
		I-21044207	700-40701-2220	STATE REGULAT PWS LAB FEES 1-1 TO 3-31-10	000000	697.82
01-00750	FEDERAL EXPRESS CORP					
		I-7-097-02262	700-40701-2010	POSTAGE ASPEN PUBLISHING -- A. ADAMS	000000	42.80
01-11980	GARVER ENGINEERS LLC					
		I-MSA-30	700-40701-2090	ENGINEERING & ON CALL SERVICES	000000	935.72
				DEPARTMENT 0701 WATER ADMINISTRATION TOTAL:		1,676.34
01-00255	CLINTON LAUNDRY					
		I-536632	700-40708-2435	UNIFORM SERVI UNIFORM RENTAL	000000	34.00
		I-538059	700-40708-2435	UNIFORM SERVI UNIFORM RENTAL	000000	37.50
		I-539392	700-40708-2435	UNIFORM SERVI UNIFORM SERVICE	000000	34.00
		I-540759	700-40708-2435	UNIFORM SERVI UNIFORM RENTAL	000000	29.38
		I-542481	700-40708-2435	UNIFORM SERVI UNIFORM RENTAL	000000	24.75
01-00730	FARM PLAN/ATWOODS					
		I-2897951	700-40708-2410	OPERATING SUP SAW/DRILL BITS	000000	5.88
01-01250	LOCKE SUPPLY COMPANY					
		I-12788302-00	700-40708-2410	OPERATING SUP PVC SUPPLIES	000000	15.83
01-01260	WESTERN EQUIPMENT LLC					
		I-01 243127	700-40708-2422	PARTS-EQUIPME CHAINSAW SPRING	000000	4.09
01-01535	OKLAHOMA NATURAL GAS CO					
		I-01-JUN-10	700-40708-2080	NATURAL GAS S NATURAL GAS SERVICE	000000	0.00
01-03300	OK CONTRACTOR'S SUPPLY					
		I-0290856-IN	700-40708-2410	OPERATING SUP WATER SUPPLIES/MATERIALS	000000	1,810.38
		I-0290961-IN	700-40708-2410	OPERATING SUP POLY PIPE/FLANGE BOLT SET	000000	229.20
		I-0291170-IN	700-40708-2410	OPERATING SUP 2" POLY/ 2" INSERT	000000	173.00
		I-0291461-IN	700-40708-2410	OPERATING SUP 6" SOLID SLEEVE COUPLER	000000	159.12
		I-0291515-IN	700-40708-2410	OPERATING SUP SUPPLIES	000000	647.64
		I-029174-IN	700-40708-2410	OPERATING SUP 3" HERSEY HYDRANT METER	000000	575.00
		I-0292120-IN	700-40708-2410	OPERATING SUP TAPPING SADDLE/WRENCH	000000	668.56
		I-0292121-IN	700-40708-2410	OPERATING SUP MTR CAN/ADAPTER/CLAMP	000000	1,059.00
01-04605	O'REILLY AUTOMOTIVE INC					
		I-0243-201476	700-40708-2410	OPERATING SUP LOCKTITE/CLAMPS/CARB CLNR	000000	27.96
01-09435	AMERICAN ELECTRIC POWER					
		I-5-26-10	700-40708-2075	ELECTRIC CHAR ELECTRIC SERVICE/ALL DEPTS	000000	0.00
01-11850	K & S TIRE INC					
		I-44538	700-40708-2420	TIRES, BATTER TIRES #25 S. BROWN SR. TRCK	000000	544.76
				DEPARTMENT 0708 WATER MAINTENANCE TOTAL:		6,080.05

PACKET: 04033 5/17/2010
VENDOR SET: 01
FUND : 700 PUBLIC WORKS AUTHORITY
DEPARTMENT: 0708 WATER MAINTENANCE
BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-09435	AMERICAN ELECTRIC POWER					
		I-MAY 10	700-40708-2075	ELECTRIC CHAR ELECTRIC SERVICE/ALL DEPTS	064137	268.09
01-13175	FLEETCOR DBA/FUELMAN					
		I-NP24697384	700-40708-2425	FUEL, OIL, ET FUEL USE	064152	838.29
				DEPARTMENT 0708 WATER MAINTENANCE TOTAL:		1,341.12
01-00070	WINDSTREAM CORPORATION					
		I-APRIL 2010	700-40710-2005	TELEPHONE APRIL 2010 SERVICE	064167	44.44
01-07990	CHEM-CAN SERVICES, INC					
		I-166497	700-40710-2110	RENTAL CHARGE PORTABLE TOILET RENTALS	064143	165.00
01-09435	AMERICAN ELECTRIC POWER					
		I-MAY 10	700-40710-2075	ELECTRIC CHAR ELECTRIC SERVICE/ALL DEPTS	064137	0.00
01-13175	FLEETCOR DBA/FUELMAN					
		I-NP24697384	700-40710-2425	FUEL, OIL, ET FUEL USE	064152	364.29
01-14970	FLASH-LINK INTERNET SER					
		I-45153	700-40710-2005	TELEPHONE MTHLY INTERNET SERV. WTP	064149	49.95
		I-46750	700-40710-2005	TELEPHONE MONTHLY INTERNET SERV. WTP	064149	49.95
				DEPARTMENT 0710 WATER TREATMENT TOTAL:		673.63
01-01925	AT&T					
		I-MAY 2010	700-40808-2005	TELEPHONE TELEPHONE SERVICE	064139	15.81
01-13175	FLEETCOR DBA/FUELMAN					
		I-NP24697384	700-40808-2425	FUEL, OIL, ET FUEL USE	064152	838.28
				DEPARTMENT 0808 WASTEWATER MAINTENANCE TOTAL:		854.09
01-01925	AT&T					
		I-MAY 2010	700-40810-2005	TELEPHONE TELEPHONE SERVICE	064139	32.72
01-09435	AMERICAN ELECTRIC POWER					
		I-MAY 10	700-40810-2075	ELECTRIC CHAR ELECTRIC SERVICE/ALL DEPTS	064137	0.00
01-13175	FLEETCOR DBA/FUELMAN					
		I-NP24697384	700-40810-2425	FUEL, OIL, ET FUEL USE	064152	270.80
				DEPARTMENT 0810 WASTEWATER TREATMENT TOTAL:		303.52
				FUND 700 PUBLIC WORKS AUTHORITY TOTAL:		243,697.92

PACKET: 04057 5/26/2010
VENDOR SET: 01
FUND : 700 PUBLIC WORKS AUTHORITY
DEPARTMENT: 0710 WATER TREATMENT BANK: FNBAP
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00255	CLINTON LAUNDRY					
		C-538964	700-40710-2435	UNIFORM SERVI CREDIT - DAMAGE FEE B. FORREST	000000	19.80-
		C-540708	700-40710-2435	UNIFORM SERVI LOSS CHARGE INV # 539392	000000	44.60-
		C-543749	700-40710-2435	UNIFORM SERVI CREDIT - C. CRUSON	000000	15.10-
		I-536632	700-40710-2435	UNIFORM SERVI UNIFORM RENTAL	000000	56.30
		I-538059	700-40710-2435	UNIFORM SERVI UNIFORM RENTAL	000000	36.50
		I-539392	700-40710-2435	UNIFORM SERVI UNIFORM SERVICE	000000	78.85
		I-540759	700-40710-2435	UNIFORM SERVI UNIFORM RENTAL	000000	36.50
		I-542481	700-40710-2435	UNIFORM SERVI UNIFORM RENTAL	000000	47.85
		I-98675	700-40710-2465	JANITORIAL SU HAND TOWELS/TOILET PAPER	000000	84.30
		I-99123	700-40710-2455	SAFETY EQUIPM NITRILE BLOCK	000000	123.20
01-00590	DOLESE BROTHERS CO.					
		I-44176	700-40710-2475	LAND MAINTENA 3/4 CRUSHER RUN TICKET 70050	000000	193.53
01-00730	FARM PLAN/ATWOODS					
		I-2886394	700-40710-2410	OPERATING SUP PIPE/CAULK/CEMENT/CLEANER	000000	45.63
01-00910	HACH COMPANY					
		I-6706641	700-40710-2440	CHEMICALS CHEM. FOR LAB/SHIPPING	000000	255.71
		I-6710728	700-40710-2440	CHEMICALS CHEM. FOR LAB/SHIPPING	000000	106.98
01-01250	LOCKE SUPPLY COMPANY					
		I-12857116-00	700-40710-2470	FACILITIES MA SUPPLIES LAKE HOUSES	000000	74.34
01-01260	WESTERN EQUIPMENT LLC					
		I-01 241691	700-40710-2420	TIRES, BATTER BATTERY/FILTERS	000000	230.40
01-01800	PREFERRED PUMP					
		I-757302	700-40710-2046	EQUIP REPAIR PULSA FEEDER	000000	671.44
01-01910	FARM PLAN FOR ROTHER BR					
		I-IV96452	700-40710-2425	FUEL, OIL, ET FILTERS/OIL 60 HIGH LIFE	000000	141.71
01-02220	T.H. ROGERS LUMBER CO.					
		I-977124	700-40710-2470	FACILITIES MA DOOR/DOOR KNOB	000000	55.75
		I-977126	700-40710-2470	FACILITIES MA QTR RND/LIQUID NAILS/TUB	000000	28.60
01-02800	BECK & ROOT FUEL CO					
		I-0095672	700-40710-2422	PARTS-EQUIPME PROPANE FOR FORKLIFT	000000	20.00
01-07425	ACCURATE ENVIRONMENTAL					
		I-OE06015	700-40710-2085	PROFESSIONAL TOC SM5310C/SPEC UV ABSORB.	000000	145.00
01-07960	DAVID DRISCOLL TRUCKING					
		I-83932	700-40710-2475	LAND MAINTENA FREIGHT HAUL 3/4 CRUSHER	000000	210.00
01-09435	AMERICAN ELECTRIC POWER					
		I-5-26-10	700-40710-2075	ELECTRIC CHAR ELECTRIC SERVICE/ALL DEPTS	000000	0.00

PACKET: 04057 5/26/2010
VENDOR SET: 01
FUND : 700 PUBLIC WORKS AUTHORITY
DEPARTMENT: 0710 WATER TREATMENT BANK: FNBAP
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION		CHECK#	AMOUNT
01-11850	K & S TIRE INC						
		I-44765	700-40710-2420	TIRES, BATTER	FLAT TIRE LAWN MOWER	000000	10.00
01-12865	SOUTHWEST CHEMICAL SERV						
		I-88848	700-40710-2440	CHEMICALS	ACH	000000	20,783.40
01-13920	CITY OF ELK CITY						
		I-4720	700-40710-2085	PROFESSIONAL	ROUTINE BACTERIA ANALYSIS	000000	100.00
		I-4752	700-40710-2085	PROFESSIONAL	ROUT. BACTERIA ANALYSIS	000000	100.00
				DEPARTMENT 0710	WATER TREATMENT TOTAL:		23,556.49
01-00255	CLINTON LAUNDRY						
		I-536632	700-40808-2435	UNIFORM SERVI	UNIFORM RENTAL	000000	34.00
		I-538059	700-40808-2435	UNIFORM SERVI	UNIFORM RENTAL	000000	37.50
		I-539392	700-40808-2435	UNIFORM SERVI	UNIFORM SERVICE	000000	34.00
		I-540759	700-40808-2435	UNIFORM SERVI	UNIFORM RENTAL	000000	29.37
		I-542481	700-40808-2435	UNIFORM SERVI	UNIFORM RENTAL	000000	24.75
01-00580	DITCH WITCH OF OKLAHOMA						
		I-0111481	700-40808-2422	PARTS-EQUIPME	SUPPLIES BORING MACHINE	000000	278.10
01-00730	FARM PLAN/ATWOODS						
		I-2897951	700-40808-2410	OPERATING SUP	SAW/DRILL BITS	000000	45.70
01-01240	LITTKE'S STORE						
		I-029385	700-40808-2046	EQUIP REPAIR	LABOR - CHAINSAW REPAIR	000000	12.50
01-01570	OCT EQUIPMENT, INC						
		I-18223	700-40808-2422	PARTS-EQUIPME	BACKHOE SUPPLIES	000000	55.46
				DEPARTMENT 0808	WASTEWATER MAINTENANCE TOTAL:		551.38
01-00255	CLINTON LAUNDRY						
		I-536632	700-40810-2435	UNIFORM SERVI	UNIFORM RENTAL	000000	35.00
		I-538059	700-40810-2435	UNIFORM SERVI	UNIFORM RENTAL	000000	35.00
		I-539392	700-40810-2435	UNIFORM SERVI	UNIFORM SERVICE	000000	35.00
		I-540759	700-40810-2435	UNIFORM SERVI	UNIFORM RENTAL	000000	42.00
		I-542481	700-40810-2435	UNIFORM SERVI	UNIFORM RENTAL	000000	35.00
01-00685	DANNY ELSTON ELECTRIC						
		I-2543	700-40810-2046	EQUIPMENT REP	WWTP- INSTALL MTR/RPLCD SCREEN	000000	577.50
01-00890	W W GRAINGER, INC						
		I-9236257425	700-40810-2046	EQUIPMENT REP	CLAIRIFIER MTRS FOR WWTP	000000	241.20
		I-9243706554	700-40810-2046	EQUIPMENT REP	MIXER MTR FOR WWTP	000000	301.50
		I-9243706562	700-40810-2046	EQUIPMENT REP	CLAIRIFIER MTRS FOR WWTP	000000	250.65

PACKET: 04057 5/26/2010
VENDOR SET: 01
FUND : 700 PUBLIC WORKS AUTHORITY
DEPARTMENT: 0810 WASTEWATER TREATMENT
BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01990	SECURITY SERVICES					
		I-259854	700-40810-2120	CONTRACTUAL S ALARM MONITOR/WWTP	000000	78.00
		I-259854.	700-40810-2120	CONTRACTUAL S MONITORING CELL PHONE WWTP	000000	45.00
01-03095	HAYNES EQUIPMENT CO INC					
		I-S5902-IN	700-40810-2046	EQUIPMENT REP RPR VFD LIFT STATION PUMP WWTP	000000	1,706.69
01-05760	BRENNTAG SOUTHWEST INC.					
		I-BSW192676	700-40810-2440	CHEMICALS CL2/SO2 FOR WWTP	000000	2,671.50
01-09435	AMERICAN ELECTRIC POWER					
		I-5-26-10	700-40810-2075	ELECTRIC CHAR ELECTRIC SERVICE/ALL DEPTS	000000	0.00
01-10635	POLYDYNE INC					
		I-535734	700-40810-2440	CHEMICALS POLYMER WWTP	000000	2,668.00
01-11210	WILKINS ENVIRONMENTAL C					
		I-2044	700-40810-2085	PROFESSIONAL TRE FOR WWTP SAMPLES 3/28	000000	980.00
				DEPARTMENT 0810 WASTEWATER TREATMENT TOTAL:		9,702.04
				FUND 700 PUBLIC WORKS AUTHORITY TOTAL:		41,566.30

Draft: May ~~13~~,14, 2010

WATER AND WASTEWATER OPERATION AND MAINTENANCE AGREEMENT

Between

SEVERN TRENT ENVIRONMENTAL SERVICES, INC.

and

THE CLINTON PUBLIC WORKS AUTHORITY

(Date)

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Exhibit B Municipality's Environmental Permits

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WATER AND WASTEWATER OPERATION AND MAINTENANCE AGREEMENT

THIS WATER AND WASTEWATER OPERATION AND MAINTENANCE AGREEMENT (hereinafter, the "Agreement") is made and entered into this _____ day of _____, 2010, by and between the Clinton Public Works Authority, a municipal corporation organized under the laws of the State of Oklahoma (hereinafter the "Municipality"), and Severn Trent Environmental Services, Inc., a Texas corporation with its principal place of business at 16337 Park Row, Houston, Texas 77084 (hereinafter the "Operator").

WHEREAS, the Municipality desires to hire a professional firm to operate and maintain the Municipality's Facilities (defined below) and the Operator desires to provide said operations and maintenance services to the Municipality,

NOW, THEREFORE, in consideration of the mutual agreements herein contained, and subject to the terms and conditions herein stated, the parties agree as follows:

Article 1 DEFINITIONS

"Abnormal or Biologically Toxic Material" is defined as any substance or combination of substances contained in the raw water or influent wastewater received or treated at any of the Facilities in sufficient concentrations or amounts so as to either:

(i) interfere with the biological processes necessary for the removal of organic and chemical constituents from the raw water or wastewater in a manner required to meet Applicable Law including the discharge limits specified in the Municipality's Environmental Permit(s); or

(ii) cause the effluent wastewater discharged from the Facilities to become or create Process Residue or other materials classified as hazardous waste as defined under RCRA and/or hazardous substances as defined under CERCLA.

Abnormal or Biologically Toxic Materials may include, but are not limited to, concentrations of heavy metals, phenols, cyanides, pesticides, herbicides, priority pollutants as listed by USEPA, or any substance that violates the local or USEPA standards for finished water after the routine processing of the influent wastewater and raw water.

"Additional Services" shall mean services performed by the Operator that are outside of Operator's scope of Services as set forth in Article 4 of this Agreement.

"Adjustment Date" shall mean each and every anniversary of the Commencement Date.

"Affiliate" shall mean "related parties" to the Operator and Municipality within the meaning of Section 144(a) (3) of the Internal Revenue Code.

"Agreement" is defined in the Preamble to this Agreement.

"Agreement Year" is defined as any consecutive twelve (12) month period during the term of the Agreement (including the renewal options) that begins on the Commencement Date and subsequently ends on each anniversary of that date.

"Annual Maintenance Expenditures" is defined as the total of all expenses incurred annually by the Operator in connection with the discharge of its maintenance responsibilities as provided by Section 4.4 of this Agreement; provided however that the Annual Maintenance Expenditures shall exclude Operator's direct labor expenses and related benefits for those individuals exclusively assigned by the Operator to the operations and maintenance of the Facilities and whose cost is included in the Base Compensation hereunder. The Annual Maintenance Expenditures shall specifically include, but shall not be limited to, all materials, supplies, parts, tools, outside subcontractors, specialized services, rental equipment and all of the Operator's overtime costs and related benefits, as well as the cost of Operator's personnel not exclusively assigned to the operation and maintenance of the Facilities at an agreed hourly billing rate, provided, however, that Operator shall consult Municipality regarding purchases of services, equipment or tools that may or could be provided by the Municipality. As stated in Section 4.5 hereunder, any individual expenditure for the repair and/or replacement of Facilities' equipment or structure, other than a Capital Improvement, whose unit cost (as to any single event or function) exceeds five thousand dollars ($5,000.00) shall be subject to the Municipality's prior approval. The cost of such approved expenditures shall be included in the Annual Maintenance Expenditures.

"Annual Repair and Maintenance Limit" is defined as the total of all Annual Maintenance Expenditures in an amount up to a maximum of seventy five thousand dollars ($75,000) for the first Agreement Year. For each Agreement Year thereafter, the Annual Repair and Maintenance Limit shall be agreed to by the parties. In the event that parties are unable to reach agreement, the Annual Repair and Maintenance Limit shall be the same amount as in the prior Agreement Year.

"Applicable Law" is defined as those laws, rules, regulations, codes, administrative and judicial orders, directives, guidelines, judgments, rulings, interpretations or similar requirements or actions of any federal, state, local government, agency or executive or administrative body of any of the foregoing, including CERCLA, SDWA and RCRA, in each case that pertain to the (a) parties' respective responsibilities under this Agreement; (b) operation or maintenance of the Facilities; (c) health and welfare of individuals working at or visiting the Facilities; and (d) the collection, delivery, treatment and disposal of the Municipality's raw and finished water, wastewater, Process Residue and/or related wastes. This definition specifically includes the terms, conditions, requirements or schedules of any administrative or judicial settlement or enforcement related, in any way, to the Facilities, to the collection, delivery, pretreatment, or treatment of the Municipality's raw and finished water and/or wastewater, to the handling, transportation, treatment and disposal of Process Residue and to each of the Municipality's Environmental Permits issued for the Facilities.

"Authorized Representative" is defined in Section 7.1 of this Agreement.

"Base Compensation" is defined in Section 8.1 of this Agreement.

"Baseline Conditions" shall mean the hydraulic influent flow of water and wastewater received and/or processed at the Facilities, and the maximum wastewater influent loading limits contained in such influent wastewater, all as outlined in Exhibit A. The Baseline Conditions shall be reset and adjusted on each and every Adjustment Date to reflect the actual influent hydraulic flows and loadings processed at the Facilities during the Agreement Year just ended.

"Baseline Power Rate" shall mean the electric rate established by American Electric Power/Public Service Company of Oklahoma Inc. in effect as of the Commencement Date. The Baseline Power Rate shall be increased on each Adjustment Date by the Price Index Increase.

"Capital Improvement(s)" shall mean changes, additions, other than repair, which result in an upgrade to the Facilities constructed or implemented by the Municipality or with the Municipality's prior approval.

"CERCLA" is defined as the federal Comprehensive Environmental Response Compensation and Liability Act, as same may be amended from time to time, 42 USC §9601 et seq.

"Change of Law" is defined as the occurrence of any of the events listed in (i) through (iv) below, which results or can reasonably be expected to result in (a) the need to make a Capital Improvement at or to the Facilities in order for the Operator to operate the Facilities in accordance with this Agreement and Applicable Law; or (b) an increase or decrease to the cost of managing, operating or maintaining the Facilities in accordance with this Agreement and Applicable Law; or (c) a material and adverse effect on the scope of the Operator's liabilities or obligations under this Agreement:

(i) there is passed or promulgated any federal, state, or other local law, statute, ordinance, rule or regulation different from those existing on the date this Agreement is executed; or

(ii) there is passed or promulgated any amendment to, or change in, any federal, state, or other local law, statute, ordinance, rule or regulation (including any applicable sales tax regulation) following the date of this Agreement; or

(iii) following the execution of this Agreement, there comes into existence an order or judgment of any federal, state, or local court, administrative agency or other governmental body containing interpretations of any Applicable Law relating to the operation or maintenance of the Facilities or the health and safety of the Operator's employees that is inconsistent with generally accepted interpretations in effect on the date this Agreement is executed; or

(iv) after the effective date of this Agreement, any change occurs which affects the issuance or renewal, or causes a suspension, termination, interruption, revocation, denial or failure of renewal (for reasons other than Operator fault or failure by the Operator to comply with the terms of this Agreement) of any official permit, license or necessary approval by the USEPA, the Occupational Safety and Health Administration or the State Environmental Agency.

"Commencement Date" shall mean the date designated by the parties hereunder for the commencement of their respective obligations. The parties agree that the Commencement Date shall be July 1, 2010.

"Environmental Compliance Guarantee" is defined in Section 6.1.

"Facilities" or *"Municipality's Facilities"* is defined as the water treatment plant, wastewater treatment plant, and all associated facilities as described in Exhibit C to this Agreement.

"Force Majeure" is defined as any act, event, or condition to the extent that it adversely impacts the cost of performance of, or adversely affects the ability of, either party to perform any obligation under this Agreement (except for payment obligations) if such act, event or condition, in light of any circumstances that should have been known or reasonably believed to have existed at the time, is beyond the reasonable control and is not a result of the willful or negligent act, error, omission or failure to exercise reasonable diligence on the part of the party relying thereon; provided, however, that the contesting party in good faith or failure in good faith to contest such action or inaction shall not be construed as a willful or negligent act, error, omission or lack of reasonable diligence of either party.

(a) Inclusions subject to the foregoing, such acts, events or conditions may include, but shall not be limited to, the following:

(i) an act of God, landslide, earthquake, fire, explosion, flood, hurricane, tornado, sabotage, or similar occurrence, acts of a public enemy, terrorism, extortion, war, blockade, insurrection, riot or civil disturbance;

(ii) the failure of any appropriate governmental agency or private utility to provide and maintain utilities;

(iii) any failure of title to the Facilities or any placement or enforcement of any lien, charge or encumbrance on the Facilities or on any improvements thereon that is not consented to in writing by, or arising out of any action or agreement entered into by, either party to the Agreement;

(iv) the inability of the Operator and its subcontractors to gain and maintain access to all areas of the Facilities and/or adjoining the Facilities where the Operator is required to provide services or perform any work hereunder;

(v) the preemption, confiscation, diversion, destruction, or other interference by, on behalf, or with authority of a governmental body in connection with a declared or asserted public emergency or any condemnation or other taking by eminent domain or similar action, in the possession of property, equipment or materials located at the Facilities, or in the performance of the Services to be performed by Operator hereunder;

(vi) strikes, work stoppages, or labor disputes affecting the Operator and any subcontractor (excluding material suppliers) of the Operator;

(vii) with respect to the Operator, the presence at the Facilities of (i) subsurface structures, materials or conditions having historical, geological, archeological, religious or similar significance; (ii) any habitat of an endangered or protected species; or (iii) functioning subsurface structures used by utilities on, underneath, near or adjacent to the Facilities;

(viii) with respect to the Operator, (i) the presence anywhere in, on or under the Facilities on the Commencement Date of underground storage tanks; (ii) the presence of hazardous materials or regulated substances in environmental media anywhere in, on or under the Facilities as of the Commencement Date; (iii) the off-site migration of pollutants and/or off-site contamination, including any migration of pollutants that is not caused by the negligence of the Operator; or (iv) contamination of the Facilities from groundwater, soil or airborne hazardous materials or regulated substances migrating from sources outside the Facilities to the extent not caused by the Operator's negligence;

(ix) with respect to the Operator, damage to the Facilities caused by third parties not related to or under the control of the Operator including, but not limited to, other contractors and subcontractors for the Municipality;

(x) the failure of any subcontractor or supplier to furnish services, materials, chemicals or equipment on the dates agreed to, but only if such failure is the result of an event that would constitute Force Majeure if it affected the Operator directly, and the Operator is not able after exercising all reasonable efforts to timely obtain substitutes; and

(xi) the breach of this Agreement by one of the parties to the extent that it adversely impacts the non-breaching party's cost of performance under this Agreement or adversely affects the ability of the non-breaching party to perform any obligation under this Agreement,

(b) Exclusions. None of the following acts, events or conditions shall constitute an event of Force Majeure:

(i) general economic conditions, interest or inflation rate fluctuations, commodity prices or changes in process, or currency or exchange rate fluctuations;

(ii) changes in the financial condition of the Municipality, the Operator, or any of their Affiliates or subcontractors;

(iii) union work rules which increase the Operator's operating cost for the Facilities;

(iv) any impact of prevailing wage laws on the Operator's costs, provided however that such requirements or demands may constitute a Change of Law entitling the Operator to additional compensation;

(v) the consequence of Operator error, including any errors of Operator Affiliates or subcontractors; and/or

(vi) litigation against the Municipality and/or Operator.

"Indemnified Party" is defined in Section 10.1.

"Independent Engineer" refers to a nationally recognized independent consulting engineering firm experienced in the design and/or the operation of water and wastewater treatment systems as selected in accordance with the procedures set forth in Article 11 herein.

"Municipality" is defined in the Preamble to this Agreement.

"Municipality's Discharge Permit(s)" and/or *"Discharge Permit(s)"* shall refer to all permits and licenses issued to Municipality and required for the discharge of wastewater from the Facilities.

"Municipality's Environmental Permit(s)" or "Environmental Permit(s)" shall refer to the Municipality's Discharge Permits and all other permits and licenses issued to the Municipality and required for the supply of finished water from the Facilities. Copies of all Environmental Permits are attached as Exhibit B to this Agreement.

"Non-Processible Water or Wastewater" is defined as influent water or wastewater (i) which contains Abnormal or Biologically Toxic Materials; or (ii) which is otherwise detrimental to the operation and performance of the Facilities; or (iii) which exceeds the design capabilities of the Facilities as defined by

the Operations and Maintenance Manual for the Facilities or as provided in submissions made to regulatory agencies in connection with the construction and/or the permitting of the Facilities.

"Operator" is defined in the Preamble to this Agreement.

"Price Index" shall mean the Consumer Price Index for all Urban Consumers (CPI-U) for the U.S. City Average for all Services, 1982-84=100 as published monthly by the U.S. Department of Commerce, Bureau of Labor Statistics. In the event that this Price Index is changed, or if a substantial change is made in the terms or number of items contained in the Price Index, then the Price Index shall be adjusted to the figure that would have been arrived at had the manner of computing the Price Index in effect as of the Commencement Date not been altered. In the event such Price Index (or a successor or substitute index) is not available, a reliable governmental or other non-partisan publication evaluating the information therefore used in determining the Price Index shall be used. No adjustments or re-computations, retroactive or otherwise, shall be made due to any revision that may later be made in the first published figure of the Price Index for any year.

"Price Index Increase" shall mean the percentage increase between the Price Index in effect as of the February of the current Agreement Year over the Price Index in effect as of prior February. The Price Index Increase shall be calculated as of each and every Adjustment Date for the purpose of adjusting the Base Compensation and the Baseline Power Rate.

"Process Residue" is defined as grit, screenings, water and wastewater sludge, and other residue generated by or through the operation of the Facilities.

"RCRA" is defined as the Resource Conservation Recovery Act, as same may be amended from time to time, 42 USC §8921 et seq.

"SDWA" is defined as the Safe Water Drinking Act, as may be amended from time to time, 42 USC §300f et seq.

"Services" is defined in Section 4.1.

"Sewer Use Ordinance" is defined as the Municipality's ordinance, order, regulation or policy which establishes the requirements for persons discharging wastewater to Municipality's sewer system, as same may be amended from time to time.

"Shutdown" is defined as the cessation or substantial interruption of normal operations at the Facilities due to the failure of operating equipment or interruption of the processes of the Facilities for reasons other than the negligence of the Operator or its employees, agents or subcontractors.

"State" is defined as the State within which geographical boundaries the Municipality is located.

"USEPA" refers to the United States Environmental Protection Agency.

Article 2 PURPOSE

Commencing on the Commencement Date and during the term of this Agreement, the Municipality agrees to engage the Operator as an independent contractor to operate and maintain the Facilities, and Operator agrees to operate, and maintain the Facilities in accordance with the terms and conditions of this Agreement, Applicable Law, and all permits, licenses, manufacturer's protocols, and specifications applicable to the operation and maintenance of the Facilities. Each party hereto agrees that it will

cooperate in good faith with the other and its agents, employees, representatives, officers, contractors, and subcontractors to facilitate the performance of the mutual obligations set forth in this Agreement.

Article 3 REPRESENTATIONS AND WARRANTIES OF THE PARTIES

Section 3.1 Representations and Warranties of the Municipality

Municipality hereby represents and warrants that, as of the date hereof:

(a) It is a municipal corporation of the State duly organized, validly existing and in good standing under the laws of the State, with all legal right, power and authority to enter into this Agreement, to own and operate its properties, to carry on its business as now conducted and as proposed to be conducted, and to enter into and perform its obligations under this Agreement.

(b) This Agreement, Municipality's execution and delivery of this Agreement and Municipality's performance of its obligations hereunder, have been duly and validly authorized. This Agreement has been validly executed and delivered by Municipality and constitutes a legal, valid, and binding obligation of Municipality, enforceable in accordance with its terms.

(c) Municipality's execution, delivery, and performance of this Agreement will not conflict with, or result in any violation of, or constitute a default or a condition which upon notice or lapse of time, or both, would constitute a default under any judgment, order, writ, injunction, decree, rule, regulation, permit, license, note, agreement, mortgage, deed, contract or other instruments that apply to, or which bind Municipality or any of its assets and properties.

(d) There are no actions, suits, proceedings or governmental investigations pending, or, to its best knowledge, threatened against it or its assets or properties, and no judgments, decrees, orders, rulings, writs or injunctions outstanding against it or its assets or properties, that would in any case have a material adverse effect upon Municipality's ability to execute this Agreement or otherwise to consummate and perform its respective obligations hereunder.

(e) The Municipality and its representatives are fully familiar with this Agreement and the obligations set forth herein, including all the exhibits and schedules attached to this Agreement, if any, and Municipality is fully capable of performing and complying with the same.

Section 3.2 Representations and Warranties of the Operator

Operator hereby represents and warrants to Municipality that, as of the date hereof:

(a) It is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas, and qualified to conduct business in the State with full corporate power and authority to enter into this Agreement, to carry on its business as now conducted and as proposed to be conducted, and to enter into and perform this Agreement.

(b) This Agreement, Operator's execution and delivery of this Agreement, and Operator's performance of its obligations hereunder, have been duly and validly authorized by Operator by all necessary corporate action. This Agreement has been validly executed and delivered by Operator and constitutes a legal, valid and binding obligation of Operator, enforceable in accordance with its terms.

(c) The execution, delivery and performance of this Agreement will not conflict with, or result in any violation of, or constitute a default or a condition which upon notice of lapse of time, or

both, would constitute a default, under the organizational documents of Operator nor under any judgment, order, writ, injunction, decree, rule, regulation, permit, license, note, agreement, mortgage, deed, contract or other instruments that apply to, or which bind, Operator or any of its assets or properties.

(d) There are no actions, suits, proceedings or governmental investigations pending, or, to its best knowledge, threatened against it or its assets or properties, and no judgments, decrees, orders, rulings, writs or injunctions outstanding against it or its assets or properties, that would in any case have a material adverse effect upon Operator's ability to execute this Agreement or otherwise to consummate and perform its respective obligations hereunder.

(e) The Operator is fully familiar with this Agreement and the obligations set forth herein, including all exhibits and schedules attached to this Agreement, if any, and Operator is capable of performing and complying with same.

Section 3.3 Disclosure of Information

The Municipality and the Operator each represent and warrant to the other that each has disclosed, and will in the future disclose, any and all information it now has, or may have in the future, relating to the Facilities that may be relevant to the other in performing its duties and obligations. Such information shall include, but shall not be limited to, the appropriate sections of any vulnerability or security assessment performed (including any vulnerability assessments performed in accordance with 42 USCS §300i–2 or any other similar statute), environmental audits, prior permit violations and/or dealings with regulatory agencies.

Article 4 SCOPE OF SERVICES AND OPERATOR'S RESPONSIBILITIES

Section 4.1 General

Subject to the terms and conditions provided herein, the Operator shall provide labor, tools, utilities and materials, including an on-site routine stock of chemicals necessary for the operation and maintenance of the Facilities to the extent specifically set forth in this Article 4 (hereinafter the "Services"). The Services include: (a) treatment of wastewater influent delivered to the Facilities; (b) the production of treated water as necessary to meet the demand for water by the Municipality's customers, as well as using reasonable efforts to maintain full water storage capacity levels in all water storage facilities in the distribution system, consistent with the parties' understanding the current capability of the water plant is 1.8 MGD; (c) routine preventive maintenance of the Facilities; (d) repair and replacement of the Facilities' equipment; (e) laboratory testing and analysis; and (f) preparation and prompt delivery of all applicable and required filings, including discharge reports, to Municipality and to regulatory agencies as prescribed by Applicable Law.

Section 4.2 Standard of Care

The Services provided under this Agreement are of a professional nature and shall be performed in accordance with the degree of skill and care ordinarily exercised by members of Operator's profession in the geographic region of the Facilities.

Section 4.3 Process Control

(a) The Operator shall operate and maintain the Facilities and all equipment and processes contained therein in accordance with relevant operation and maintenance manuals and

warranties for the Facilities, Applicable Law, the existing raw water supply and the Environmental Permits.

(b) During any Municipality-approved construction or other modification of the Facilities, the Municipality and the Operator will work together to maintain Operator's access to the Facilities and to minimize disruption and outages to the Facilities' existing equipment and components. The Municipality and the Operator will jointly develop a plan of action that will address protection to the Facilities' equipment and processes during any such construction and/or other rehabilitation period while providing for the continued operation of the Facilities to the extent reasonably possible.

Section 4.4 Routine Maintenance of the Facilities and Equipment

Subject to the limitations set forth in Section 4.5, Section 8.2 and Section 8.4 below, the Operator shall (i) perform routine preventive maintenance in accordance with manufacturers' specifications and approved operating and maintenance procedures developed for equipment and processes of the Facilities; (ii) repair and/or replace equipment; (iii) clean and lubricate equipment; (iv) make equipment inspections and needed adjustments; (v) perform predictive maintenance as appropriate; (vi) perform building and grounds janitorial services for the Facilities and cleaning of all equipment and vehicles; (vii) perform plumbing and electrical maintenance; (viii) maintain vehicles and light duty service trucks necessary for daily operations; and (ix) maintain all of the Facilities' instrumentation, including instrumentation provided to the Operator by the Municipality pursuant to this Agreement. Operator shall schedule and track all preventive and corrective maintenance and perform spare parts inventory control in accordance with standard industry practice.

Section 4.5 Repairs and Replacement

(a) The Operator shall be responsible for all Annual Maintenance Expenditures not to exceed the Annual Repair and Maintenance Limit (which Annual Repair and Maintenance Limit shall be included in the Base Compensation and adjusted on each and every Adjustment Date.. Any and all costs in excess of the Annual Repair and Maintenance Limit shall be the responsibility of the Municipality and shall be paid directly by the Municipality or reimbursed to the Operator in accordance with Section 8.4.

(b) The Operator shall not incur any single maintenance related expenditure whose unit cost exceeds five thousand dollars ($5,000.00) without the prior written approval of the Municipality, except in the case of emergencies threatening the immediate Shutdown of, or the substantial reduction in the operational capacity of any of the Facilities, or the life, health or property of the Municipality and/or the Operator, their employees and/or agents or others (for purposes of this Section 4.5 only, all such emergencies shall be referred to collectively and individually as an "Emergency"). When the Operator determines that a condition constitutes an Emergency, the Operator may begin taking the necessary abatement action, including all necessary equipment repairs, immediately without the Municipality's prior approval. Any cost incurred during the Emergency shall be included in the Annual Maintenance Expenditures, subject to the Municipality's subsequent review and approval. Any such cost unnecessarily incurred in an Emergency shall be borne by the Operator without reimbursement by the Municipality, but only to the extent it is subsequently determined that the Operator's actions in incurring such cost were not consistent with good and prudent industry practice given the information available to the Operator at the time the decision to incur such cost was made.

Section 4.6 Staffing

(a) The Operator shall provide qualified and, where required, certified staffing for the operation and maintenance of the Facilities in accordance with the Municipality's Environmental Permits.

(b) The Operator shall provide an appropriate level of training for its personnel.

(c) The Operator shall comply with the requirements and policies of the Municipality regarding minority hiring, but only to the extent same is in compliance with Applicable Law.

(d) Operator shall offer employment to all current, qualified, regular full-time individuals employed at the Facilities as of the date hereof at a combination of salary and benefits comparable to those provided to such individuals immediately prior to the date hereof.

Section 4.7 Disposal of Process Residue

(a) As the agent for the Municipality, the Operator shall dispose of Process Residue.

(b) The Operator shall follow the current practices of the Municipality and dispose of Process Residue either at an approved landfill designated as a disposal site by the Municipality or at an approved land application site designated and made available by the Municipality. Throughout the term of this Agreement, the Municipality shall be responsible for locating and designating duly licensed disposal sites for the Municipality's Process Residue. Except to the extent caused by its own negligence, in no event shall Operator be responsible for any fines, penalties or damages resulting from the improper disposal of the Municipality's Process Residue. Title and ownership of Process Residue shall remain with the Municipality notwithstanding any such services by the Operator.

(c) The costs of transportation and disposal of Process Residue at the disposal sites utilized by the Municipality as of the Commencement Date shall be included in the Base Compensation. In the event that the Municipality designates new disposal sites or practices for the disposal of Process Residue and such practices result in additional costs to the Operator, Operator shall be entitled to compensation for such additional costs.

Section 4.8 Testing and Laboratory Analysis

Operator shall perform or shall contract with a laboratory certified by the State to perform all sampling and laboratory analysis required by the Municipality's Environmental Permits. Within thirty (30) days following the Commence Date, Operator and Municipality shall agree upon a list of the laboratory analysis to be provide by a State-certified laboratory and the analysis to be provided by the Operator. Laboratory testing required by the Safe Drinking Water Act shall be provided by the Operator, except for those parameters which are currently tested by the ODEQ laboratory. Laboratory procedures and analysis shall conform to the then current edition of Standard Methods for the Examination of Water and Wastewater, or shall be in accordance with testing requirements of the Municipality's Discharge Permits.

Section 4.9 Distribution System

Operator shall perform any distribution testing and monitoring in accordance with Applicable Law. Operator will flush dead end hydrants in accordance with Municipalities current schedule.

Section 4.10 Odor and Noise Control

(a) Operator shall operate the Facilities within the limits and capabilities of the Facilities' equipment to effectively control odor and noise and insure that there is no avoidable disruption of adjacent neighborhoods.

(b) Odor complaints received by the Operator shall be reported to the Municipality within twenty-four (24) hours and contain the name, address, phone number, date and time, Operator contact person, nature of odor, probable origin of the odor and the action the Operator will implement or has implemented to remedy and/or mitigate said odor.

Section 4.11 Safety

The Operator shall implement a proper safety program prior to beginning its Services under this Agreement. Such safety program shall comply with Applicable Laws and Operator agrees that it will adhere to all portions of that safety program; provided however that under all circumstances, Operator should not assume any obligation or incur any liability for any injury, death or damage caused by (i) unsafe site conditions not created by the Operator or by any of its agents, employees and subcontractors, (ii) work being performed by other parties not related to the Operator, (iii) the negligence of Municipality, and/or (iv) the negligence of any third party not related to the Operator.

Section 4.12 Communications

(a) To keep the Municipality informed about the status of the Facilities, the Operator shall, within thirty (30) working days of the Commencement Date, develop an informational communications program, subject to Municipality's approval, which shall be comprised of a written monthly report to Municipality on the operational status and maintenance of the Facilities.

(b) Operator is hereby given permission to interface with regulatory agencies without Municipality's consent in matters related to compliance with the Municipality's Environmental Permits, including the Discharge Permits, and/or with respect to matters required under the Operator's staff certification and licensing requirements and/or as otherwise necessary to comply with Applicable Law, including communication during emergency situations. Operator shall, as soon as practicable and in reasonable detail, inform the Municipality of the subject matter of such communications with regulatory agencies. All other communications with regulatory agencies, the media, or community groups may occur only upon Municipality's request or with Municipality's prior approval.

Section 4.13 Reports

(a) Operator shall maintain computerized and other necessary records of operations, maintenance, repair and improvement activities at the Facilities and shall prepare and submit to the Municipality a monthly report, delivered to the Municipality not later than the third (3^{rd}) Tuesday following the end of each month, including a narrative and itemized summary of operations, maintenance, repair and replacement activities (including the draw-down against the Annual Repair and Maintenance Limit) and data required for monthly reporting to local, state and federal agencies. The monthly report shall also include the following items: (i) copies of waste and sludge manifests; (ii) insurance claims that are filed or pending; and (iii) copies of all reports and correspondence made by the Operator to local, State and federal regulatory agencies on behalf of the Municipality.

(b) The Operator shall collect the data for all permit monitoring and operating reports required by Applicable Law or by this Agreement and shall deliver the required monitoring and operating reports to the Municipality and to the appropriate regulatory agencies having competent jurisdiction over same. If required pursuant to Applicable Law, the Operator shall attest as to the accuracy and completeness of the data collected for each report. The Municipality, however, shall at all times be responsible for maintaining all required permits for the ownership and operation of the Facilities.

(c) All Facilities' records and data, including but not limited to operation reports, laboratory reports and monitoring documentation, but excluding Operator's budgetary and financial information, are the property of the Municipality and cannot be destroyed by Operator without written consent of the Municipality. All site-specific operating procedure guidelines, preventive maintenance and safety programs and plant evaluation reports will, upon termination of this Agreement, become and remain the property of the Municipality.

Section 4.14 Emergency Response

(a) Operator shall provide emergency response when required. Emergencies include situations in which, absent Operator's action, there is a risk of: (i) the Facilities' noncompliance with Applicable Law; (ii) failure of the Facilities to operate within a reasonably foreseeable period of time; (iii) circumstances immediately affecting the safety of persons or property; (iv) adverse impact of snow and other extreme weather conditions and other natural or man-made disasters; and (v) the occurrence of an event of Force Majeure or Shutdown.

(b) Operator shall provide said emergency response as promptly as possible, but, absent extraordinary circumstances, within ninety (90) minutes of being notified of the existence of the emergency and the need to respond thereto.

(c) All costs incurred by the Operator in responding to emergencies shall be borne by the Municipality, except where specifically provided otherwise, and where such emergency, production stoppage or failure of the Facilities to operate is a direct result of Operator's failure to operate and maintain the Facilities in accordance with the terms of this Agreement.

(d) In the event of sudden damage or destruction of any portion of the Facilities, or in the event of an emergency which in the reasonable judgment of the Operator is likely to result in material loss or damage to any portion of the Facilities, or constitute a threat to human health or safety, the Operator may suspend operations of those portions of the Facilities which are reasonably determined to be affected by the emergency and may make such emergency repairs as are necessary to mitigate or reduce such loss, damage or threat. The Operator shall provide prompt notice to the Municipality of any such damage, destruction or threat and of any emergency repairs that have or will be taken. The Municipality and the Operator shall cooperate in good faith in pursuing reasonable measures to mitigate any threats to human health or safety, or the environment.

(e) Within thirty (30) days of the Commencement Date, the Operator shall develop an emergency response plan that shall designate emergency team members and identify the standard operating procedures to be followed. In the event of an evacuation, the Operator will report to the Municipality's designated emergency management location, or other site to be specified by the Municipality's authorized representative.

Section 4.15 Accounting Records

Operator shall maintain up-to-date financial and accounting records as they apply to the Annual Maintenance Expenditures. The records must be kept in accordance with the Operator's standard accounting practices and made available to the Municipality within thirty (30) working days of Municipality's written request.

Section 4.16 Inventory and Condition of Facilities Equipment

(a) Within ninety (90) days of the Commencement Date, Operator shall submit a written inventory of all hand tools, consumables and expendable supplies and spare parts at each of the Facilities. Within ninety (90) days of the Commencement Date, the Operator shall also submit a written inventory of any and all Process Residue stockpiled or contained at the Facilities. Municipality agrees and shall take all necessary measures to ensure that the volume or quantity of all Process Residue stockpiled or contained within the Facilities as of the Commencement Date shall not exceed the volume or quantity of Process Residue typically generated from the operation of the Facilities in an average month. The Municipality shall have twenty (20) days to verify and accept Operator's written inventories submitted pursuant to this Section 4.16(a).

(b) At the termination of this Agreement, the Operator shall provide the Municipality with inventory in quantity and/or value equal to or greater than the initial inventory, reasonable wear and tear excepted. The Operator shall be permitted to leave only an amount of Process Residue at the Facilities that is less than or equal to the amount of Process Residue listed in the inventory prepared by the Operator and accepted by the Municipality pursuant to Section 4.16(a) above.

(c) Within ninety (90) days of the Commencement Date, the Operator shall prepare and submit an assessment report on the conditions of the Facilities and process equipment. The assessment report shall include a list of repair or replacement projects and recommended Capital Improvements necessary to ensure that the operation of the Facilities will conform to Applicable Law together with the projected costs associated with same.

Section 4.17 Manufacturers' Warranties

The Operator shall be responsible for maintaining all manufacturers' warranties on new equipment purchased by the Municipality after the Commencement Date. In addition, the Operator shall assist the Municipality in enforcing the warranties and guarantees, if any, for existing equipment used in connection with the operation of the Facilities. Under no circumstances shall the Operator's obligations hereunder include any express or implied warranties with respect to all Facilities equipment.

Article 5 CAPITAL PROJECTS

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Article 6 ENVIRONMENTAL COMPLIANCE

Section 6.1 Environmental Compliance Guarantee

The Operator hereby guarantees (the "Environmental Compliance Guarantee") that the operation of the Facilities will comply with the all provisions of Applicable Law, including the Municipality's Environmental Permits, subject to the following conditions:

(a) The receipt at the Facilities of influent that contains Non-Processible Water or Wastewater; and/or

(b) An event of Force Majeure or Shutdown; and/or

(c) Municipality's failure or refusal to approve or fund necessary Capital Improvements, maintenance, repair, and/or replacement activities in excess of the single expenditure repair and maintenance approval limit or the Annual Repair and Maintenance Limit; and/or

(d) Municipality's failure or refusal to approve operational/process changes necessary in order to allow the Operator to continue to comply with Applicable Law.

(e) Non-compliant conditions caused by water delivered to the Municipality by the Foss water system.

In the event that the Operator is excused from meeting the provisions of the Environmental Compliance Guarantee for any of the reasons set forth in this Section above, the Operator shall provide the best treatment reasonably possible within the constraints of the Facilities' design, condition and physical limitations and shall resume normal operations within a reasonable time.

Section 6.2 Fines and Penalties

In the event that wastewater discharge or treated water violations occur following the Commencement Date and such violations constitute a breach of Operator's Environmental Compliance Guarantee, the Operator shall be responsible for fines, penalties, or damages or the admission of Operator fault for violations that may be imposed by Applicable Law. Prior to settlement or payment of any such fines, penalties or damages, the Operator reserves the right to contest government or private actions, suits or proceedings for violations through administrative procedures or otherwise.

Article 7 MUNICIPALITY'S RESPONSIBILITIES

Section 7.1 Municipality's and Operator's Representatives

On or before the Commencement Date, the Municipality and the Operator shall each designate authorized representatives (each an "Authorized Representative") to administer this Agreement. Either party to this Agreement shall provide written notice to the other party of any change to the Authorized Representatives no less than fifteen (15) days prior to said change.

Section 7.2 Permits

The Municipality shall be responsible for obtaining, maintaining and directly paying for all state, federal, and local permits and licenses required for ownership, operation and maintenance of the Facilities, including without limitation, the Municipality's Environmental Permits. Municipality shall also be responsible for the payment of all regulatory and governmental fees associated with ownership and

operation of the Facilities and the Municipality's equipment used in connection with the operation and maintenance of the Facilities. The Operator shall provide reasonable assistance to the Municipality in obtaining and maintaining all required state, federal, and local permits and licenses associated with the ownership, operation and maintenance of the Facilities. Operator shall notify Municipality when it becomes aware of any permits and licenses currently required by Applicable Law, or which may be required in the future, that the Municipality does not currently possess.

Section 7.3 Utilities

(a) Except as provided in Section 7.3(b) below, the Municipality shall assume all responsibility and cost for arranging for the delivery of utility services to the Facilities, including water, electricity natural gas services, phone and high-speed internet service and shall be responsible for maintaining water service to the Facilities at its sole cost and expense.

(b) The Operator shall assume all costs related to the consumption of electric power, gas and telephone usage, including internet service, at the Facilities, except as provided in Section 8.4.

Section 7.4 Compliance with Laws

The Municipality will comply with Applicable Law pertaining to the management, ownership, operation, maintenance, repair and replacement of the Facilities to the extent that the responsibility of complying with those laws is not specifically assumed by the Operator under the terms of this Agreement. The Operator shall not be responsible for Municipality's failure to comply with any provision of Applicable Law that is not otherwise specifically assumed by the Operator hereunder. In the event that Operator becomes aware that the Municipality is in violation of Applicable Law, Operator shall inform the Municipality. Notwithstanding this provision, any failure to inform the Municipality shall not render Operator responsible for violations of Applicable Law by the Municipality.

Section 7.5 License to Use the Facilities

The Municipality hereby grants the Operator, without charge, a license during the term of this Agreement for the Operator's use of the Facilities, including all equipment, structures, facilities and vehicles under Municipality's ownership and which have been assigned by Municipality to the Facilities. The Municipality shall provide Operator with a list of such items on or before the Commencement Date and shall update the list from time-to-time as necessary. Operator shall not use such items for any purpose other than the performance of the Services hereunder.

Section 7.6 Notice of Litigation

In the event that the Municipality receives notice of or undertakes the defense or the prosecution of any action, claim, suit, administrative or arbitration proceeding or investigation in connection with the ownership, operation and/or maintenance of the Facilities and/or this Agreement, the Municipality shall give the Operator prompt notice of such proceedings and shall inform the Operator in advance of all hearings regarding such action, claim, suit, proceeding, or investigation. In the event the Operator receives notice of any action, claim, suit, administrative or arbitration proceeding or investigation in connection with the ownership, operation and/or maintenance of the Facilities and/or this Agreement, the Operator shall give Municipality prompt notice of such proceedings.

Section 7.7 Access

The Municipality shall have full and unrestricted access to any and all parts of the Facilities at any and all times to review the performance of the Operator and inspect the Facilities during normal business hours.

If notice is not provided prior to any such visit or inspection, such visit or inspection must be announced immediately upon the arrival of the visiting and/or inspection party at the Facilities. In connection with such visits and inspections, the Municipality agrees on behalf of itself, and further agrees to require its agents, licensees, or invitees, to comply with all reasonable safety rules and regulations adopted by the Operator and/or promulgated by any governmental authority that regulates work place safety.

Section 7.8 Combined Sewer Overflow and Infiltration and Inflow

(a) The Municipality shall be responsible for complying with applicable combined sewer overflow regulations under local, state and federal laws and the Operator shall not be responsible for any such noncompliance or resulting penalties or fines.

(b) The Municipality shall maintain all sewer lines, pipes, force mains, and all other wastewater transportation lines that are not part of the Facilities under Operator's control in a manner that will control, to the extent practicable, any leakage of water and/or wastewater from or any infiltration or inflow of storm water into any such lines to the extent that the infiltration or inflow causes damage to the operation of any of the Facilities.

Section 7.9 Approval or Disapproval of Proposed Extraordinary Costs

In the event that the Operator provides written notice to the Municipality in accordance with Section 4.5(b) that it proposes to incur an expenditure requiring the Municipality's approval, the Municipality shall provide Operator with approval or disapproval of the proposed action within four (4) business days of receipt of such notice.

Section 7.10 General Authority

The Municipality shall perform all duties and discharge all responsibilities and obligations relating to the operation and maintenance of the Facilities not expressly assumed by the Operator pursuant to the terms of this Agreement.

Article 8 COMPENSATION

Section 8.1 Base Compensation

(a) For the period beginning on the Commencement Date, the Municipality shall pay the Operator an annual fee (the "Base Compensation") in the amount of _____ _____ dollars ($_____). The Base Compensation shall be payable in equal monthly installments of _____ dollars ($_____), in advance, on the first day of each and every month for the duration of the Agreement, as adjusted pursuant to subparagraph (b) below.

(b) The amount of the Base Compensation shall be increased as of each Adjustment Date in accordance with the formula set forth in Exhibit D hereunder in proportion to the Price Index Increase and in order to account for the Baseline Conditions that have been reset and established as the baseline for the succeeding Agreement Year. Unless, as calculated in accordance with Exhibit D, the Base Compensation is to be reduced by twenty-five percent (25%) or more during any consecutive three (3) year period during the term of this Agreement, the Base Compensation shall not be reduced by virtue of this Section.

(c) The Municipality shall pay the Operator at the then current rate of compensation until such time as the Operator notifies the Municipality that the Base Compensation has been adjusted. In

conjunction with such notification, the Operator will invoice the municipality for any additional compensation owed retroactive to the Adjustment Date and the Municipality shall pay such invoice within thirty (30) days.

Section 8.2 Annual Repair and Maintenance Limit

The Operator will track Annual Maintenance Expenditures incurred against the Annual Repair and Maintenance Limit. If, at any point during the Agreement Year, the actual Annual Maintenance Expenditures incurred to that point exceed the Annual Repair and Maintenance Limit, the Operator will invoice the Municipality for the excess costs in accordance with Section 8.4 and will continue to invoice any additional excess costs on a monthly basis thereafter. Any portion of the Annual Maintenance Limit that has not been spent at the end of each Agreement Year will be credited to the Municipality against the Based Compensation in the subsequent Agreement Year. In the event the Agreement is not renewed in accordance with Section 9.1(b), any portion of the Annual Maintenance Limit that has not been spent at the end of the final Agreement Year will be reimbursed to the Municipality within thirty (30) days following the end of the final Agreement Year.

Section 8.3 Additional Services

Except in connection with an Emergency or Shutdown, the parties shall agree upon a price for any Additional Services to be provided by the Operator prior to the delivery of such Additional Services. The Municipality shall pay the Operator at the agreed price for any Additional Services within thirty (30) days of receipt of Operator's invoices for such Additional Services.

Section 8.4 Other Costs and Expenses

Unless specifically provided otherwise in this Agreement, the Operator will not be required to bear the costs of the following:

(a) Expenses resulting from a change in the scope of Services or physical change(s) to the Facilities in accordance with Section 8.5;

(b) Expenses resulting from a Change of Law in accordance with Section 8.5;

(c) All repairs necessitated by the occurrence of a disabling event qualifying under the definition of Force Majeure or Shutdown hereunder;

(d) Special, additional or extraordinary expenses incurred by the Operator in providing an emergency response following the occurrence of a disabling event qualifying under the definition of Force Majeure or Shutdown hereunder;

(e) Water or sewage use fees associated with and/or equated to domestic water usage and/or wastewater discharge including the all sewer service charges and volume charges levied under the Sewer Use Ordinance;

(f) Expenses related to municipal or private surveillance and alarm monitoring by third party vendors;

(g) Fire protection;

(h) Professional engineering fees;

(i) Expenses resulting from hydraulic or organic loads exceeding the Baseline Conditions. All calculations to determine whether or not the Baseline Conditions have been exceeded shall be made annually as of each Adjustment Date;

(j) Expenses incurred from the treatment of Non-Processible Water or Wastewater, including without limitation, any penalties and fines that may be assessed as a result therefrom;

(k) All costs attributable to the consumption of electric power at rates above the Baseline Power Rate (as adjusted on each Adjustment Date in the manner set forth in the definition of such term);

(l) Capital Improvements, unless agreed to otherwise by the parties;

(m) Taxes as provided in Section 8.6 below;

(n) All expenses necessitated by the repair and/or replacement of equipment or structure damages by parties unrelated to and not under the supervision of the Operator;

(o) Any and all Annual Maintenance Expenditures in excess of the Annual Repair and Maintenance Limit.

(p) Any cost for each and every other obligation assumed by the Municipality pursuant to this Agreement, but not specifically delineated in this Section 8.4.

(q) Laboratory analyses paid for under the State permit fees.

The Municipality shall directly pay and/or reimburse and/or compensate the Operator for all expenses incurred or paid by the Operator for those items listed in (a) through (q) above within thirty (30) days of Operator's submission of Operator's invoices. For the listed items specified above, the Municipality shall reimburse or compensate the Operator only for authorized costs incurred by the Operator. All costs or expenses subject to reimbursement (excluding any taxes as provided in Section 8.6 below, or Surcharges) shall include an administrative fee of ten percent (10%), plus any finance costs incurred in connection with any or Capital Improvements financed by the Operator for the benefit of the Municipality.

Section 8.5 Change in Scope

(a) In the event of a change in scope or Change of Law which results in the necessity for either an increase or decrease of ten percent (10%) or more in the Operator's cost of providing the Services hereunder, one party may provide notice to the other party in accordance with Section 12.8 and the parties shall negotiate in good faith to adjust the Base Compensation to account for such change in Operator's costs. If the parties are unable to reach a negotiated agreement within thirty (30) days of the date of notice, then the contract may be terminated immediately by either party.

(b) Reduction of the overall scope of Services performed by the Operator under this Agreement may not, over the entire term of this Agreement, reduce the Base Compensation by an amount greater than ten percent (10%) of the Base Compensation as of the Commencement Date.

Section 8.6 Taxes

Municipality shall pay all property, ad valorem, franchise, sales, use, excise, gross receipts, transaction privilege or other taxes, if any, associated with the Services and the ownership, operation and maintenance of the Facilities, other than taxes imposed on Operator's net income or payroll. Municipality

shall pay directly or reimburse Operator for any such taxes that Operator may be required to pay under Applicable Law, including without limitation, any and all sales, use, gross receipts and/or transaction privilege taxes due in connection with or as a result of the Operator's purchase, consumption, or use, in performing the Services hereunder, of tangible personal property and/or subcontracted services.

Section 8.7 Accrual of Interest on Late Payments

Any and all late payments due to either party from the other party shall accrue interest at the rate of one and one-half percent (1½%) per month or the maximum rate permitted by Applicable Law, whichever is greater, from the original due date and until payment is received.

Article 9 TERM AND TERMINATION

Section 9.1 Term

(a) This Agreement shall remain in full force and effect for five (5) years from the Commencement Date unless terminated for cause as provided for in Section 9.2 below.

(b) Thereafter, this Agreement shall be automatically renewed for successive five (5) year periods unless cancelled in writing by either party at least sixty (60) days prior to the expiration of the then current term. Modifications to the Base Compensation shall be made pursuant to Section 8.1(b) of this Agreement.

Section 9.2 Termination

(a) The failure of either party to comply with any of the material terms of this Agreement shall constitute a default. Upon default by one party, the other party shall send written Notice of Termination. Such notice shall clearly specify the nature of the default and provide the defaulting party forty-five (45) days to cure the default. If the default is capable of being cured within forty-five (45) days but is not cured within forty-five (45) days, the Agreement shall terminate at midnight of the forty-fifth (45th) day following receipt of the Notice. In the case of default that cannot be cured within forty-five (45) days, this Agreement shall not terminate so long as the defaulting party has given written notice of the extension to the other party and the defaulting party has commenced and is diligently pursuing a cure. Evidence of such cure and its diligent pursuit shall be provided from the party determined to be in default to the satisfaction of the other party.

(b) In the event of the termination of this Agreement under (a) above, the Municipality shall pay Operator for the Services provided and invoiced by Operator up to the effective date of termination plus the unamortized balance of Capital Improvements financed or paid for by the Operator as reflected on Operator's financial statements. Payment shall be made within thirty (30) days of the date of termination.

Article 10 RISK MANAGEMENT

Section 10.1 Indemnification

(a) During the term of this Agreement, the Operator shall defend, indemnify and hold harmless the Municipality and its respective successors and assigns (each is referred to herein as an "Indemnified Party") against any and all liability for damages, costs, losses, and expenses, including reasonable attorney's fees, resulting from any claim asserted by a third party against

the Indemnified Party for wrongful death, bodily injury and/or property damage, but only to the extent caused by the willful or negligent acts or omissions of the Operator. Notwithstanding any of the foregoing, with respect to any loss, damage, injury or other claims made against the Municipality as a result of or based upon the presence, removal, handling, storage, release, discharge, escape or other disposition of any hazardous substances, waste, pollutants or contaminants, the Operator's obligations to Municipality for indemnity and/or contribution shall not apply if such removal, handling, storage, release, discharge, or other disposition is not required by any local, State or federal law, rule or regulation, or where the loss, damage, injury or claim is not the result of Operator's gross negligence or willful misconduct. The indemnification of Operator by Municipality under this Section 10.1 is made without waiving the Municipality's sovereign immunity under Applicable Law.

(b) ~~Notwithstanding any provision to the contrary contained in~~With the exception of third party claims for which Operator has an indemnity obligation to the Municipality pursuant to the terms of this Agreement, in no event shall either party be liable~~, either directly or as an indemnitor of~~ to the other party~~,~~ for any special, punitive, indirect and/or consequential damages, including damages attributable to loss of use, loss of income or loss of profit even if such party has been advised of the possibility of such damages. To the extent that this Section 10.1(b) is construed by a court of competent jurisdiction to be in violation of Oklahoma law, this Section shall be void.

Section 10.2 Operator's Insurance

(a) The Operator shall provide and maintain the following levels of insurance coverage at all times subsequent to the execution of this Agreement:

(i) Commercial General Liability Insurance, including contractual liability, with a limit of one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate; and

(ii) Workers Compensation Insurance in compliance with the statutes of the State that has jurisdiction over Operator's employees engaged in the performance of Services hereunder, to the required statutory amount; and

(iii) Automobile Liability Insurance with a combined single limit in the amount of one million dollars ($1,000,000).

(b) The Operator will furnish the Municipality with certificates of insurance which evidence that policies providing the required coverage and limits are in full force and effect. In addition, the Operator will name the Municipality as an additional insured on the general liability policy and automobile liability policy with respect to the Services performed under this Agreement during the term of this Agreement except for any claim against or loss suffered by the Municipality arising as a result of Municipality's negligence or fault and, in circumstances of joint fault or negligence, except to the extent of the loss attributable to the Municipality's proportionate degree of negligence or fault. Operator agrees to provide the Municipality with thirty (30) days notice prior to cancellation of any policy hereunder.

Section 10.3 Municipality Insurance

The Municipality will maintain all risk property insurance for the full replacement value of the Facilities; including coverage for losses resulting from certified and non-certified acts of terrorism.

Section 10.4 Operator's Liability

(a) In the event that claims(s) raised against the Operator on account of this Agreement, or on account of the Services performed hereunder, is/are covered under Operator's insurance policies required of the Operator hereunder, the Operator shall not be responsible for any loss, damage or liability beyond the policy amounts contractually required hereunder and the limits and conditions of such insurance policies. With respect to any cause of action and/or claim raised against the Operator that is not covered by the insurance policies required of the Operator hereunder arising under this Agreement, Operator's liability shall not exceed an amount equal to the Base Compensation in effect during the Agreement Year in which such cause of action and/or claim is raised against the Operator.

(b) The parties agree that Section 10.4(a) above does not apply to third party claims for which Operator has an indemnity obligation to the Municipality pursuant to the terms of this Agreement. To the extent that this Section 10.4(a) is construed by a court of competent jurisdiction to be in violation of Oklahoma law, this Section shall be void.

Article 11 DISPUTE RESOLUTION

Section 11.1 Applicability

To affect a timely and efficient resolution of disputes that may arise during the term of this Agreement, the parties hereto agree that all claims, controversies and disputes, shall be resolved pursuant to Section 11.2.

Section 11.2 Disputes

If a dispute arises pursuant to this Agreement and is not resolved by mutual agreement within sixty (60) calendar days and the dispute involves any matter(s) primarily requiring the exercise of engineering judgment and involves an amount, if any, of two hundred thousand dollars ($200,000) or less, the dispute shall be brought to the Independent Engineer who shall assume exclusive jurisdiction thereof. Any other dispute may be brought to the Independent Engineer mutually by the parties or shall be subject to resolution as the parties deem appropriate, including through mediation, arbitration or litigation. The determination of whether a matter primarily requires engineering judgment shall be resolved in accordance with procedures established by the American Arbitration Association. The Independent Engineer shall be required to make a final determination within thirty (30) days from receipt of such dispute by the Independent Engineer. The Municipality and the Operator shall be bound by the terms of the Independent Engineer's final determination. The determination by the Independent Engineer shall be made in writing, shall contain written findings of fact on which the decision is based and shall be specifically enforceable by a court of competent jurisdiction. The reasonable expenses of both parties incurred in connection with the resolution of any dispute hereunder shall be borne and paid for by the party losing such dispute; except, however, that each Party shall bear the cost of its own attorney's fees, unless the Independent Engineer determines that the nature of the action or defense of the losing Party was frivolous, in which event the prevailing party's fair and equitable attorney's fees incurred will be paid by the losing party in addition to the losing party's payment of other expenses.

Section 11.3 Selection of Independent Engineer

The Independent Engineer, and any successor Independent Engineer, shall be mutually selected by the parties herein to serve in such capacity pursuant to this Agreement. The Independent Engineer shall not otherwise be affiliated with either party or associated with the transactions contemplated by this

Agreement. Such Independent Engineer shall have substantial knowledge with respect to water and wastewater treatment systems. Fees of the Independent Engineer so selected shall be paid one-half by the Operator and one-half by the Municipality. The Operator and the Municipality shall cooperate to retain the Independent Engineer upon terms and conditions mutually satisfactory to the Operator and the Municipality as soon as practicable after selection of the Independent Engineer.

Section 11.4 Replacement of the Independent Engineer

If the Independent Engineer resigns, if the parties mutually agree to terminate the services of the selected Independent Engineer or if either party demonstrates that the Independent Engineer is subject to a conflict of interest or has committed malfeasance, then the parties shall mutually agree on a replacement. The successor Independent Engineer shall not otherwise be affiliated with either party or associated with the transactions contemplated by this Agreement. The successor Independent Engineer shall also have substantial knowledge with respect to water and wastewater treatment systems. If the Operator and the Municipality have not agreed upon the selection of a successor Independent Engineer within ninety (90) days of the resignation or termination of the Independent Engineer, the parties shall arrange for a new Independent Engineer to be selected by the American Arbitration Association as expeditiously as possible. The successor Independent Engineer's fees shall be paid in the same manner as provided in Section 11.3.

Section 11.5 Covenant to Continue Work

During resolution of any dispute under this Article, the Operator and the Municipality shall each continue to perform all of their respective obligations under this Agreement without interruption or delay.

Article 12 MISCELLANEOUS

Section 12.1 Relationship

Except as provided in Section 4.7(a) of the Agreement, the relationship of the Operator to the Municipality is that of independent contractor for all purposes under this Agreement, including for the purposes of applicable wage, tax, fringe benefit and worker compensation laws. This Agreement is not intended to create, and shall not be construed as creating, between Operator and Municipality, the relationship of principal and agent, joint venturers, co-partners or any other similar relationship, the existence of which is hereby expressly denied.

Section 12.2 Construction

In construing this Agreement, the following principles shall be followed: (i) no consideration shall be given to the captions of the articles, sections, subsections or clauses, which are inserted for convenience in locating the provisions of this Agreement and not as an aid in construction; (ii) no consideration shall be given to the fact or presumption that any of the parties had a greater or lesser hand in drafting this Agreement; (iii) examples shall not be construed to limit, expressly or by implication, the matter they illustrate; (iv) the word "includes" and its syntactic variants mean "includes, but is not limited to" and corresponding syntactic variant expressions; (v) the plural shall be deemed to include the singular, and vice versa; (vi) each gender shall be deemed to include the other genders; (vii) each exhibit, appendix, attachment and schedule to this Agreement is a part of this Agreement; and (viii) any reference herein or in any schedule hereto to any agreements entered into prior to the date hereof shall include any amendments or supplements made thereto.

Section 12.3 Entire Agreement; Amendments

This Agreement contains the entire agreement between the Municipality and the Operator and supersedes all prior or contemporaneous communications, representations, understandings or agreements. This Agreement may be modified only by a written amendment signed by both parties.

Section 12.4 Waiver

The failure on the part of either party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provisions in the future.

Section 12.5 Assignment

This Agreement shall be binding upon the successors and assigns of each of the parties, but neither party shall assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld. The Municipality may assign this Agreement to a new owner of the Facilities if the Municipality sells the Facilities, provided, however, that such assignee expressly and in writing assumes all obligations of the Municipality under this Agreement. Nothing contained in this Section 12.5 shall be construed to release either party in the event of an assignment of either party's interest.

Section 12.6 Force Majeure

A party's performance of any obligation under this Agreement shall be excused if, and to the extent that, the party is unable to perform because of any event of Force Majeure. In any such event, the party unable to perform shall be required to resume performance of its obligations under this Agreement upon the termination of the event or cause that excused performance hereunder.

Section 12.7 Governing Law and Venue

The Agreement shall be governed by and construed in accordance with the laws of the State. The parties agree that the venue of any action arising from this Agreement shall be in the appropriate State court having competent jurisdiction located in the judicial district in which the Municipality is located.

Section 12.8 Notices

All notices will be in writing and shall be deemed given when mailed by first class mail or delivered in person. Notices required to be given to the Operator will be addressed to:

Severn Trent Environmental Services, Inc.
1200 East Georgia Ave
Chickasha, OK 73018
Attn: Dave Gentry

With a copy to:

Elias Group LLP
411 Theodore Fremd Avenue
Rye, NY 10580
Attn: Dan Elias, Esq.

Notices required to be given to the Municipality will be addressed to:

The City of Clinton
P.O. Box 1177
Clinton, Oklahoma 73601
Attn: Public Works Director

Section 12.9 Severability

Should any part of this Agreement for any reason be declared invalid or void, such declaration will not affect the remaining parts of this Agreement, which will remain in full force and effect as if the Agreement had been executed with the invalid portion eliminated.

Section 12.10 Counterparts

This Agreement may be executed in more than one counterpart, each of which shall be deemed an original.

Section 12.11 Modification of Agreement

No change in or modification, termination or discharge of this Agreement, in any form whatsoever, shall be valid or enforceable unless it is in writing and signed by the party to be charged therewith or its duly Authorized Representative, provided, however, that any change in or modification, termination or discharge of this Agreement expressly provided for in this Agreement shall be effective as so provided.

Section 12.12 Survival

Termination or expiration of this Agreement shall not release either party from any liabilities or obligations set forth in this Agreement which (i) the parties have expressly agreed shall survive any such termination or expiration; or (ii) remain to be performed or by their nature would be intended to be applicable following such termination or expiration.

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date first set forth above.

MUNICIPALITY:

By: _____

Title: _____

SEVERN TRENT ENVIRONMENTAL SERVICES, INC.

By: _____

Title: _____

Approved as to form and legal sufficiency this _____ day of _____, _____.

PUBLIC NOTICE OF A REGULAR MEETING
OF THE INDUSTRIAL AUTHORITY
TUESDAY, JUNE 1, 2010 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Meeting status: Completed

1. Call to Order

2. Opening Prayer Roy Dobbs, First Church of God

3. Consent Agenda

    A. Consider Approval of Minutes of Previous Meeting Hospital Authority Solid Waste Authority
    Recreational Authority Industrial Authority

    B. Consider Claims
    Solid Waste Authority
    Recreational Authority Industrial Authority

4. Action Items:

5. City Managers Report

6. Audience Participation

7. Adjournment

Filed this 27th Day of May, 2010. Posted on the bulletin board in the lobby of the Clinton City Hall on May 27, 2010 at 1:30 p.m.

IA050410

MINUTES OF THE CLINTON INDUSTRIAL AUTHORITY, MAY 4, 2010

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 4, 2010 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 April 30, 2010.

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

CHAIRMAN: Allen Bryson
TRUSTEES: Steve Jones, John Jordan, Bob Marcy, 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: Charles Fry, Arnold Adams, Mary Helen Jones, Cody Farmer and others.

Alvin Williams opened the meeting with prayer and Trustee Bob Marcy led the Pledge of Allegiance.

AGENDA ITEM NO. 3: CONSENT AGENDA

A. Minutes of April 20, 2010 meeting
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, Jones, Bryson
Nay: None

Chairman declared the motion carried.

AGENDA ITEM NO. 4 ACTION ITEMS

4A. CONSIDER TAX INCENTIVE AGREEMENT WITH THE T.H. ROGERS LUMBER COMPANY

City Manager Grayson Bottom explained that T.H. Rogers Lumber Company has supplied a partial set of plans for their new construction. He said they are awaiting the final specifications for the building before the building permit could be issued.

He said the request is for the sales tax sharing program. He said the plans for the new facility would increase the size of square footage of the facility. He said the existing facility is 2, 250 square feet and the new facility is 6, 300 square feet. He said the sales tax sharing program would go into effect following the issuance of the occupancy certificate.

Trustee Bryson said most cities with this type of program do not issue agreements with current businesses. He emphasized that Clinton appreciates existing businesses.

City Manager Grayson Bottom said this was the first application for the sales tax program from an existing business and the second application overall that has been received.

Motion was made by Trustee Jones and seconded by Trustee Wheeler to approve the Tax Incentive Agreement with The T.H. Rogers Lumber Company.

Chairman put the motion to a roll call vote:

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

Chairman declared the motion carried.

AGENDA ITEM NO .5: CITY MANAGER'S REPORT

None

AGENDA ITEM NO. 6: AUDIENCE PARTICIPATION

City Manager Grayson Bottom express his appreciation to Public Service Company and Oklahoma Natural Gas for assisting on information that was included in a packet for a prospect company. He said without the assistance the submittal could not have been completed.

AGENDA ITEM NO. 7: ADJOURNMENT

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

Chairman put the motion to a roll call vote

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

Chairman declared the meeting adjourned at 5:42 pm.

PACKET: 04057 5/26/2010
VENDOR SET: 01
FUND : 740 CLINTON INDUSTRIAL AUTH.
DEPARTMENT: N/A NON-DEPARTMENTAL BANK: FNBAP
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01575	OK DEPT OF COMMERCE					
		I-JUNE 2010	740-2851	NOTES PAYABLE PYMT #8671 CDBG PWA MAKER ADD.	000000	364.58
				DEPARTMENT NON-DEPARTMENTAL TOTAL:		364.58
01-00255	CLINTON LAUNDRY					
		I-41740	740-41508-2460	MISCELLANEOUS TABLE CLOTH FOR FRISCO CTR	000000	11.07
		I-539325	740-41508-2410	OPERATING SUP TABLECLOTH RENTAL	000000	287.00
01-00595	DOLLAR GENERAL CHARGED					
		I-84170	740-41508-2410	OPERATING SUP ICE TEA GLASSES	000000	24.00
01-00730	FARM PLAN/ATWOODS					
		C-2891161	740-41508-2475	LAND MAINTENA MULCH RETURNED	000000	20.93-
		I-2887059	740-41508-2475	LAND MAINTENA MULCH	000000	261.75
		I-2891154	740-41508-2475	LAND MAINTENA MULCH	000000	38.87
		I-2897213	740-41508-2470	FACILITIES MA TEST PLUGS 4" FRISCO CENTER	000000	9.18
01-00740	FARMERS CO-OP					
		I-241508	740-41508-2475	LAND MAINTENA FERTILIZER	000000	40.00
01-00955	HINZ REFRIGERATION INC					
		I-009252	740-41508-2130	FACILITIES RE RPR FREEZER -- FRISCO CTR	000000	352.76
01-01125	K-MART #4782					
		I-0841	740-41508-2465	JANITORIAL SU JANITORIAL SUPPLIES	000000	13.85
		I-0986	740-41508-2410	OPERATING SUP SUPPLIES FOR RESALE	000000	50.20
01-01215	LINDERER PRINTING & SUP					
		I-80740	740-41508-2405	OFFICE SUPPLI PAINT PEN	000000	3.77
		I-80998	740-41508-2405	OFFICE SUPPLI FILE HOLDER	000000	12.28
01-01250	LOCKE SUPPLY COMPANY					
		I-12745578-00	740-41508-2130	FACILITIES RE SUPPLIES TO RPR TOILET	000000	10.51
		I-12764530-00	740-41508-2130	FACILITIES RE SUPPLIES TO REPAIR TOILET	000000	11.13
01-01535	OKLAHOMA NATURAL GAS CO					
		I-01-JUN-10	740-41508-2080	NATURAL GAS C NATURAL GAS SERVICE	000000	141.54
01-01950	HOMELAND STORES INC					
		I-073187	740-41508-2410	OPERATING SUP SODAS FOR RESALE	000000	19.66
01-02395	WILLIAMS ELECTRIC CO IN					
		I-14844	740-41508-2130	FACILITIES RE LIGHTENING RPRS- FRISCO CTR	000000	424.57
01-05365	KECO					
		I-June 2010	740-41508-2016	ADVERTISING ANNUAL LINER PKG	000000	180.00

PACKET: 04025 5/13/10
VENDOR SET: 01
FUND : 740 CLINTON INDUSTRIAL AUTH.
DEPARTMENT: N/A NON-DEPARTMENTAL
BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1	MISCELLANEOUS VENDOR					
ADAM RICHARDSON		I-R0736	740-515-54052	PUBLIC LOBBY ADAM RICHARDSON: REFUND FRISCO 064131		120.00
				DEPARTMENT NON-DEPARTMENTAL TOTAL:		120.00
				FUND 740 CLINTON INDUSTRIAL AUTH. TOTAL:		120.00
				REPORT GRAND TOTAL:		46,224.74

PACKET: 04057 5/26/2010
VENDOR SET: 01
FUND : 740 CLINTON INDUSTRIAL AUTH.
DEPARTMENT: 1508 CONF CTR OPERATION
BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-06570	RAYNER SEWING CENTER	I-470572	740-41508-2465	JANITORIAL SU VACUUM BAGS/VAC BELTS	000000	19.50
01-09435	AMERICAN ELECTRIC POWER	I-5-26-10	740-41508-2075	ELECTRIC CHAR ELECTRIC SERVICE/ALL DEPTS	000000	0.00
01-09520	JUST ADD WATER IRRIGATI	I-2506	740-41508-2475	LAND MAINTENA CHECK IRRIGATION SYSTEM (2)	000000	130.00
01-10545	STAPLES CREDIT PLAN	I-1804433002	740-41508-2405	OFFICE SUPPLI PRINTER TONER	000000	273.96
01-12520	AMERICAN HOTEL REGISTER	I-1631086	740-41508-2410	OPERATING SUP TABLE COVERS	000000	416.02
01-15020	MORE THAN MOWING, LLC	I-385	740-41508-2475	LAND MAINTENA GROUND MAINT. FRISCO CTR	000000	925.00
				DEPARTMENT 1508 CONF CTR OPERATION TOTAL:		3,635.69
01-09435	AMERICAN ELECTRIC POWER	I-5-26-10	740-41800-2075	ELECTRIC CHAR ELECTRIC SERVICE/ALL DEPTS	000000	0.00
				DEPARTMENT 1800 INDUSTRIAL PROP/OIL MILL TOTAL:		0.00
				FUND 740 CLINTON INDUSTRIAL AUTH. TOTAL:		4,000.27

PACKET: 04033 5/17/2010
VENDOR SET: 01
FUND : 740 CLINTON INDUSTRIAL AUTH.
DEPARTMENT: N/A NON-DEPARTMENTAL BANK: FNBAP
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION		CHECK#	AMOUNT
01-09435	AMERICAN ELECTRIC POWER						
		I-MAY 10	740-40000-2075	ELECTRIC CHGS	ELECTRIC SERVICE/ALL DEPTS	064137	83.21
				DEPARTMENT	NON-DEPARTMENTAL TOTAL:		83.21
01-00240	CHAMBER OF COMMERCE						
		I-MAY 2010	740-41508-2120	CONTRACTUAL S	MTHLY STAFFING/OPER AGREE	064142	2,500.00
01-01535	OKLAHOMA NATURAL GAS CO						
		I-01 MAY 10	740-41508-2080	NATURAL GAS C	NATURAL GAS SERVICE	064162	0.00
01-01925	AT&T						
		I-MAY 2010	740-41508-2005	TELEPHONE	TELEPHONE SERVICE	064139	65.44
01-02505	CITY OF CLINTON						
		I-APRIL 2010	740-41508-2060	WATER CHARGES	WATER BILL CONF CENTER	064144	196.81
		I-APRIL 2010	740-41508-2065	SEWER CHARGES	SEWER BILL CONF CENTER	064144	125.19
		I-APRIL 2010	740-41508-2070	GARBAGE CHARG	GARBAGE CHARGES CONF CENTER	064144	120.48
		I-APRIL 2010	740-41508-2460	MISCELLANEOUS	AMBUL FEE CONF CENTER	064144	4.50
01-09435	AMERICAN ELECTRIC POWER						
		I-MAY 10	740-41508-2075	ELECTRIC CHAR	ELECTRIC SERVICE/ALL DEPTS	064137	0.00
01-11515	OK ENERGY SERVICES INC						
		I-10-04-005860-1	740-41508-2080	NATURAL GAS C	APRIL 10 SERVICE CTY HLL/FRISC	064159	86.84
		I-10-04-005860-1	740-41508-2080	NATURAL GAS C	MAR 10 ADJUSTMENTS	064159	15.26
01-12205	CABLE ONE						
		I-MAY 10	740-41508-2005	TELEPHONE	MAY SERVICE - FRISCO	064140	100.95
01-13175	FLEETCOR DBA/FUELMAN						
		I-NP24697384	740-41508-2425	FUEL, OIL, ET	FUEL USE	064152	72.94
				DEPARTMENT 1508	CONF CTR OPERATION TOTAL:		3,288.41
01-09435	AMERICAN ELECTRIC POWER						
		I-MAY 10	740-41800-2075	ELECTRIC CHAR	ELECTRIC SERVICE/ALL DEPTS	064137	0.00
				DEPARTMENT 1800	INDUSTRIAL PROP/OIL MILL TOTAL:		0.00
				FUND 740	CLINTON INDUSTRIAL AUTH. TOTAL:		3,371.62

PUBLIC NOTICE OF A REGULAR MEETING
OF THE RECREATIONAL AUTHORITY
TUESDAY, JUNE 1, 2010 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Meeting status: Completed

1. Call to Order

2. Opening Prayer Roy Dobbs, First Church of God

3. Consent Agenda

    A. Consider Approval of Minutes of Previous Meeting Hospital Authority Solid Waste Authority
    Recreational Authority Industrial Authority

    B. Consider Claims
    Solid Waste Authority
    Recreational Authority Industrial Authority

4. Action Items:

5. City Managers Report

6. Audience Participation

7. Adjournment

Filed this 27th Day of May, 2010. Posted on the bulletin board in the lobby of the Clinton City Hall on May 27, 2010 at 1:30 p.m.

RA050410

MINUTES OF RECREATIONAL AUTHORITY MEETING, MAY 4, 2010

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 4, 2010 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 April 30, 2010.

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

CHAIRMAN: Allen Bryson
TRUSTEES: Steve Jones, 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: Charles Fry, Arnold Adams, Scott Moore, Toby Baker, Alvin Williams, Mary Helen Jones, Cody Farmer and others.

Alvin Williams 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 20, 2010
B. Consider Claims

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

Chairman put the motion to a roll call vote:

Aye: Marcy, Jones, 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

None

AGENDA ITEM NO. 6: AUDIENCE PARTICIPATION

None

AGENDA ITEM NO. 7: ADJOURNMENT

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

Chairman put the motion to a roll call vote

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

Chairman declared the meeting adjourned at 5:33 pm.

PACKET: 04025 5/13/10
VENDOR SET: 01
FUND : 730 RECREATION TRUST AUTHOR.
DEPARTMENT: N/A NON-DEPARTMENTAL BANK: FNBAP
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1	MISCELLANEOUS VENDOR					
	JENNIFER RAMSEY	I-5-4-10	730-514-54090	FACILITY/PROP JENNIFER RAMSEY: REFUND ABP	064133	25.00
				DEPARTMENT NON-DEPARTMENTAL TOTAL:		25.00
				FUND 730 RECREATION TRUST AUTHOR. TOTAL:		25.00

PACKET: 04033 5/17/2010
VENDOR SET: 01
FUND : 730 RECREATION TRUST AUTHOR.
DEPARTMENT: 1108 PARKS MAINTENANCE BANK: FNBAP
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01535	OKLAHOMA NATURAL GAS CO					
		I-01 MAY 10	730-41108-2080	NATURAL GAS C NATURAL GAS SERVICE	064162	166.22
01-01925	AT&T					
		I-MAY 2010	730-41108-2005	TELEPHONE TELEPHONE SERVICE	064139	30.49
01-07990	CHEM-CAN SERVICES, INC					
		I-166497	730-41108-2110	RENTAL CHARGE PORTABLE TOILET RENTALS	064143	88.00
01-09435	AMERICAN ELECTRIC POWER					
		I-MAY 10	730-41108-2075	ELECTRIC CHAR ELECTRIC SERVICE/ALL DEPTS	064137	160.49
01-13175	FLEETCOR DBA/FUELMAN					
		I-NP24697384	730-41108-2425	FUEL, OIL, ET FUEL USE	064152	1,051.53
				DEPARTMENT 1108 PARKS MAINTENANCE TOTAL:		1,496.73
01-01535	OKLAHOMA NATURAL GAS CO					
		I-01 MAY 10	730-41109-2080	NATURAL GAS C NATURAL GAS SERVICE	064162	0.00
01-01925	AT&T					
		I-MAY 2010	730-41109-2005	TELEPHONE TELEPHONE SERVICE	064139	29.37
01-09435	AMERICAN ELECTRIC POWER					
		I-MAY 10	730-41109-2075	ELECTRIC CHAR ELECTRIC SERVICE/ALL DEPTS	064137	0.00
				DEPARTMENT 1109 PARKS SWIMMING POOL TOTAL:		29.37
01-01535	OKLAHOMA NATURAL GAS CO					
		I-01 MAY 10	730-41301-2080	NATURAL GAS C NATURAL GAS SERVICE	064162	54.51
01-01925	AT&T					
		I-MAY 2010	730-41301-2005	TELEPHONE TELEPHONE SERVICE	064139	59.86
01-02505	CITY OF CLINTON					
		I-APRIL 2010	730-41301-2060	WATER CHARGES WATER BILL GOLF COURSE	064144	31.96
		I-APRIL 2010	730-41301-2460	MISCELLANEOUS AMBUL FEE GOLF	064144	4.50
01-07990	CHEM-CAN SERVICES, INC					
		I-166497	730-41301-2110	RENTAL CHARGE PORTABLE TOILET RENTALS	064143	72.60
01-09435	AMERICAN ELECTRIC POWER					
		I-MAY 10	730-41301-2075	ELECTRIC CHAR ELECTRIC SERVICE/ALL DEPTS	064137	362.12
				DEPARTMENT 1301 GOLF COURSE ADMINISTRATN TOTAL:		585.55

PACKET: 04057 5/26/2010
VENDOR SET: 01
FUND : 730 RECREATION TRUST AUTHOR.
DEPARTMENT: 1108 PARKS MAINTENANCE BANK: FNBAP
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00255	CLINTON LAUNDRY					
		I-536632	730-41108-2435	UNIFORM SERVI UNIFORM RENTAL	000000	27.25
		I-538059	730-41108-2435	UNIFORM SERVI UNIFORM RENTAL	000000	27.25
		I-539392	730-41108-2435	UNIFORM SERVI UNIFORM SERVICE	000000	27.25
		I-540759	730-41108-2435	UNIFORM SERVI UNIFORM RENTAL	000000	36.50
		I-542481	730-41108-2435	UNIFORM SERVI UNIFORM RENTAL	000000	27.25
01-00730	FARM PLAN/ATWOODS					
		I-284539	730-41108-2470	FACILITIES MA ANT KILL/HOSE ADPTR/LT BULBS	000000	30.94
		I-2890832	730-41108-2474	LANDSCAPING S 10 BAGS FERTILIZER	000000	109.90
		I-2892936	730-41108-2422	PARTS-EQUIPME FLANGE JACK	000000	36.99
		I-2892936	730-41108-2410	OPERATING SUP NECK NOSE PLIER	000000	7.99
		I-2892936	730-41108-2410	OPERATING SUP WEATHERSTRIP CEMENT	000000	1.88
01-00850	GARY JONES DBA GARY'S					
		I-625928	730-41108-2470	FACILITIES MA RPR TENT	000000	35.00
01-01240	LITTKE'S STORE					
		I-029408	730-41108-2410	OPERATING SUP 4 WEEDEATER HEADS	000000	120.00
		I-029423	730-41108-2422	PARTS-EQUIPME BELT FOR MOWER	000000	16.95
		I-030511	730-41108-2410	OPERATING SUP TRIMMER HEADS WEEDEATER	000000	60.00
01-01250	LOCKE SUPPLY COMPANY					
		I-12862073-00	730-41108-2470	FACILITIES MA HEAT SHRINK SPLICE	000000	5.99
		I-12862117-00	730-41108-2410	OPERATING SUP PROPANE TORCH	000000	38.38
01-01260	WESTERN EQUIPMENT LLC					
		I-01 242929	730-41108-2422	PARTS-EQUIPME BELT/PULLEY/BLADES	000000	307.98
		I-01 243738	730-41108-2422	PARTS-EQUIPME STEERING PUMP	000000	590.19
		I-01 243740	730-41108-2422	PARTS-EQUIPME PARTS FOR Z-TRACK MOWER	000000	196.91
01-01535	OKLAHOMA NATURAL GAS CO					
		I-01-JUN-10	730-41108-2080	NATURAL GAS C NATURAL GAS SERVICE	000000	0.00
01-06145	A-OK LOCK & KEY					
		I-S10-389	730-41108-2470	FACILITIES MA KEY MADE OFF. GATE/WTR TWR GTE	000000	18.00
01-07335	CLINTON AUTO GLASS INC					
		I-7807	730-41108-2120	CONTRACTUAL S RPLCE WINDOW ON TRACTOR	000000	140.00
01-09435	AMERICAN ELECTRIC POWER					
		I-5-26-10	730-41108-2075	ELECTRIC CHAR ELECTRIC SERVICE/ALL DEPTS	000000	921.39
01-12180	WESTERN OK TIRE & SERVI					
		I-11386	730-41108-2425	FUEL, OIL, ET RPR FLAT ON TRAILER	000000	10.00
		I-11568	730-41108-2420	TIRES, BATTER TIRES FOR MOWER TRACTOR	000000	401.72
				DEPARTMENT 1108 PARKS MAINTENANCE TOTAL:		3,195.71

PACKET: 04057 5/26/2010
VENDOR SET: 01
FUND : 730 RECREATION TRUST AUTHOR.
DEPARTMENT: 1109 PARKS SWIMMING POOL BANK: FNBAP
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION		CHECK#	AMOUNT
01-00260	ELK SUPPLY CO INC						
		C-600051/5	730-41109-2422	PARTS-EQUIPME	NUTS AND BOLTS	000000	52.64-
		I-599798/5	730-41109-2460	MISCELLANEOUS	SHRINK WRAP	000000	40.58
		I-600049/5	730-41109-2422	PARTS-EQUIPME	NUTS AND BOLTS	000000	52.64
		I-600052/5	730-41109-2422	PARTS-EQUIPME	NUTS & BOLTS	000000	43.36
01-00730	FARM PLAN/ATWOODS						
		I-2886083	730-41109-2470	FACILITIES MA	1' DOWELL ROD - SWIM POOL	000000	13.65
		I-2890757	730-41109-2470	FACILITIES MA	PAINTING SUPPLIES	000000	7.97
		I-2893034	730-41109-2460	MISCELLANEOUS	GRINDER	000000	149.99
		I-2894868	730-41109-2470	FACILITIES MA	CAULK/UTLITY KNIFE/BLADES	000000	38.85
01-01250	LOCKE SUPPLY COMPANY						
		I-12693075-00	730-41109-2470	FACILITIES MA	1' PVC - SWIM POOL	000000	51.33
		I-12822198-00	730-41109-2422	PARTS-EQUIPME	PVC	000000	39.09
01-01535	OKLAHOMA NATURAL GAS CO						
		I-01-JUN-10	730-41109-2080	NATURAL GAS C	NATURAL GAS SERVICE	000000	42.04
01-01775	A.W. POOL INC.						
		I-013349	730-41109-2422	PARTS-EQUIPME	RPR TO FILTER CLAMP SWIM POOL	000000	100.00
01-01930	S & D DRUG						
		I-144558	730-41109-2460	MISCELLANEOUS	FUSES	000000	2.99
		I-144560	730-41109-2460	MISCELLANEOUS	FUSES	000000	5.38
01-02220	T.H. ROGERS LUMBER CO.						
		I-976921	730-41109-2470	FACILITIES MA	WASHERS - SWIMMING POOL	000000	4.48
		I-976926	730-41109-2470	FACILITIES MA	1' DOWELL ROD - SWIM POOL	000000	19.71
01-04310	AMERICAN RED CROSS DBA						
		I-585	730-41109-2615	TRAINING & DE	AMERICAN RED CROSS DBA WEST CE	000000	75.00
01-04605	O'REILLY AUTOMOTIVE INC						
		I-0243 203577	730-41109-2470	FACILITIES MA	WAX	000000	45.24
		I-0243-201628	730-41109-2460	MISCELLANEOUS	FUSES/FUSE HOLDER	000000	10.97
01-05230	G FARNEY & ASSOCIATES,						
		I-22130	730-41109-2046	EQUIPMENT REP	RPR OF 3 CHLORINATORS & EQUIP.	000000	5,155.00
		I-22131	730-41109-2440	CHEMICALS	CHEMICALS - CHLORINE SWIM POOL	000000	10,610.10
01-09435	AMERICAN ELECTRIC POWER						
		I-5-26-10	730-41109-2075	ELECTRIC CHAR	ELECTRIC SERVICE/ALL DEPTS	000000	396.61
01-14380	THE LIFEGUARD STORE						
		I-INV007171	730-41109-2435	UNIFORMS	SWIM SUITS - SWIMMING POOL	000000	687.00
		I-INV011168	730-41109-2435	UNIFORMS	UNIFORM SIZING KIT	000000	561.00

DEPARTMENT 1109 PARKS SWIMMING POOL TOTAL: 18,100.34

PACKET: 04049 5/25/10
VENDOR SET: 01
FUND : 730 RECREATION TRUST AUTHOR.
DEPARTMENT: 1301 GOLF COURSE ADMINISTRATN BANK: FNBAP
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-10555	BRIAN KENT MILLER					
		I-MAY 10	730-41301-2142	MANAGEMENT FE MARSHAL STIPEND	000000	1,250.00
				DEPARTMENT 1301 GOLF COURSE ADMINISTRATN TOTAL:		1,250.00
01-15015	OASA SPORTS FOUNDATION,					
		I-5-19-10	730-41401-2605	DUES, SUBSCRI ASA SANTION FEES SHIP/HANDLING	000000	160.00
				DEPARTMENT 1401 ACME BRICK PARK ADMIN TOTAL:		160.00
				FUND 730 RECREATION TRUST AUTHOR. TOTAL:		1,410.00
				REPORT GRAND TOTAL:		1,610.00

PACKET: 04057 5/26/2010
VENDOR SET: 01
FUND : 730 RECREATION TRUST AUTHOR.
DEPARTMENT: 1301 GOLF COURSE ADMINISTRATN BANK: FNBAP
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00165	BARRICK PLUMBING					
		I-520102	730-41301-2130	FACILITIES RE MTHLY MAINT. GOLF SHOP	000000	75.00
01-00255	CLINTON LAUNDRY					
		I-537711	730-41301-2465	JANITORIAL SU PRO SHOP LAUNDRY	000000	23.49
		I-540387	730-41301-2465	JANITORIAL SU PRO SHOP LAUNDRY	000000	23.49
		I-98721	730-41301-2465	JANITORIAL SU PPR TWL/URINAL SCRN/ PRO SHOP	000000	107.60
01-00715	ROBERT LELAND ESSARY					
		I-JUNE 2010	730-41301-2110	RENTAL CHARGE LAND RENT/GOLF CRS	000000	300.00
01-00735	FARMER BROTHERS CO					
		I-52141548	730-41301-2410	OPERATING SUP COFFEE SERVICE MAY	000000	34.59
01-01535	OKLAHOMA NATURAL GAS CO					
		I-01-JUN-10	730-41301-2080	NATURAL GAS C NATURAL GAS SERVICE	000000	0.00
01-02195	TEXTRON BUSINESS SERVIC					
		I-June 2010	730-41301-2115	CART LEASE/RE MTHLY LEASE/30 GOLF CARS	000000	2,041.50
01-06210	CAFE CLINTON					
		I-974698	730-41301-2610	CONFERENCES, MEALS GOLF ADV BD 4/28/10	000000	29.70
01-09435	AMERICAN ELECTRIC POWER					
		I-5-26-10	730-41301-2075	ELECTRIC CHAR ELECTRIC SERVICE/ALL DEPTS	000000	776.49
01-10555	BRIAN KENT MILLER					
		I-June 2010	730-41301-2142	MANAGEMENT FE MGMT FEE	000000	2,500.00
01-12205	CABLE ONE					
		I-June 10	730-41301-2460	MISCELLANEOUS BSNPREM. NET/MODEM LSE GOLF	000000	100.95
01-14990	PROFESSIONAL GOLF BALL					
		I-441875	730-41301-2410	OPERATING SUP USED RANGE BALLS	000000	921.94
				DEPARTMENT 1301 GOLF COURSE ADMINISTRATN TOTAL:		6,934.75
01-00255	CLINTON LAUNDRY					
		I-536632	730-41308-2435	UNIFORM SERVI UNIFORM RENTAL	000000	28.25
		I-538059	730-41308-2435	UNIFORM SERVI UNIFORM RENTAL	000000	28.25
		I-539392	730-41308-2435	UNIFORM SERVI UNIFORM SERVICE	000000	28.25
		I-540759	730-41308-2435	UNIFORM SERVI UNIFORM RENTAL	000000	28.25
		I-542481	730-41308-2435	UNIFORM SERVI UNIFORM RENTAL	000000	28.25
01-00260	ELK SUPPLY CO INC					
		I-600117/5	730-41308-2445	IRRIGATION & QUICKCRETE	000000	6.70
01-00730	FARM PLAN/ATWOODS					

PACKET: 04033 5/17/2010
VENDOR SET: 01
FUND : 730 RECREATION TRUST AUTHOR.
DEPARTMENT: 1308 GOLF COURSE MAINTENANCE BANK: FNBAP
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01925	AT&T					
		I-MAY 2010	730-41308-2005	TELEPHONE TELEPHONE SERVICE	064139	0.00
				DEPARTMENT 1308 GOLF COURSE MAINTENANCE TOTAL:		0.00
01-13175	FLEETCOR DBA/FUELMAN					
		I-NP24697384	730-41401-2425	FUEL, OIL, ET FUEL USE	064152	72.71
				DEPARTMENT 1401 ACME BRICK PARK ADMIN TOTAL:		72.71
01-01535	OKLAHOMA NATURAL GAS CO					
		I-01 MAY 10	730-41408-2080	NATURAL GAS C NATURAL GAS SERVICE	064162	105.08
01-01925	AT&T					
		I-MAY 2010	730-41408-2005	TELEPHONE TELEPHONE SERVICE	064139	93.70
01-02505	CITY OF CLINTON					
		I-APRIL 2010	730-41408-2060	WATER CHARGES WATER BILL ACME BRICK PARK	064144	11.56
		I-APRIL 2010	730-41408-2065	SEWER CHARGES SEWER BILL ACME BRICK PARK	064144	14.20
		I-APRIL 2010	730-41408-2460	MISCELLANEOUS AMBUL FEE ACME BRICK	064144	4.50
01-09435	AMERICAN ELECTRIC POWER					
		I-MAY 10	730-41408-2075	ELECTRIC CHAR ELECTRIC SERVICE/ALL DEPTS	064137	865.38
01-12205	CABLE ONE					
		I-MAY 10, 2010	730-41408-2460	MISCELLANEOUS ABP CABLE SERV. 5/8 TO 6/7/10	064140	43.00
01-13175	FLEETCOR DBA/FUELMAN					
		I-NP24697384	730-41408-2425	FUEL, OIL, ET FUEL USE	064152	0.00
				DEPARTMENT 1408 ACME BRICK PK OPERATIONS TOTAL:		1,137.42
01-09435	AMERICAN ELECTRIC POWER					
		I-MAY 10	730-41409-2075	ELECTRIC CHAR ELECTRIC SERVICE/ALL DEPTS	064137	193.34
01-13175	FLEETCOR DBA/FUELMAN					
		I-NP24697384	730-41409-2425	FUEL, OIL, ET FUEL USE	064152	417.04
				DEPARTMENT 1409 PARKS/ABP FIELDS/PK TOTAL:		610.38
				FUND 730 RECREATION TRUST AUTHOR. TOTAL:		3,932.16

PACKET: 04057 5/26/2010
VENDOR SET: 01
FUND : 730 RECREATION TRUST AUTHOR.
DEPARTMENT: 1308 GOLF COURSE MAINTENANCE BANK: FNBAP
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00730	FARM PLAN/ATWOODS continued					
		I-2894616	730-41308-2422	PARTS - EQUIP GAS CAN/STRAPS/RAKES	000000	75.54
01-01240	LITTKE'S STORE					
		I-030602	730-41308-2443	SEED/SOD/FLOW RIVERA BERMUDA SEED	000000	90.00
01-01250	LOCKE SUPPLY COMPANY					
		I-12701757-00	730-41308-2445	IRRIGATION & 2" PRESSURE TEES	000000	11.10
		I-12824702-00	730-41308-2445	IRRIGATION & 2" COMPRESSION COUPLINGS	000000	56.51
01-01260	WESTERN EQUIPMENT LLC					
		I-01 242342	730-41308-2445	IRRIGATION & O RINGS/ WASHERS	000000	12.48
01-04605	O'REILLY AUTOMOTIVE INC					
		I-0243-203038	730-41308-2445	IRRIGATION & O-RINGS	000000	4.99
		I-0243-204989	730-41308-2422	PARTS - EQUIP FUEL HOSE, VALVE TOPDRESSER	000000	20.61
01-07960	DAVID DRISCOLL TRUCKING					
		I-239673	730-41308-2442	GRAVEL/TOPSOI FILL DIRT FOR #10	000000	432.00
01-08675	JESCO PRODUCTS INC					
		I-65540	730-41308-2410	OPERATING SUP RED/WHITE/BLUE FLAGS	000000	261.90
01-11660	PRECISION SMALL ENGINE					
		I-415330	730-41308-2422	PARTS - EQUIP REDMAX BLADE SET/LVL ARM	000000	188.62
				DEPARTMENT 1308 GOLF COURSE MAINTENANCE TOTAL:		1,301.70
01-01930	S & D DRUG					
		I-146639	730-41401-2410	OPERATING SUP TMC-BNC ADAPTOR	000000	10.58
		I-146675	730-41401-2410	OPERATING SUP F-BNC ADAPTER	000000	3.98
01-03330	ROGER BURTON					
		I-May 2010	730-41401-2120	CONTRACTUAL S 12 MENS SFTBALL UMPIRE@$20	000000	240.00
01-06730	SPORT SUPPLY GROUP INC					
		I-93513075	730-41401-2410	OPERATING SUP BASEBALL/SOFTBALL SUPPLIES	000000	316.54
01-09360	SYDNEY C SMITH					
		I-May 2010	730-41401-2120	CONTRACTUAL S 17 MEN'S SOFTBALL UMPIRE @$20	000000	340.00
01-14405	LAURA E KERR					
		I-May 2010	730-41401-2120	CONTRACTUAL S 11 MENS SFTBALL UMPIRE @$20	000000	220.00
01-14840	PZ SOLUTIONS, LLC					
		I-RAP596207	730-41401-2410	OPERATING SUP MEN'S FLAG FOOTBALL T-SHIRTS	000000	121.00
		I-RAP596316	730-41401-2410	OPERATING SUP BLASTBALL T-SHIRTS/SET UP	000000	239.00
				DEPARTMENT 1401 ACME BRICK PARK ADMIN TOTAL:		1,491.10

PACKET: 04057 5/26/2010
VENDOR SET: 01
FUND : 730 RECREATION TRUST AUTHOR.
DEPARTMENT: 1408 ACME BRICK PK OPERATIONS BANK: FNBAP
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00255	CLINTON LAUNDRY					
		I-536632	730-41408-2435	UNIFORM SERVI UNIFORM RENTAL	000000	14.25
		I-538059	730-41408-2435	UNIFORM SERVI UNIFORM RENTAL	000000	14.25
		I-539392	730-41408-2435	UNIFORM SERVI UNIFORM SERVICE	000000	14.25
		I-539392	730-41408-2435	UNIFORM SERVI UNIFORM SERVICE	000000	26.60
		I-540759	730-41408-2435	UNIFORM SERVI UNIFORM RENTAL	000000	14.25
		I-542481	730-41408-2435	UNIFORM SERVI UNIFORM RENTAL	000000	14.25
		I-99001	730-41408-2465	JANITORIAL SU PPR TOWELS, TOILET PPR, LINERS	000000	475.10
01-00685	DANNY ELSTON ELECTRIC					
		I-2546	730-41408-2120	CONTRACTUAL S 12- 400 WATT MH BALLASTS	000000	2,470.00
01-00730	FARM PLAN/ATWOODS					
		I-2889986	730-41408-2425	FUEL, OIL, ET TRANS. FLUID FOR TRAIN	000000	11.96
01-01125	K-MART #4782					
		I-0984	730-41408-2465	JANITORIAL SU SUPPLIES- BLEACH- XTRA	000000	20.36
		I-0984	730-41408-2410	OPERATING SUP SUPPLIES - BATTERIES	000000	13.49
		I-0984	730-41408-2410	OPERATING SUP SUPPLIES - COFFEE	000000	18.50
		I-0984	730-41408-2465	JANITORIAL SU SUPPLIES - COFFEE	000000	4.37
01-01515	ROYCE NEWTON DBA					
		I-17774	730-41408-2410	OPERATING SUP RIBBON/TAPE	000000	26.20
01-01535	OKLAHOMA NATURAL GAS CO					
		I-01-JUN-10	730-41408-2080	NATURAL GAS C NATURAL GAS SERVICE	000000	0.00
01-02465	ZEE MEDICAL SERVICE CO					
		I-2710788	730-41408-2410	OPERATING SUP RESTOCK FIRST AID KIT	000000	161.20
01-02740	RANDOLPH S MEACHAM, P.C					
		I-27560	730-41408-2120	CONTRACTUAL S HORTON CASE	000000	45.00
01-07820	CDW GOVERNMENT INC					
		I-SQN2640	730-41408-2046	EQUIPMENT REP ROUTER/SWITCH	000000	239.98
01-09435	AMERICAN ELECTRIC POWER					
		I-5-26-10	730-41408-2075	ELECTRIC CHAR ELECTRIC SERVICE/ALL DEPTS	000000	1,808.11
01-11325	PUSH PEDAL PULL					
		I-33764	730-41408-2046	EQUIPMENT REP EQUIPMENT REPAIRS	000000	311.00
01-13135	SHERRE R. SHEPHARD					
		I-May 2010	730-41408-2120	CONTRACTUAL S 10 AEROBIC CLASSES	000000	100.00
01-13330	MARY MARIE AKIN					
		I-May 2010	730-41408-2120	CONTRACTUAL S 16 PERS. TRAIN. SESSIONS @$54	000000	864.00
				DEPARTMENT 1408 ACME BRICK PK OPERATIONS TOTAL:		6,667.12

PACKET: 04057 5/26/2010
VENDOR SET: 01
FUND : 730 RECREATION TRUST AUTHOR.
DEPARTMENT: 1409 PARKS/ABP FIELDS/PK BANK: FNBAP
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00255	CLINTON LAUNDRY					
		I-536632	730-41409-2435	UNIFORM SERVI UNIFORM RENTAL	000000	26.60
		I-538059	730-41409-2435	UNIFORM SERVI UNIFORM RENTAL	000000	26.60
		I-540759	730-41409-2435	UNIFORM SERVI UNIFORM RENTAL	000000	26.60
		I-542481	730-41409-2435	UNIFORM SERVI UNIFORM RENTAL	000000	26.60
01-00260	ELK SUPPLY CO INC					
		I-600418/5	730-41409-2470	FACILITIES MA SINK	000000	36.62
		I-600462/5	730-41409-2470	FACILITIES MA RPLCMNT PARTS LGHT POLE	000000	17.39
01-00720	ESTES INCORPORATED					
		I-10892	730-41409-2439	FERTILIZERS FERTILIZER	000000	2,160.00
		I-328321	730-41409-2439	FERTILIZERS FERTILIZER	000000	210.00
		I-328322	730-41409-2440	CHEMICALS 2-4-0 WEED CONTROL	000000	280.00
		I-328511	730-41409-2440	CHEMICALS FERTILIZER	000000	1,620.00
01-00730	FARM PLAN/ATWOODS					
		I-2885280	730-41409-2410	OPERATING SUP GREASE	000000	31.89
		I-2886582	730-41409-2410	OPERATING SUP RECEPTICALS	000000	5.38
		I-2886627	730-41409-2410	OPERATING SUP MINERAL SPIRITS/ METAL RODS	000000	31.61
		I-2890220	730-41409-2410	OPERATING SUP PLUMBING PARTS/CEMENT/PRIMER	000000	11.88
		I-2896536	730-41409-2410	OPERATING SUP LIGHT BULBS	000000	78.89
		I-2897647	730-41409-2410	OPERATING SUP BOLTS	000000	8.95
01-01250	LOCKE SUPPLY COMPANY					
		I-12809716-00	730-41409-2470	FACILITIES MA FUSES	000000	85.87
		I-12824581-00	730-41409-2470	FACILITIES MA PRE GLUE	000000	18.15
01-01260	WESTERN EQUIPMENT LLC					
		I-01 241541	730-41409-2422	PARTS - EQUIP BOLTS	000000	5.40
		I-01 241554	730-41409-2422	PARTS - EQUIP SPINDLE	000000	170.00
		I-01 241579	730-41409-2422	PARTS - EQUIP DECK WHEELS	000000	71.14
01-01460	MUNO'S INC.					
		I-1752	730-41409-2470	FACILITIES MA RPR LIGHT POLE	000000	36.00
01-02010	SHERWIN-WILLIAMS CO.					
		I-7909-9	730-41409-2471	FIELD MAINTEN PAINT	000000	403.50
01-02465	ZEE MEDICAL SERVICE CO					
		I-2710821	730-41409-2455	SAFETY EQUIPM RESTOCK FIRST AID KIT	000000	364.70
01-04750	JOHNSON SIGNS INC					
		I-6349	730-41409-2410	OPERATING SUP FLAGS CLINTON LOGO	000000	450.00
01-06145	A-OK LOCK & KEY					
		I-S10-420	730-41409-2410	OPERATING SUP KEYS	000000	10.50
01-06730	SPORT SUPPLY GROUP INC					

PACKET: 04057 5/26/2010
VENDOR SET: 01
FUND : 730 RECREATION TRUST AUTHOR.
DEPARTMENT: 1409 PARKS/ABP FIELDS/PK BANK: FNBAP
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-06730	SPORT SUPPLY GROUP INC continued					
		I-93507211	730-41409-2410	OPERATING SUP BASE RAKES (3)	000000	175.46
01-09435	AMERICAN ELECTRIC POWER					
		I-5-26-10	730-41409-2075	ELECTRIC CHAR ELECTRIC SERVICE/ALL DEPTS	000000	0.00
				DEPARTMENT 1409 PARKS/ABP FIELDS/PK TOTAL:		6,389.73
				FUND 730 RECREATION TRUST AUTHOR. TOTAL:		44,080.45

PUBLIC NOTICE OF A REGULAR MEETING
OF THE SOLID WASTE AUTHORITY
TUESDAY, JUNE 1, 2010 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Meeting status: Completed

1. Call to Order

2. Opening Prayer Roy Dobbs, First Church of God

3. Consent Agenda

    A. Consider Approval of Minutes of Previous Meeting Hospital Authority Solid Waste Authority
    Recreational Authority Industrial Authority

    B. Consider Claims
    Solid Waste Authority
    Recreational Authority Industrial Authority

4. Action Items:

5. City Managers Report

6. Audience Participation

7. Adjournment

Filed this 27th Day of May, 2010. Posted on the bulletin board in the lobby of the Clinton City Hall on May 27, 2010 at 1:30 p.m.

SW050410

MINUTES OF THE SOLID WASTE AUTHORITY, MAY 4, 2010

Minutes of the regular meeting of the Chairman and Trustees of the Clinton Solid Waste Authority of Clinton, Oklahoma, Custer County, held in the City Council Room, City Hall on Tuesday, May 4, 2010 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 April 30, 2010.

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

CHAIRMAN: Allen Bryson
TRUSTEES: Steve Jones, 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: Charles Fry, Mary Helen Jones, Scott Moore, Toby Baker, Alvin Williams, Cody Farmer and others.

Alvin Williams 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 6, 2010
B. Consider Claims

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

Chairman put the motion to a roll call vote:

Aye: Marcy, Jones, 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 Jones and seconded by Trustee Wheeler that the meeting adjourn.

Chairman put the motion to a roll call vote

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

Chairman declared the meeting adjourned at 5:35 pm.

PACKET: 04025 5/13/10
VENDOR SET: 01
FUND : 710 SOLID WASTE AUTHORITY
DEPARTMENT: N/A NON-DEPARTMENTAL
BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01560	OK BANK & TRUST					
		I-LOAN #41222	710-2360	CAPITAL LEASE FINAL PYMT SOL WSTE PKER TRK	064135	42,674.66
				DEPARTMENT NON-DEPARTMENTAL TOTAL:		42,674.66
		I-LOAN #41222	710-40901-4010	INTEREST FINAL PYMT SOL WSTE PKER TRK	064135	1,713.39
				DEPARTMENT 0901 SOLID WASTE ADMINISTRATIO TOTAL:		1,713.39
				FUND 710 SOLID WASTE AUTHORITY TOTAL:		44,388.05

PACKET: 04033 5/17/2010
VENDOR SET: 01
FUND : 710 SOLID WASTE AUTHORITY
DEPARTMENT: 0901 SOLID WASTE ADMINISTRATIO
BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION		CHECK#	AMOUNT
01-01925	AT&T						
		I-MAY 2010	710-40901-2005	TELEPHONE	TELEPHONE SERVICE	064139	16.92
				DEPARTMENT 0901	SOLID WASTE ADMINISTRATIO	TOTAL:	16.92
01-01535	OKLAHOMA NATURAL GAS CO						
		I-01 MAY 10	710-40912-2080	NATURAL GAS C	NATURAL GAS SERVICE	064162	102.54
01-01925	AT&T						
		I-MAY 2010	710-40912-2005	TELEPHONE	TELEPHONE SERVICE	064139	30.49
01-02505	CITY OF CLINTON						
		I-APRIL 2010	710-40912-2060	WATER CHARGES	WATER BILL SHOP	064144	19.84
		I-APRIL 2010	710-40912-2065	SEWER CHARGES	SEWER BILL SHOP	064144	19.17
		I-APRIL 2010	710-40912-2460	MISCELLANEOUS	AMBUL FEE SHOP	064144	4.50
01-03825	ALL-AMERICAN WASTE CONT						
		I-001028 060C	710-40912-2120	CONTRACTUAL S	SOLID WASTE DISPOSAL	064138	51,065.99
01-09435	AMERICAN ELECTRIC POWER						
		I-MAY 10	710-40912-2075	ELECTRIC CHAR	ELECTRIC SERVICE/ALL DEPTS	064137	84.29
01-13175	FLEETCOR DBA/FUELMAN						
		I-NP24697384	710-40912-2425	FUEL, OIL, ET	FUEL USE	064152	5,191.49
				DEPARTMENT 0912	SOLID WASTE COLLECTIONS	TOTAL:	56,518.31
				FUND 710	SOLID WASTE AUTHORITY	TOTAL:	56,535.23

PACKET: 04057 5/26/2010
VENDOR SET: 01
FUND : 710 SOLID WASTE AUTHORITY
DEPARTMENT: 0912 SOLID WASTE COLLECTIONS BANK: FNBAP
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00255	CLINTON LAUNDRY					
		I-536632	710-40912-2435	UNIFORM SERVI UNIFORM RENTAL	000000	75.75
		I-538059	710-40912-2435	UNIFORM SERVI UNIFORM RENTAL	000000	75.75
		I-539392	710-40912-2435	UNIFORM SERVI UNIFORM SERVICE	000000	75.75
		I-540759	710-40912-2435	UNIFORM SERVI UNIFORM RENTAL	000000	75.75
		I-542481	710-40912-2435	UNIFORM SERVI UNIFORM RENTAL	000000	82.75
01-00260	ELK SUPPLY CO INC					
		I-S10-408	710-40912-2410	OPERATING SUP KEYS	000000	10.50
01-00730	FARM PLAN/ATWOODS					
		I-2890511	710-40912-2426	PARTS - DUMPS TRASH CAN	000000	119.59
01-01260	WESTERN EQUIPMENT LLC					
		I-11687	710-40912-2420	TIRES, BATTER FLAT REPAIR #15	000000	25.00
01-01535	OKLAHOMA NATURAL GAS CO					
		I-01-JUN-10	710-40912-2080	NATURAL GAS C NATURAL GAS SERVICE	000000	0.00
01-01620	REGIONS INTERSTATE BILL					
		I-N909924	710-40912-2045	VEHICLE REPAI RPRS ON #20 PETERBILT	000000	404.57
01-04215	WELDON PARTS					
		I-440291-00	710-40912-2422	PARTS-EQUIPME OIL CAP	000000	5.19
01-04605	O'REILLY AUTOMOTIVE INC					
		I-0243-206299	710-40912-2422	PARTS-EQUIPME RAG/GREASE	000000	77.80
01-06145	A-OK LOCK & KEY					
		I-S10-373	710-40912-2410	OPERATING SUP KEY	000000	3.00
01-09435	AMERICAN ELECTRIC POWER					
		I-5-26-10	710-40912-2075	ELECTRIC CHAR ELECTRIC SERVICE/ALL DEPTS	000000	0.00
01-10545	STAPLES CREDIT PLAN					
		I-C602560001	710-40912-2405	OFFICE SUPPLI 4X3 CORK BOARD	000000	81.49
01-11680	PENDPAC INC.					
		I-0053607-IN	710-40912-2422	PARTS-EQUIPME ON SWITCH #20 #21 /FREIGH	000000	353.67
		I-0053609-IN	710-40912-2422	PARTS-EQUIPME ROLLER/WASHER/RING/FREIGHT	000000	124.94
01-12180	WESTERN OK TIRE & SERVI					
		I-11536	710-40912-2420	TIRES, BATTER USED TIRE UNIT 15	000000	75.00
		I-11634	710-40912-2420	TIRES, BATTER TIRES (2) #23	000000	272.00
		I-11670	710-40912-2420	TIRES, BATTER TIRES # 20	000000	1,202.96
01-13540	TOTER INCORPORORATED					
		I-KB262157	710-40912-3030	OTHER EQUIPME POLY KARTS/FREIGHT C	000000	8,150.00
				DEPARTMENT 0912 SOLID WASTE COLLECTIONS TOTAL:		11,291.46
				FUND 710 SOLID WASTE AUTHORITY TOTAL:		11,291.46

PUBLIC NOTICE OF A REGULAR MEETING
OF THE HOSPITAL AUTHORITY
TUESDAY, JUNE 1, 2010 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Meeting status: Completed

1. Call to Order

2. Opening Prayer Roy Dobbs, First Church of God

3. Consent Agenda

    A. Consider Approval of Minutes of Previous Meeting Hospital Authority Solid Waste Authority
    Recreational Authority Industrial Authority

    B. Consider Claims
    Solid Waste Authority
    Recreational Authority Industrial Authority

4. Action Items:

5. City Managers Report

6. Audience Participation

7. Adjournment

Filed this 27th Day of May, 2010. Posted on the bulletin board in the lobby of the Clinton City Hall on May 27, 2010 at 1:30 p.m.

MINUTES OF HOSPITAL AUTHORITY MEETING, MAY 4, 2010

Minutes of a regular meeting of the Chairman and Trustee of the Clinton Hospital Authority of Clinton, Oklahoma, Custer County, held in the City Council Room, City Hall on Tuesday, May 4, 2010 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 April 30, 2010.

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

CHAIRMAN: Allen Bryson
TRUSTEES: Steve Jones, 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: Charles Fry, Scott Moore, Toby Baker, Alvin Williams, Arnold Adams, Mary Helen Jones, Cody Farmer, and others.

Alvin Williams 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 6, 2010
B. Consider Claims

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

Chairman put the motion to a roll call vote:

Aye: Marcy, Jones, 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 Jones and seconded by Trustee Wheeler that the meeting adjourn.

Chairman put the motion to a roll call vote

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

Chairman declared the meeting adjourned at 5:32 pm.

PUBLIC NOTICE OF A REGULAR MEETING
OF THE AIRPORT AUTHORITY
TUESDAY, JUNE 1, 2010 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Meeting status: Completed

1. Call to Order
2. Opening Prayer Roy Dobbs, First Church of God
3. Consent Agenda
    A. Consider Approval of Minutes of May 4, 2010
    B. Consider Claims
4. Action Items:
    A. Consider Resolution No. AA10-01 regarding Agreement with FAA for Grant #3-40-0021-009-2010 for the Installation of Taxiway Lights, Signs and Rotating Beacon with Tower at Clinton Regional Airport
    B. Authorize Chairman to Sign Federal Grant Agreement for Clinton Regional Airport
5. City Managers Report
6. Audience Participation
7. Adjournment
    A. Proceed to Public Works Authority Agenda

Filed this 27th Day of May, 2010 Posted on the bulletin board in the lobby of the Clinton City Hall on May 27, 2010 at 1:30 p.m.

AA050410

MINUTES OF AIRPORT AUTHORITY MEETING ON MAY 4, 2010

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 4, 2010 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 April 30, 2010.

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

CHAIRMAN: Allen Bryson
TRUSTEES: Steve Jones, 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: Charles Fry, Arnold Adams, Scott Moore, Toby Baker, Alvin Williams, Mary Helen Jones, Cody Farmer and others.

Alvin Williams 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 20, 2010
B. Consider Claims

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

Chairman put the motion to a roll call vote:

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

Chairman declared the motion carried.

AGENDA ITEM NO. 4 ACTION ITEMS

4A. CONSIDER BIDS FOR INSTALLATION OF TAXIWAY LIGHTS AND SIGNAGE AT CLINTON REGIONAL AIRPORT

Staff had advertised for bids for installation of taxiway lights and signage at Clinton Regional Airport. Two bids and the engineer's estimate were submitted.

Engineer's Estimate	Libra Electric Co.	Williams Electric
Base Bid $346,318.80	Okla. City, OK	Clinton, OK
Alt. #1 $60,000.00	Base Bid: $327,196.30	Base Bid: $295,609.95
	Alt #1 $37,100.00	Alt. #1 $43,286.00

Motion was made by Trustee Jordan and seconded by Trustee Marcy to approve the low and best bid pending review and acceptance by staff.

Chairman put the motion to a roll call vote:

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

Chairman declared the motion carried.

AGENDA ITEM NO .5: CITY MANAGER'S REPORT

None

AGENDA ITEM NO. 6: AUDIENCE PARTICIPATION

None

AGENDA ITEM NO. 7: ADJOURNMENT

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

Chairman put the motion to a roll call vote.

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

Chairman declared the meeting adjourned at 5:36 pm.

PACKET: 04033 5/17/2010
VENDOR SET: 01
FUND : 720 CLINTON AIRPORT AUTHORITY
DEPARTMENT: 2700 AIRPORT BANK: FNBAP
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION		CHECK#	AMOUNT
01-01925	AT&T						
		I-MAY 2010	720-42700-2005	TELEPHONE	TELEPHONE SERVICE	064139	95.93
01-08995	WESTERN OKLA AVIATION,L						
		I-5-3-10	720-42700-2142	MGMT FEE/FBO	HANGAR MNGMT APRIL 2010	064166	698.00
01-09435	AMERICAN ELECTRIC POWER						
		I-MAY 10	720-42700-2075	ELECTRIC CHAR	ELECTRIC SERVICE/ALL DEPTS	064137	0.00
01-11025	L & P ENTERPRISES						
		I-JUNE 10	720-42700-2120	CONTRACTUAL S	AWOS SRVC AGNT OCT09	064154	150.00
01-11250	VAISALA INC						
		I-MAY 10	720-42700-2120	CONTRACTUAL S	MTHLY DATA SRV MAINT	064165	100.00
01-13175	FLEETCOR DBA/FUELMAN						
		I-NP24697384	720-42700-2425	FUEL, OIL, ET	FUEL USE	064152	229.74

DEPARTMENT 2700 AIRPORT TOTAL: 1,273.67

FUND 720 CLINTON AIRPORT AUTHORITYTOTAL: 1,273.67

PACKET: 04057 5/26/2010
VENDOR SET: 01
FUND : 720 CLINTON AIRPORT AUTHORITY
DEPARTMENT: 2700 AIRPORT BANK: FNBAP
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-02395	WILLIAMS ELECTRIC CO IN	I-14877	720-42700-2055	MAINTENANCE/O WORK ON BEACON @ AIRPORT	000000	135.97
01-02915	OK CORPORATION COMM	I-2009937	720-42700-2120	CONTRACTUAL S ANNUAL STRGE TNK REG. #5/#6	000000	50.00
01-04015	TERMINIX INTERNATIONAL	I-295097567	720-42700-2130	FACILITIES RE TERMITE TRTMT CRA	000000	1,250.00
01-08995	WESTERN OKLA AVIATION,L	I-June 2010	720-42700-2142	MGMT FEE/FBO FBO MGMT FEE	000000	4,500.00
01-09410	CIRCLE R ASPHALT, LLC	I-.1	720-42700-2132	AIRPORT PAVEM CRACK SEAL RPRS TO CRA PROP	000000	3,592.00
01-09435	AMERICAN ELECTRIC POWER	I-5-26-10	720-42700-2075	ELECTRIC CHAR ELECTRIC SERVICE/ALL DEPTS	000000	0.00
				DEPARTMENT 2700 AIRPORT TOTAL:		9,527.97
				FUND 720 CLINTON AIRPORT AUTHORITYTOTAL:		9,527.97

RESOLUTION NO. AA10-01

A RESOLUTION OF THE CLINTON AIRPORT AUTHORITY TO APPROVE A GRANT AGREEMENT FROM THE FEDERAL AVIATION ADMINISTRATION FOR CLINTON REGIONAL AIRPORT

WHEREAS, grant fund for the installation of Taxiway lights, Signs and Rotating Beacon with Tower at Clinton Regional Airport are available, and

WHEREAS, grant funds are available in the amount of $391,617.00; and

WHEREAS, it would be beneficial to the City of Clinton to participate in the program to improve the facilities at the Clinton Regional Airport;

NOW THEREFORE, be it resolved that the Trustees of the Clinton Airport Authority do authorize and approve the agreement with the Federal Aviation Administration for funding to install taxiway lights, signs and rotating beacon with tower at Clinton Regional Airport.

ADOPTED this 1st day of June 2010.

_____
Allen Bryson, Chairman

ATTEST:

_____
Lisa Anders, City Clerk

PUBLIC NOTICE OF A REGULAR MEETING
OF THE CITY COUNCIL
TUESDAY, JUNE 1, 2010 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Meeting status: Completed

1. Call to Order

2. Opening Prayer Roy Dobbs, First Church of God

3. Consent Agenda

    A. Consider Approval of Minutes on May 18, 2010
    and Special Meeting of May 19, 2010

    B. Consider Claims

4. Action Items:

    A. Consider appointments to the Planning and Zoning Board for 3-year terms

    B. Consider appointment to Board of Adjustments for 3-year terms

    C. Consider appointment to Personnel Board for 6-year term

    D. Consider Agreement with South Western Oklahoma Development Authority for Professional Services regarding Community Wildfire Protection Plan

    E. Consider acceptance of Grant Award from Oklahoma State Department of Agriculture, Food and Forestry regarding the Community Wildfire Protection Plan Grant

5. City Managers Report

6. Audience Participation

7. Adjournment

Filed this 27th Day of May, 2010. Posted on the bulletin board in the lobby of the Clinton City Hall on May 27, 2010 at 1:30 p.m.

RM051810

MINUTES OF THE CLINTON CITY COUNCIL
MAY 18, 2010

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 18, 2010 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 14, 2010.

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

MAYOR: Allen Bryson
COUNCIL: John Jordan, Steve Jones, Bob Marcy, 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: Charles Fry, Arnold Adams, David Crabtree, and others.

Councilman John Jordan 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 May 4, 2010 and Special Meeting May 11, 2010

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

Mayor put the motion to a roll call vote:

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

Mayor declared the motion carried.

AGENDA ITEM NO. 4 ACTION ITEMS

4A. CONSIDER RESOLUTION 790 REGARDING SETTING 2010 MUNICIPAL ELECTION DATES

Resolution 790 was presented setting the dates for filing period, election dates and term dates for Ward Two, Ward Four and Mayor.

Motion was made by Councilman Jones and seconded by Councilman Marcy to approve Resolution 790 regarding setting the 2010 Municipal Election dates.

Mayor put the motion to a roll call vote:

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

Mayor declared the motion carried.

4B. CONSIDER PROCLAMATION REGARDING NATIONAL SAFE BOATING WEEK

Motion was made by Councilman Marcy and seconded by Councilman Jordan to approve the proclamation regarding declaring May 22 through May 28, 2010 as National Safe Boating Week.

Mayor put the motion to a roll call vote:

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

Mayor declared the motion carried.

4C. CONSIDER RESOLUTION 791 REGARDING NOMINATION OF TRUSTEE TO OKLAHOMA MUNICIPAL RETIREMENT FUND BOARD

George Wilkerson of Weatherford has completed his term on the Oklahoma Municipal Retirement Fund Board leaving a vacancy for District Seven. City Manager Grayson Bottom said he would like the opportunity to serve on the OMRF Board.

Motion was made by Councilman Jordan and seconded by Councilman Marcy to approve Resolution 791 regarding nomination of Grayson Bottom to serve as a Trustee on the Oklahoma Municipal Retirement Fund Board.

Mayor put the motion to a roll call vote:

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

Mayor declared the motion carried.

5. CITY MANAGER'S REPORT

City Manager Grayson Bottom reported that the waterline replacement project is continuing. He said the second budget work session is scheduled for Wednesday, May 19, 2010 at 8:30 a.m. at the Frisco Center.

Councilman Jones asked about the delay time of the telephone notification system in regard to the storm last week.

City Manager Bottom said the telephone notification system was not intended as a storm warning system.

Councilman Jones said the storm sirens are outside warning systems and not designed to alarm people inside their homes.

City Manager Bottom said the City has applied for a grant for the purchase of weather radios. He said the radios would be programmed by the Fire Department and would be distributed on a priority basis.

6. AUDIENCE PARTICIPATION

None

AGENDA ITEM NO. 7: ADJOURNMENT

Moved by Councilman Wheeler and seconded by Councilman Jones to adjourn the meeting.

Mayor put the motion to a roll call vote:

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

Mayor declared the meeting adjourned at 5:45 P.M.

RESOLUTION NO. 791

A RESOLUTION OF THE CITY/TOWN COUNCIL OF THE CITY/TOWN OF CLINTON NOMINATING GRAYSON BOTTOM AS A CANDIDATE TO FILL AN OPEN POSITION ON THE BOARD OF TRUSTEES OF THE OKLAHOMA MUNICIPAL RETIREMENT FUND (OMRF) REPRESENTING DISTRICT 7 FOR A FIVE YEAR TERM BEGINNING OCTOBER 1, 2010 THROUGH OCTOBER 1, 2015.

WHEREAS, The Oklahoma Municipal Retirement Fund Director, Cindy Shattuck, has notified the member's of District 7 that a five year term on the Board of Trustees is expiring September 30, 2010; and

WHEREAS, OMRF is governed by a Board of Trustees who are nominated and elected by member cities, and towns and municipal agencies.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City/Town of Clinton that they do hereby nominate Grayson Bottom, for election to the OMRF Board of Trustees.

END

The undersigned hereby certify that the foregoing Resolution was duly adopted and approved by the Mayor/City Council of the City/Town of Clinton on the 18 day of May, 2010.

Mayor/Chair

Attest:

City Clerk/Secretary

RESOLUTION NO. 790

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 27, 2010;** ***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 2, 2010; 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 4, 2011; and

Filing period for the above mentioned office will be for 8 o'clock A.M., Monday, June 7, 2010 through 5 o'clock P.M. Wednesday, June 9, 2010, 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 18 **day of** May **, 2010.**

Allen Bryson

Allen Bryson, Mayor

ATTEST:

Lisa Anders

Lisa Anders, City Clerk

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

Date: 5-19-10

Jeri Zitterkob by Ann Brown

Jeri Zitterkob, Custer County Election Board Secretary

RECEIVED
MAY 19 2010
CUSTER COUNTY
ELECTION BOARD

PROCLAMATION

Recreational boating is fun and enjoyable, and we are fortunate that we have sufficient resources to accommodate the wide variety of pleasure boating demands. However, our waterways can become crowded at times and be a place of chaos and confusion. While being a marvelous source of recreation, boating, to the unprepared, can be a risky sport. Not knowing or obeying the Navigation Rules or the nautical "Rules of the Road," drinking alcohol or taking drugs while operating a boat, or choosing not to wear your life jacket when doing so is clearly not the smart thing to do, are all examples of human error or a lack of proper judgment. One particular behavior that can reduce the number of boaters who lose their lives by drowning each year by approximately 80% is the wearing of a life jacket. It is a simple task that has the potential to reduce terrible loss in lives.

Knowledge and skills are important in reducing human error and improving judgment. If people are aware of the risk, they are likely to take the precautionary measures to protect themselves and their friends and family. That is why we must continue to spread the messages of boating safety not only during National Safe Boating Week but also throughout the entire year.

Whereas, on average, 700 people die each year in boating-related accidents in the U.S.; nearly 70% of these are fatalities caused by drowning; and

Whereas, the vast majority of these accidents are caused by human error or poor judgment and not by the boat, equipment, or environmental factors; and

Whereas, a significant number of boaters who lose their lives by drowning each year would be alive today had they worn their life jackets; and

Whereas, modern life jackets are more comfortable, more attractive, and more wearable than styles of years past and deserve a fresh look by today's boating public.

Therefore, I, Allen Bryson, do hereby support the goals of the North American Safe Boating Campaign and **proclaim May 22-28, 2010**, as National Safe Boating Week and the start of the year-round effort to promote safe boating.

In Witness Thereof, I urge all those who boat to **"Boat Smart. Boat Safe. Wear it."** and practice safe boating habits.

Given under my signature and the seal of

the City of Clinton

at the city of Clinton Oklahoma

this 18th

day of May, in 2010.

Allen Bryson, Mayor

MINUTES OF A SPECIAL MEETING OF CLINTON CITY COUNCIL, CLINTON PUBLIC WORKS AUTHORITY, CLINTON HOSPITAL AUTHORITY, CLINTON SOLID WASTE AUTHORITY, CLINTON RECREATIONAL AUTHORITY, CLINTON AIRPORT AUTHORITY AND CLINTON INDUSTRIAL AUTHORITY

WEDNESDAY, MAY 19, 2010

Minutes of a special meeting of the Mayor/ Chairman and Council/Trustees of the City of Clinton, Oklahoma, Custer County, held at the Frisco Center on Wednesday, May 19, 2010, 8:30 A.M. A notice of this meeting with agenda was posted on the bulletin board in the lobby of the Clinton City Hall on May14, 2010.

Mayor/Chairman Allen Bryson called the meeting to order with the following present:

Trustee/ Council: Terry Wheeler, Bob Marcy, Steve Jones, John Jordan
City Manager: Grayson Bottom
City Clerk: Lisa Anders
News Media: Gerald Green and Mike Smith
Others: Arnold Adams, Gene McCullough, D'Lese Travis, David Crabtree, Jordan Parman, Debra Blanchard, Wade Anders, and Rhonda Williams.

2. REVIEW OF 2010-2011 FISCAL YEAR BUDGET

City Manager Grayson Bottom reviewed the revisions from the last meeting. He said alternatives are being sought for the replacement of the roof at City Hall and he would have information available soon.

City Treasurer Debra Blanchard said she had calculated the projected totals for revenues and expenditures for June 30, 2010.

City Manager Grayson Bottom reviewed the benefit package reductions. He explained that the budget had included a 12 % rate increase for health insurance but the quote from Blue Cross Blue Shield had a 25% rate increase. BCBS submitted a quote for a $1500 deductible that had a 18% increase. He explained that 65% of the employees did not meet the current $1000 deductible. He said quotes from new providers are being sought. He described a self-insurance for the first $500 of health insurance deductible and is looking into an expanded cafeteria plan. He said the dental insurance and life insurance policies had modest increases.

City Manager Bottom said the budget will reflect an 18% rate increase for health insurance but the product purchased could look different from the current program.

City Treasurer Debra Blanchard review changes to the General Fund as recommended from the first budget work session. She explained that the Public Works Authority budget shows the $200,000 Management Fee being transferred to the General Fund. She said this fee is being assessed to the Water line item.

City Manager Bottom explained the change in retirement contributions. He explained that

last year the required city contribution had been increased and the quote for this year was higher. He said the OMRF funding is currently 114% but OMRF is looking for 30% coverage and that was the reason for the increase. He explained that the City has a one- time opportunity to make the same contribution for the 2010-2011 year and then re-evaluate next year. He explained there are other options to be considered after this one year.

City Treasurer Debra Blanchard explained that the Contingency Fund has funding for capital project that are approve for this year such as the roof at City Hall and the truck for the Fire Department in cooperation with the county.

City Manager Grayson Bottom presented that proposed rates for the Frisco Center. He said the Director D'lese Travis had compared rates to facilities that are comparable to the Frisco Center.

City Manager Grayson Bottom reported that he is very pleased with the Hospital Authority Trust. He said the investment is safe and sound. He said the yields would decrease since various investment products would be maturing within the fund and would be going back in with a lower rate.

Mayor Bryson reviewed the personnel budget options. He discussed furlough days, reduction in longevity and elimination of dental insurance. He said with the revisions implemented the carry over would be $1,473.000 with a $200,000 contingency. He said with this rate he would be comfortable with retaining the dental insurance. He recommended continue with longevity reduction unless changes occur subject to review.

City Manager Grayson Bottom pointed out that the contingency items have been budgeted in a manner such that if furlough days were reduced, the budget would not have to be amended. He said this would allow flexibility in the budget.

City Manager Bottom reported that staff had held a 71/2 hour meeting with Severn Trent and Ryan Meacham regarding the leasing of the water/wastewater treatment plants. He said the information could be presented to the Council at the first meeting in June with the pending contract to go into effect July 1, 2010. He said this would give the month of June as a transition period.

3. ADJOURN

Motion was made by Councilman Marcy and seconded by Councilman Wheeler to adjourn the meeting.

Mayor Bryson put the motion to a roll call vote:

Aye: Marcy, Wheeler, Jordan, Jones, Bryson

Nay: None

Mayor declared the meeting adjourned at 9:30 a.m.

PACKET: 04057 5/26/2010
VENDOR SET: 01
FUND : 100 GENERAL FUND
DEPARTMENT: 0100 GOVERNING BOARD
BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION		CHECK#	AMOUNT
01-00750	FEDERAL EXPRESS CORP						
		I-7-097-02262	100-40100-2635	OTHER MISCELL	MAYOR LTR OJJ BOARD MEMBERS	000000	198.32
01-01950	HOMELAND STORES INC						
		I-087905	100-40100-2410	OPERATING SUP	BUDGET MTG SUPPLIES	000000	24.98
01-02155	S W OKLA DEV AUTHORITY						
		I-ROUSHARC/CLO713-09	100-40100-2085	PROFESSIONAL	GRANT ADMIN/ROUSH CTR	000000	2,500.00
01-02740	RANDOLPH S MEACHAM, P.C						
		I-27559	100-40100-2085	PROFESSIONAL	PROFESSIONAL SERVICES	000000	156.25
				DEPARTMENT 0100	GOVERNING BOARD TOTAL:		2,879.55
01-00750	FEDERAL EXPRESS CORP						
		I-7-097-02262	100-40200-2010	POSTAGE	GRANT APP/OK ARTS	000000	18.45
01-03775	AMBUCS						
		I-5-24-10	100-40200-2605	DUES, SUBSCRI	DUES MAR/APR/MAY/JUN 2010	000000	100.00
01-04680	M & M COMPUTERS, L.L.C.						
		I-10151	100-40200-2010	POSTAGE	SHIPPING UPS CDW RMA	000000	12.19
01-07820	CDW GOVERNMENT INC						
		I-SQN2640	100-40200-2405	OFFICE SUPPLI	LASERJET P1505N/TONER GENE/PW	000000	551.40
01-09805	O.S.B.I. (BACKGROUND CK						
		I-143659	100-40200-2616	EMPLOYEE HEAL	BCKGRND CHCKS GEORGE/GOODWIN	000000	30.00
01-10340	GRAYSON BOTTOM						
		I-5-7-10	100-40200-2610	CONFERENCES,	MILEAGE RMBRSMT OML 5/5/10	000000	95.00
01-10545	STAPLES CREDIT PLAN						
		I-C60256002	100-40200-2405	OFFICE SUPPLI	BINDER CLIPS/LGL FOLDER	000000	10.47
				DEPARTMENT 0200	ADMINISTRATION TOTAL:		817.51
01-01215	LINDERER PRINTING & SUP						
		I-81117	100-40300-2405	OFFICE SUPPLI	BINDERS/CALCULATOR RIBBON	000000	104.03
		I-81194	100-40300-2405	OFFICE SUPPLI	DEPOSIT STAMP UTILITY OFFICE	000000	15.95
01-03250	TYLER TECHNOLOGIES						
		I-166883	100-40300-2020	DATA PROCESSI	AR/ACUSERVER/CC/HH/PRMT INSP	000000	3,988.00
01-03510	KIWANIS CLUB OF CLINTON						
		I-APRIL 10	100-40300-2605	DUES, SUBSCRI	CIVIC CLUB DUES D. BLANCHARD	000000	40.00

PACKET: 04049 5/25/10
VENDOR SET: 01
FUND : 100 GENERAL FUND
DEPARTMENT: N/A NON-DEPARTMENTAL
BANK: FNBAP
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1	MISCELLANEOUS VENDOR					
	HILDEBERTO NUNEZ M	I-TO9-0605	100-2501	CURRENT MC RE HILDEBERTO NUNEZ MEDRANO: RFND 000000		200.00
				DEPARTMENT NON-DEPARTMENTAL TOTAL:		200.00
				FUND 100 GENERAL FUND TOTAL:		200.00

PACKET: 04025 5/13/10
VENDOR SET: 01
FUND : 100 GENERAL FUND
DEPARTMENT: N/A NON-DEPARTMENTAL
BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-04550	C.L.E.E.T.					
		I-5-11-10	100-2600	DUE TO STATE APRIL 2010 ACT. RPT/FEES	064132	811.72
01-09370	O.S.B.I.					
		I-5-11-10	100-2600	DUE TO STATE APRIL 2010 RPT/FOR. AFIS FEES	064134	879.97
				DEPARTMENT NON-DEPARTMENTAL TOTAL:		1,691.69
				FUND 100 GENERAL FUND TOTAL:		1,691.69

PACKET: 04033 5/17/2010
VENDOR SET: 01
FUND : 100 GENERAL FUND
DEPARTMENT: N/A NON-DEPARTMENTAL
BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-14985	OK UNIFORM BUILDING COD					
		I-5-4-10	100-2601	DUE TO STATE- PERMIT/FEES COLLECTED APRIL 10	064161	304.00
				DEPARTMENT NON-DEPARTMENTAL TOTAL:		304.00
01-06095	LAWRENCE & PAULA SAWATZ					
		I-5-7-10	100-40100-2630	COMMUNITY PRO ANNUAL BBOARD RNTL EAST SIGN	064163	300.00
01-11290	CSG SYSTEMS, INC DBA/DA					
		I-64655	100-40100-2015	PRINTING APRIL 2010 BILLING	064146	125.00
01-13175	FLEETCOR DBA/FUELMAN					
		I-NP24697384	100-40100-2650	CONTRIBUTION FUEL USE	064152	403.57
		I-NP24697384	100-40100-2650	CONTRIBUTION FUEL USE	064152	0.00
01-14185	ACCURINT					
		I-MAY 2010	100-40100-2085	PROFESSIONAL IDENTITY THEFT/SKIP TR SR	064155	30.00
				DEPARTMENT 0100 GOVERNING BOARD TOTAL:		858.57
01-01925	AT&T					
		I-MAY 2010	100-40200-2005	TELEPHONE TELEPHONE SERVICE	064139	477.46
01-13175	FLEETCOR DBA/FUELMAN					
		I-NP24697384	100-40200-2425	FUEL, OIL, ET FUEL USE	064152	125.72
				DEPARTMENT 0200 ADMINISTRATION TOTAL:		603.18
01-01925	AT&T					
		I-MAY 2010	100-40300-2005	TELEPHONE TELEPHONE SERVICE	064139	214.53
01-11290	CSG SYSTEMS, INC DBA/DA					
		I-64655	100-40300-2120	CONTRACTUAL S APRIL 2010 BILLING	064146	2,607.38
				DEPARTMENT 0300 FINANCE TOTAL:		2,821.91
01-01925	AT&T					
		I-MAY 2010	100-40400-2005	TELEPHONE TELEPHONE SERVICE	064139	30.49
				DEPARTMENT 0400 LEGAL AND COURTS TOTAL:		30.49
01-00615	DEPT OF PUBLIC SAFETY					
		I-MAY 10	100-40501-2110	RENTAL CHARGE LEASE OLET EQUIP/SYST	064147	350.00

PACKET: 04057 5/26/2010
VENDOR SET: 01
FUND : 100 GENERAL FUND
DEPARTMENT: 0300 FINANCE
BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-04680	M & M COMPUTERS, L.L.C.					
		I-10137	100-40300-2010	POSTAGE SHIPPING OLD MTR HAND HELDS	000000	13.72
01-10505	A/C/E SUPPLY & SERV INC					
		I-01655	100-40300-2405	OFFICE SUPPLI 2 TNR CART. FINANCE/UTILITY	000000	210.00
01-10545	STAPLES CREDIT PLAN					
		I-D147932001	100-40300-2405	OFFICE SUPPLI BUDGET NOTEBOOKS/TABS	000000	91.75
		I-D278893001	100-40300-2405	OFFICE SUPPLI BINDERS	000000	54.90
				DEPARTMENT 0300 FINANCE TOTAL:		4,518.35
01-13750	AMERICAN MUNICIPAL SERV					
		I-5974	100-40400-2120	CONTRACTUAL S COURT COLL. APRIL 2010	000000	273.50
01-14640	UNITED RIBBON COMPANY,					
		I-774192	100-40400-2405	OFFICE SUPPLI TONER	000000	96.50
				DEPARTMENT 0400 LEGAL AND COURTS TOTAL:		370.00
01-00595	DOLLAR GENERAL CHARGED					
		I-1396721	100-40503-2431	PRISONER BOAR SUPPLIES (JAIL)	000000	66.10
		I-1396738	100-40503-2431	PRISONER BOAR SUPPLIES -- CUPS/PLSTC CUTLERY	000000	21.00
01-00735	FARMER BROTHERS CO					
		I-52141548	100-40503-2431	PRISONER BOAR COFFEE SERVICE MAY	000000	135.60
01-01125	K-MART #4782					
		I-1014	100-40503-2431	PRISONER BOAR COFFEE POT (JAIL)	000000	9.99
01-01250	LOCKE SUPPLY COMPANY					
		I-12745557-00	100-40503-2470	FACILITIES MA RPRS JAIL -- URINAL KIT	000000	11.87
01-01950	HOMELAND STORES INC					
		I-087920	100-40503-2431	PRISONER BOAR GROCERIES JAIL	000000	56.33
01-02240	SPECIAL-OPS UNIFORMS, I					
		I-140343	100-40503-2435	UNIFORM SERVI PARKER - PANTS, HEM, BRAID	000000	178.97
01-12180	WESTERN OK TIRE & SERVI					
		I-11641	100-40503-2420	TIRES, BATTER USED TIRE/FLAT RPR UNIT #30	000000	30.00
		I-11694	100-40503-2420	TIRES, BATTER MOUNT BAL./FLAT RPR UNIT #2	000000	40.00
01-14640	UNITED RIBBON COMPANY,					
		I-774192	100-40503-2410	OPERATING SUP TONER POLICE DISPATCH/TONER	000000	517.80
				DEPARTMENT 0503 POLICE OPERATIONS TOTAL:		1,067.66

PACKET: 04033 5/17/2010
VENDOR SET: 01
FUND : 100 GENERAL FUND
DEPARTMENT: 0501 POLICE ADMINISTRATION BANK: FNBAP
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01925	AT&T	I-MAY 2010	100-40501-2005	TELEPHONE TELEPHONE SERVICE	064139	372.22
01-13175	FLEETCOR DBA/FUELMAN	I-NP24697384	100-40501-2425	FUEL, OIL, ET FUEL USE	064152	75.96
				DEPARTMENT 0501 POLICE ADMINISTRATION TOTAL:		798.18
01-01925	AT&T	I-MAY 2010	100-40502-2005	TELEPHONE TELEPHONE SERVICE	064139	0.00
				DEPARTMENT 0502 POLICE SUPPORT SERVICES TOTAL:		0.00
01-13175	FLEETCOR DBA/FUELMAN	I-NP24697384	100-40503-2425	FUEL, OIL, ET FUEL USE	064152	2,414.28
				DEPARTMENT 0503 POLICE OPERATIONS TOTAL:		2,414.28
		I-NP24697384	100-40504-2425	FUEL, OIL, ET FUEL USE	064152	241.17
				DEPARTMENT 0504 POLICE ANIMAL CONTROL TOTAL:		241.17
		I-NP24697384	100-40505-2425	FUEL, OIL, ET FUEL USE	064152	121.34
				DEPARTMENT 0505 PD/CODE ENFORCEMENT TOTAL:		121.34
01-01925	AT&T	I-MAY 2010	100-40601-2005	TELEPHONE TELEPHONE SERVICE	064139	211.18
				DEPARTMENT 0601 FIRE ADMINISTRATION TOTAL:		211.18
01-13175	FLEETCOR DBA/FUELMAN	I-NP24697384	100-40606-2425	FUEL, OIL, ET FUEL USE	064152	1,119.76
				DEPARTMENT 0606 FIRE PROTECTION TOTAL:		1,119.76
01-09435	AMERICAN ELECTRIC POWER	I-MAY 10	100-40607-2456	STORM SIREN M ELECTRIC SERVICE/ALL DEPTS	064137	57.24
				DEPARTMENT 0607 EMERGENCY MGMT TOTAL:		57.24

PACKET: 04057 5/26/2010
VENDOR SET: 01
FUND : 100 GENERAL FUND
DEPARTMENT: 0504 POLICE ANIMAL CONTROL
BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00730	FARM PLAN/ATWOODS					
		I-2885810	100-40504-2410	OPERATING SUP SUPPLIES ANIMAL CONTROL	000000	22.48
		I-2896843	100-40504-2410	OPERATING SUP SUPPLIES ANIMAL CONTROL	000000	11.99
01-03065	AIRGAS MID SOUTH, INC					
		I-106438029	100-40504-2410	OPERATING SUP CARBON MONOXIDE	000000	135.32
01-08685	JIM F BONHAM, D.V.M.					
		I-5-14-10	100-40504-2410	OPERATING SUP EUTH DOG	000000	5.00
		I-5-18-10	100-40504-2410	OPERATING SUP EUTH KITTEN	000000	5.00
01-1	MISCELLANEOUS VENDOR					
LA QUINTA INN		I-08311377	100-40504-2615	TRAINING & DE LA QUINTA INN:DENNEY MUSKOGEE	000000	162.74
JAMES DENNEY		I-5-25-10	100-40504-2615	TRAINING & DE JAMES DENNEY: MEAL REMBRSMNT	000000	23.71
				DEPARTMENT 0504 POLICE ANIMAL CONTROL TOTAL:		366.24
01-00255	CLINTON LAUNDRY					
		I-536632	100-40505-2435	UNIFORM SERVI UNIFORM RENTAL	000000	5.25
		I-538059	100-40505-2435	UNIFORM SERVI UNIFORM RENTAL	000000	5.25
		I-539392	100-40505-2435	UNIFORM SERVI UNIFORM SERVICE	000000	5.25
		I-540759	100-40505-2435	UNIFORM SERVI UNIFORM RENTAL	000000	5.25
		I-542481	100-40505-2435	UNIFORM SERVI UNIFORM RENTAL	000000	5.25
01-00320	CLINTON DAILY NEWS					
		I-LN#20814	100-40505-2025	LEGAL PUBLICA ABATEMENT NOTICE LN#20814	000000	108.45
		I-LN#20842	100-40505-2025	LEGAL PUBLICA LEGAL PUBLICATION	000000	86.20
01-00730	FARM PLAN/ATWOODS					
		I-2900306	100-40505-2455	SAFETY EQUIPM WORK BOOT TOBY ANDERS	000000	99.99
01-11965	LEON SCARLETT SR					
		I-4-27-10	100-40505-2092	NUISANCE ABAT MOWING (107 E LOCUST)	000000	85.00
		I-5-17-2010	100-40505-2092	NUISANCE ABAT MOWING (1025 GLENN SMITH)	000000	125.00
01-12635	CHARLES WHITETAIL DBA/C					
		I-1002.	100-40505-2092	NUISANCE ABAT MOWING	000000	255.00
01-14455	BOB RIGNEY					
		I-624151	100-40505-2092	NUISANCE ABAT MOWING 7TH AND OPAL	000000	150.00
				DEPARTMENT 0505 PD/CODE ENFORCEMENT TOTAL:		935.89
01-00595	DOLLAR GENERAL CHARGED					
		I-1396739	100-40601-2470	FACILITIES MA SUPPLIES - FIRE DEPT	000000	51.50
01-00730	FARM PLAN/ATWOODS					

PACKET: 04057 5/26/2010
VENDOR SET: 01
FUND : 100 GENERAL FUND
DEPARTMENT: 0601 FIRE ADMINISTRATION BANK: FNBAP
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00730	FARM PLAN/ATWOODS	continued				
		I-2886043	100-40601-2435	UNIFORM SERVI 8 PR ANDERS/ CARPENTER/ROPE	000000	151.92
01-01250	LOCKE SUPPLY COMPANY					
		I-12685084-00	100-40601-2470	FACILITIES MA 1 BOX FLUORESCENT BULBS	000000	39.34
		I-12720644-00	100-40601-2470	FACILITIES MA BULBS	000000	50.76
01-04060	CLINTON ABSTRACT CO INC					
		I-June 2010	100-40601-2110	RENTAL CHARGE MTHLY BLDG LEASE	000000	175.00
				DEPARTMENT 0601 FIRE ADMINISTRATION TOTAL:		468.52
01-00255	CLINTON LAUNDRY					
		I-537321	100-40606-2111	LAUNDRY RENTA LAUNDRY RENTAL	000000	33.40
		I-539998	100-40606-2111	LAUNDRY RENTA LAUNDRY RENTAL	000000	53.45
		I-543064	100-40606-2111	LAUNDRY RENTA LAUNDRY RENTAL	000000	34.44
01-00260	ELK SUPPLY CO INC					
		I-598781/5	100-40606-2422	PARTS - EQUIP VELCRO	000000	3.99
		I-598820/5	100-40606-2422	PARTS - EQUIP NUTS/BOLTS	000000	6.32
		I-598830/5	100-40606-2422	PARTS - EQUIP NUTS/BOLTS	000000	1.06
01-00300	CASCO INDUSTRIES, INC					
		I-083390	100-40606-2435	UNIFORM SERVI 3 PAIRS FIREFIGHTING GLOVES	000000	189.00
01-00410	LOWELL GRAY					
		I-24254	100-40606-2422	PARTS - EQUIP DOOR REMOTE REPAIR	000000	110.00
01-00730	FARM PLAN/ATWOODS					
		I-2886043	100-40606-2422	PARTS - EQUIP TOW ROPE BP-101	000000	33.99
		I-2900388	100-40606-2422	PARTS - EQUIP HOSE AND NOZZLES	000000	75.97
01-01250	LOCKE SUPPLY COMPANY					
		I-12821629-00	100-40606-2422	PARTS - EQUIP LIGHT BALLAST FRONT STATION	000000	56.67
01-02465	ZEE MEDICAL SERVICE CO					
		I-2710387	100-40606-2455	SAFETY EQUIPM REFILL 1ST AID BOX	000000	28.75
01-03810	TUFF FIRE & SAFETY					
		I-13056	100-40606-2422	PARTS - EQUIP BREATHING AIR TEST	000000	105.00
01-04605	O'REILLY AUTOMOTIVE INC					
		I-0243-19973	100-40606-2421	PARTS - VEHIC ANTI-FREEZE	000000	8.99
		I-0243-200854	100-40606-2421	PARTS - VEHIC FILTERS FOR TRK #8	000000	32.89
		I-0243-201236	100-40606-2421	PARTS - VEHIC FILTERS TRK # 8/BATTERIES	000000	240.31
		I-0243-203528	100-40606-2421	PARTS - VEHIC BREAK PADS UNIT #10	000000	35.29
01-06415	FOUR SEASONS HEAT&AIR I					

PACKET: 04057 5/26/2010
VENDOR SET: 01
FUND : 100 GENERAL FUND
DEPARTMENT: 0606 FIRE PROTECTION BANK: FNBAP
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-06415	FOUR SEASONS HEAT&AIR I continued					
		I-16002	100-40606-2422	PARTS - EQUIP SCHEDULED MAINTENANCE AC	000000	133.85
01-14920	MOORE MEDICAL, LLC					
		I-96026087RI	100-40606-2421	PARTS - VEHIC MEDICAL SUPPLIES RESCUE TRCK	000000	95.94
				DEPARTMENT 0606 FIRE PROTECTION TOTAL:		1,279.31
01-09435	AMERICAN ELECTRIC POWER					
		I-5-26-10	100-40607-2456	STORM SIREN M ELECTRIC SERVICE/ALL DEPTS	000000	0.00
				DEPARTMENT 0607 EMERGENCY MGMT TOTAL:		0.00
01-00255	CLINTON LAUNDRY					
		I-536632	100-41000-2435	UNIFORM SERVI UNIFORM RENTAL	000000	9.75
		I-538059	100-41000-2435	UNIFORM SERVI UNIFORM RENTAL	000000	9.75
		I-539392	100-41000-2435	UNIFORM SERVI UNIFORM SERVICE	000000	9.75
		I-540759	100-41000-2435	UNIFORM SERVI UNIFORM RENTAL	000000	9.75
		I-542481	100-41000-2435	UNIFORM SERVI UNIFORM RENTAL	000000	9.75
				DEPARTMENT 1000 INSPECTION TOTAL:		48.75
		I-536632	100-41208-2435	UNIFORM SERVI UNIFORM RENTAL	000000	57.75
		I-538059	100-41208-2435	UNIFORM SERVI UNIFORM RENTAL	000000	57.75
		I-539392	100-41208-2435	UNIFORM SERVI UNIFORM SERVICE	000000	57.75
		I-540759	100-41208-2435	UNIFORM SERVI UNIFORM RENTAL	000000	48.50
		I-542481	100-41208-2435	UNIFORM SERVI UNIFORM RENTAL	000000	57.75
01-00260	ELK SUPPLY CO INC					
		I-599367/5	100-41208-2476	SIDEWALK REPA SUPPLIES - CURB RPR SHORT STRT	000000	14.63
		I-599786/5	100-41208-2485	STREET REPAIR REBAR CURB/8TH & GARY	000000	5.29
01-00590	DOLESE BROTHERS CO.					
		I-7-01596-10	100-41208-2485	STREET REPAIR CURB 8TH/GARY	000000	300.50
01-00730	FARM PLAN/ATWOODS					
		I-2885909	100-41208-2422	PARTS-EQUIPME NYLON ROPE	000000	0.48
		I-2891155	100-41208-2425	FUEL, OIL, ET OIL CHAINSAW/PARTS CRACK SLR	000000	14.98
		I-2891155	100-41208-2421	PARTS-VEHICLE OIL CHAINSAW/PARTS CRACK SLR	000000	42.38
		I-2897199	100-41208-2410	OPERATING SUP WIRE/ANTIFREEZE	000000	17.99
		I-2897199	100-41208-2425	FUEL, OIL, ET WIRE/ANTIFREEZE	000000	8.99
01-01240	LITTKE'S STORE					
		I-030619	100-41208-2410	OPERATING SUP TRIMMER LEADS WEEDEATER	000000	64.00
01-01270	MIDSTATE TRAFFIC CONTRO					

PACKET: 04033 5/17/2010
VENDOR SET: 01
FUND : 100 GENERAL FUND
DEPARTMENT: 1000 INSPECTION
BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-13175	FLEETCOR DBA/FUELMAN					
		I-NP24697384	100-41000-2425	FUEL, OIL, ET FUEL USE	064152	92.72
				DEPARTMENT 1000 INSPECTION TOTAL:		92.72
01-01150	KIWASH ELECTRIC					
		I-MAY 2010	100-41208-2076	STREET LIGHTI INTERCHANGE LIGHTS	064153	97.36
		I-MAY 2010	100-41208-2076	STREET LIGHTI I-40/CHEROKEE LIGHTS	064153	118.25
		I-MAY 2010	100-41208-2076	STREET LIGHTI I-40/CHEROKEE LIGHTS	064153	267.84
		I-MAY 2010	100-41208-2076	STREET LIGHTI I-40/CHEROKEE LIGHTS	064153	102.34
01-01925	AT&T					
		I-MAY 2010	100-41208-2005	TELEPHONE TELEPHONE SERVICE	064139	30.49
01-09435	AMERICAN ELECTRIC POWER					
		I-MAY 10	100-41208-2076	STREET LIGHTI ELECTRIC SERVICE/ALL DEPTS	064137	7,442.45
01-13175	FLEETCOR DBA/FUELMAN					
		I-NP24697384	100-41208-2425	FUEL, OIL, ET FUEL USE	064152	2,022.34
				DEPARTMENT 1208 STREETS MAINTENANCE TOTAL:		10,081.07
01-01925	AT&T					
		I-MAY 2010	100-41600-2005	TELEPHONE TELEPHONE SERVICE	064139	30.49
01-13175	FLEETCOR DBA/FUELMAN					
		I-NP24697384	100-41600-2425	FUEL, OIL, ET FUEL USE	064152	114.21
				DEPARTMENT 1600 CEMETERY TOTAL:		144.70
01-01150	KIWASH ELECTRIC					
		I-MAY 2010	100-41700-2075	ELECTRIC CHAR BILLBOARD SIGN	064153	49.27
01-01535	OKLAHOMA NATURAL GAS CO					
		I-01 MAY 10	100-41700-2080	NATURAL GAS C NATURAL GAS SERVICE	064162	645.61
01-01925	AT&T					
		I-MAY 2010	100-41700-2005	TELEPHONE TELEPHONE SERVICE	064139	123.79
		I-MAY 2010	100-41700-2020	DATA PROCESSI TELEPHONE SERVICE	064139	0.00
01-09435	AMERICAN ELECTRIC POWER					
		I-MAY 10	100-41700-2075	ELECTRIC CHAR ELECTRIC SERVICE/ALL DEPTS	064137	3,637.87
01-11515	OK ENERGY SERVICES INC					
		I-10-04-005860-1	100-41700-2080	NATURAL GAS C APRIL 10 SERVICE CTY HLL/FRISC	064159	39.08
		I-10-04-005860-1	100-41700-2080	NATURAL GAS C MAR 10 ADJUSTMENTS	064159	5.09

PACKET: 04057 5/26/2010
VENDOR SET: 01
FUND : 100 GENERAL FUND
DEPARTMENT: 1208 STREETS MAINTENANCE BANK: FNBAP
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01270	MIDSTATE TRAFFIC CONTRO	continued				
		I-25398	100-41208-2078	TRAFFIC SIGNA RPR TRAFFIC LIGHT GARY/MODELLE	000000	827.95
01-02220	T.H. ROGERS LUMBER CO.					
		C-977204	100-41208-2410	OPERATING SUP REFUND FOR TAXES CHARGED	000000	1.31-
		I-977009	100-41208-2410	OPERATING SUP MASONARY RACK FILLER/GUNS CPL	000000	35.20
		I-977190	100-41208-2410	OPERATING SUP SUPPLIES FOR DITCH PROJECT	000000	11.86
		I-977197	100-41208-2410	OPERATING SUP SUPPLIES - DITCH PROJECT	000000	20.58
		I-977198	100-41208-2410	OPERATING SUP SUPPLIES FOR DITCH PROJECT	000000	3.26
01-09435	AMERICAN ELECTRIC POWER					
		I-5-26-10	100-41208-2076	STREET LIGHTI ELECTRIC SERVICE/ALL DEPTS	000000	0.00
01-12180	WESTERN OK TIRE & SERVI					
		I-11289	100-41208-2420	TIRES, BATTER FLAT ON SANITATION BACK-HOE	000000	40.00
		I-11539	100-41208-2420	TIRES, BATTER CASE BACK HOE FLAT REPAIR	000000	25.00
		I-SR 17543	100-41208-2420	TIRES, BATTER JOHN DEERE MOWER	000000	20.00
01-14895	UNITED ROTARY BRUSH COR					
		I-CL104597	100-41208-2422	PARTS-EQUIPME UNITED ROTARY BRUSH CORPORATIO	000000	548.86
				DEPARTMENT 1208 STREETS MAINTENANCE TOTAL:		2,280.14
01-00255	CLINTON LAUNDRY					
		I-536632	100-41600-2435	UNIFORM SERVI UNIFORM RENTAL	000000	18.00
		I-536632	100-41600-2435	UNIFORM SERVI UNIFORM RENTAL	000000	7.50
		I-538059	100-41600-2435	UNIFORM SERVI UNIFORM RENTAL	000000	18.00
		I-539392	100-41600-2435	UNIFORM SERVI UNIFORM SERVICE	000000	18.00
		I-540759	100-41600-2435	UNIFORM SERVI UNIFORM RENTAL	000000	18.00
		I-542481	100-41600-2435	UNIFORM SERVI UNIFORM RENTAL	000000	18.00
01-00720	ESTES INCORPORATED					
		I-328231	100-41600-2440	CHEMICALS ROUND UP/DIMENSION/MOLE BAIT	000000	738.39
01-00730	FARM PLAN/ATWOODS					
		I-2890692	100-41600-2422	PARTS - EQUIP SUPPLIES	000000	161.00
01-01240	LITTKE'S STORE					
		I-030634	100-41600-2470	FACILITIES MA TRIMMER LINE	000000	49.99
01-01260	WESTERN EQUIPMENT LLC					
		C-01 242169	100-41600-2422	PARTS - EQUIP CREDIT FOR MISTAKE	000000	354.48-
		I-01 242168	100-41600-2422	PARTS - EQUIP OIL, PARTS, SUPPLIES	000000	623.37
		I-01 243665	100-41600-2474	LANDSCAPING S HT101 POLE SAW/CHAIN/OIL	000000	629.60
01-02220	T.H. ROGERS LUMBER CO.					
		I-977199	100-41600-2470	FACILITIES MA SUPPLIES	000000	53.15
				DEPARTMENT 1600 CEMETERY TOTAL:		1,998.52

PACKET: 04033 5/17/2010
VENDOR SET: 01
FUND : 100 GENERAL FUND
DEPARTMENT: 1700 FACILITIES MAINTENANCE BANK: FNBAP
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-12205	CABLE ONE					
		I-MAY 2010	100-41700-2020	DATA PROCESSI MAY SERVICE - CITY HALL	064140	189.95
01-13175	FLEETCOR	DBA/FUELMAN				
		I-NP24697384	100-41700-2425	FUEL, OIL, ET FUEL USE	064152	40.65
				DEPARTMENT 1700 FACILITIES MAINTENANCE TOTAL:		4,731.31
				FUND 100 GENERAL FUND TOTAL:		24,631.10

PACKET: 04057 5/26/2010
VENDOR SET: 01
FUND : 100 GENERAL FUND
DEPARTMENT: 1700 FACILITIES MAINTENANCE BANK: FNBAP
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00255	CLINTON LAUNDRY					
		I-538059	100-41700-2435	UNIFORM SERVI UNIFORM RENTAL	000000	0.50
		I-539392	100-41700-2435	UNIFORM SERVI UNIFORM SERVICE	000000	0.50
		I-540759	100-41700-2435	UNIFORM SERVI UNIFORM RENTAL	000000	0.50
		I-542481	100-41700-2435	UNIFORM SERVI UNIFORM RENTAL	000000	0.50
01-00260	ELK SUPPLY CO INC					
		I-599470/5	100-41700-2470	FACILITIES MA SUPPLIES TO RPR FLAG POLE	000000	11.17
01-00735	FARMER BROTHERS CO					
		I-52141548	100-41700-2410	OPERATING SUP COFFEE SERVICE MAY	000000	84.08
01-00955	HINZ REFRIGERATION INC					
		I-008025	100-41700-2130	FACILITIES RE RPRS TO A/C UNIT EASTSIDE	000000	95.00
		I-09300	100-41700-2130	FACILITIES RE RPRS AC UNIT DRVRS EXAM BLDG	000000	630.00
01-01250	LOCKE SUPPLY COMPANY					
		I-12785928-00	100-41700-2130	FACILITIES RE SUPPLIES PLUMBING RPRS CTY HLL	000000	42.44
		I-12849921-00	100-41700-2470	FACILITIES MA EMERG EXIT LGHT FOR CITY HALL	000000	60.94
01-01535	OKLAHOMA NATURAL GAS CO					
		I-01-JUN-10	100-41700-2080	NATURAL GAS C NATURAL GAS SERVICE	000000	134.31
01-01950	HOMELAND STORES INC					
		I-089419	100-41700-2475	LAND MAINTENA MULCH CITY HALL FLOWER BED	000000	60.64
01-01990	SECURITY SERVICES					
		I-259927	100-41700-2120	CONTRACTUAL S EASTSIDE ACAD. MONTR 6/10-5/11	000000	294.00
01-09435	AMERICAN ELECTRIC POWER					
		I-5-26-10	100-41700-2075	ELECTRIC CHAR ELECTRIC SERVICE/ALL DEPTS	000000	116.04
01-09520	JUST ADD WATER IRRIGATI					
		I-2541	100-41700-2475	LAND MAINTENA RPRS TO IRRIGATION SYS/CTY HAL	000000	349.07
				DEPARTMENT 1700 FACILITIES MAINTENANCE TOTAL:		1,879.69
				FUND 100 GENERAL FUND TOTAL:		18,910.13

PACKET: 04057 5/26/2010
VENDOR SET: 01
FUND : 300 STREET & ALLEY FUND
DEPARTMENT: 1200 STREETS
BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-09435	AMERICAN ELECTRIC POWER					
		I-5-26-10	300-41200-2076	STREET LIGHT ELECTRIC SERVICE/ALL DEPTS	000000	0.00
				DEPARTMENT 1200 STREETS TOTAL:		0.00
				FUND 300 STREET & ALLEY FUND TOTAL:		0.00

PACKET: 04057 5/26/2010
VENDOR SET: 01
FUND : 430 CAPITAL IMPROVEMNT
DEPARTMENT: 0200 ADMINISTRATION
BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-15005	PC MALL GOV, INC					
		I-S58515460101	430-40200-3010	OFFICE FURNIT SERVER HARD DRVE 750 GB	000000	821.25
				DEPARTMENT 0200 ADMINISTRATION TOTAL:		821.25
01-05305	NORTHROP GRUMMAN					
		I-19151 P	430-40300-3010	OFFICE FURNIT HAND HELD COMP/SFTWRE LIC	000000	5,520.00
				DEPARTMENT 0300 FINANCE TOTAL:		5,520.00
01-14020	WELCH STATE BANK					
		I-6-1-2010	430-41208-3030	OTHER EQUIPME LEASE PURCH/DURAPATCH/SEA	000000	998.54
01-14995	HUDSON INCORPORATED					
		I-6063	430-41208-3036	STREET IMPROV DIAMOND GRINDING GARY BLVD	000000	20,000.00
				DEPARTMENT 1208 STREETS MAINTENANCE TOTAL:		20,998.54
				FUND 430 CAPITAL IMPROVEMNT TOTAL:		27,339.79

PACKET: 04057 5/26/2010
VENDOR SET: 01
FUND : 620 CEMETERY FUND
DEPARTMENT: 1600 CEMETERY BANK: FNBAP
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01220	LINDLEY FARM EQUIP INC					
		I-3341	620-41600-3000	CAPITAL OUTLA MOWER/DECK/CANOPY/MULCH	000000	8,851.60
01-02220	T.H. ROGERS LUMBER CO.					
		I-977509	620-41600-3000	CAPITAL OUTLA SUPPLIES BRICK FENCE CEMETERY	000000	1,742.00
				DEPARTMENT 1600 CEMETERY TOTAL:		10,593.60
				FUND 620 CEMETERY FUND TOTAL:		10,593.60

PACKET: 04057 5/26/2010
VENDOR SET: 01
FUND : 735 RECR AUTH CONST FUND
DEPARTMENT: 4300 ACME CONSTR
BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00590	DOLESE BROTHERS CO.					
		I-7-01232-10	735-44300-3060	PROJ CONSTR C CURB - SAND/PORTLAND CMT	000000	467.40
		I-83630	735-44300-3060	PROJ CONSTR C CONCRETE -- ABP	000000	133.50
01-1	MISCELLANEOUS VENDOR					
	MISSION HOUSE, INC	I-5-3-10	735-44300-3030	OTHER EQUIPME MISSION HOUSE, INC.: REFRIG.	000000	100.00
01-10780	ROOTS 66 SOD FARM					
		I-91709149	735-44300-3060	PROJ CONSTR C DITCHES-- SOD/DITCH	000000	1,680.00
01-12805	JESSIE MUSICK CONCRETE					
		I-689619	735-44300-3060	PROJ CONSTR C DITCH LINER - LABOR	000000	2,772.00
				DEPARTMENT 4300 ACME CONSTR TOTAL:		5,152.90
				FUND 735 RECR AUTH CONST FUND TOTAL:		5,152.90

PACKET: 04057 5/26/2010
VENDOR SET: 01
FUND : 760 CENTRAL GARAGE FUND
DEPARTMENT: 3600 CENTRAL GARAGE
BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00155	MCKINSEY FORD					
		I-75600	760-43600-2421	PARTS-VEHICLE SWITCH - POLICE	000000	53.81
		I-75624	760-43600-2421	PARTS-VEHICLE SWITCH - POLICE	000000	53.81
01-01535	OKLAHOMA NATURAL GAS CO					
		I-01-JUN-10	760-43600-2080	NATURAL GAS C NATURAL GAS SERVICE	000000	0.00
01-01570	OCT EQUIPMENT, INC					
		I-118386	760-43600-2422	PARTS-EQUIPME SEAL KIT	000000	71.86
01-01620	REGIONS INTERSTATE BILL					
		I-N910880	760-43600-2421	PARTS-VEHICLE FAN BLADE/FREIGHT	000000	173.10
		I-N911175	760-43600-2421	PARTS-VEHICLE FAN HUB/FRGHT AIR/PTRBLT	000000	996.14
01-04215	WELDON PARTS					
		I-436191-00	760-43600-2421	PARTS-VEHICLE BRAKE PROPORTIONING VALVE	000000	132.16
01-04605	O'REILLY AUTOMOTIVE INC					
		I-0243-196218	760-43600-2421	PARTS-VEHICLE HITACK/BOLTS AND WASHERS	000000	5.79
		I-0243-201258	760-43600-2421	PARTS-VEHICLE OIL FILTERS	000000	35.98
		I-0243-203579	760-43600-2421	PARTS-VEHICLE BOLTS/WASHERS	000000	10.47
		I-0243-204796	760-43600-2421	PARTS-VEHICLE BRAKE/CARB CLEANER/ DEGREASER	000000	61.58
		I-0243-204797	760-43600-2421	PARTS-VEHICLE OIL FILTERS	000000	77.76
		I-0243-204800	760-43600-2421	PARTS-VEHICLE 16 OZ MOTOR TREATMENT	000000	19.98
		I-0243-204906	760-43600-2421	PARTS-VEHICLE FUEL FILTER	000000	6.27
		I-0243-205011	760-43600-2421	PARTS-VEHICLE BRASS PLUGS	000000	4.63
		I-0243-205070	760-43600-2421	PARTS-VEHICLE OIL FILTER	000000	10.36
		I-0243-206298	760-43600-2421	PARTS-VEHICLE STARTER	000000	156.74
		I-0243-206299	760-43600-2410	OPERATING SUP RAG/GREASE	000000	30.99
01-07875	ROBERTS TRUCK CENTER					
		I-5556822	760-43600-2421	PARTS-VEHICLE OIL RETURN KIT/FRGHT	000000	12.15
01-09435	AMERICAN ELECTRIC POWER					
		I-5-26-10	760-43600-2075	ELECTRIC CHAR ELECTRIC SERVICE/ALL DEPTS	000000	0.00

DEPARTMENT 3600 CENTRAL GARAGE TOTAL: 1,913.58

FUND 760 CENTRAL GARAGE FUND TOTAL: 1,913.58

REPORT GRAND TOTAL: 174,376.45

PACKET: 04033 5/17/2010
VENDOR SET: 01
FUND : 760 CENTRAL GARAGE FUND
DEPARTMENT: 3600 CENTRAL GARAGE BANK: FNBAP
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01535	OKLAHOMA NATURAL GAS CO					
		I-01 MAY 10	760-43600-2080	NATURAL GAS C NATURAL GAS SERVICE	064162	96.81
01-01925	AT&T					
		I-MAY 2010	760-43600-2005	TELEPHONE TELEPHONE SERVICE	064139	31.58
01-09435	AMERICAN ELECTRIC POWER					
		I-MAY 10	760-43600-2075	ELECTRIC CHAR ELECTRIC SERVICE/ALL DEPTS	064137	0.00
				DEPARTMENT 3600 CENTRAL GARAGE TOTAL:		128.39
				FUND 760 CENTRAL GARAGE FUND TOTAL:		128.39
				REPORT GRAND TOTAL:		333,570.09

RE030110

APPOINTIVE BOARD MEMBERS AND TERMS

WESTERN PLAINS LIBRARY- TERM

Cheryl Lowry (4-14-06 to present)	6-30-11

PLANNING & ZONING BOARD – 3 YR TER

Mariela Acosta	7-1-10
Doyce Walker	7-1-10
Jay Wyer (7/05)	7-1-11
Julie Strong (7/08)	7-1-11
Corky Heard (Chairman)	7-1-12

BOARD OF ADJUSTMENT – 3 YR TERM

Brian Aneshansley (4/08)	7-1-10
Mariela Acosta	7-1-10
Matt Graybill (9/07)	7-1-11
David Mosburg (7/08)	7-1-11
Corky Heard (7/2/02) (Chairman)	7-1-12

PERSONNEL BOARD – 6 YR TERM

Sharon Hull	7-1-10
Paul Adams (8-21-01)	7-1-12
Sharon James (7/08)	7-1-14

MOIF BOARD – 3 YR TERM

Chris Jones	2/2011
Bob Marcy	2/2012
Kevin Brittain	2/2012
Grayson Bottom	2/2013
Curtis Constein	2/2013

FOSS CONSERVANCY DIST 4 YR TERM

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

GOLF ADVISORY BOARD 3 YR TERM

Jay Wyer	12-20-10
Luke Adams	12-20-10
Doyle Kinney (Vice)	12-20-11
Berry Sewell (10/09)	12-20-11
Brett Matlock	12-20-11
Bobby Richardson (MGA)	12-20-12
~~Gail Burns~~ (WGA)	12-20-12

Jami Young

LIBRARY ADVISORY BOARD – 3 YR TERM APPOINTED BY CITY MANAGER

Darla Johnson	7-1-10	Jerri Hough	7-1-11
Kathy Cornell	7-1-10	B.J. Arnold (12/99)	7-1-12
Pat Miskel (9/07)	7-1-11	Sally Sappington 8/03 Chrmn	7-1-12

AGREEMENT FOR PROFESSIONAL SERVICES

SOUTH WESTERN OKLAHOMA DEVELOPMENT AUTHORITY AND CITY OF CLINTON

Pursuant to this Agreement, South Western Oklahoma Development Authority ("SWODA"), an interlocal, governmental trust authority and the City of Clinton, Oklahoma ("City of Clinton"), agree as follows:

WHEREAS, the City of Clinton is a governmental entity organized and existing under the laws of the State of Oklahoma; and

WHEREAS, SWODA is a governmental entity created by the local municipalities, counties and conservation districts in Beckham, Custer, Greer, Harmon, Jackson, Kiowa, Roger Mills and Washita counties as a public trust. The mission and purpose of SWODA is to strengthen local governments by providing professional services and technical assistance, promote orderly growth and development through job creation, and the preservation of environmental integrity, and improve the quality of life by enhancing and maximizing economic and social opportunities for the region and its citizens; and

WHEREAS, SWODA has for more than 15 years promoted, fostered and otherwise provisioned for comprehensive land use planning, zoning regulation, and economic development planning and assistance in the region and has a particular interest and certain knowledge and extensive experience in working with counties and local governments with the development and deployment of such professional planning services, and in coordination with other organizations which would be of benefit to the City of Clinton; and

WHEREAS, SWODA desires to facilitate the work of the City of Clinton in support of the provision, maintenance and deployment of a Community Wildfire Protection Plan under Oklahoma Department of Agriculture, Food, and Forestry-Forestry Services program funding guidelines; and

WHEREAS, the City of Clinton desires to utilize the experience and knowledge of SWODA and to engage SWODA to provide certain program services and personnel and develop certain work products of benefit to the City of Clinton in support of its delivery of a comprehensive Community Wildfire Protection Plan; and

NOW, THEREFORE, in exchange for the consideration, covenants, agreements and premises set forth herein, the parties hereto agree as follows:

1. Scope of Work and Services.
   The Scope of Work to be provided by SWODA to the City of Clinton in performance of this Agreement shall consist of the provision of the Scope of Work and Program Services set forth in Attachment "A", attached hereto together with the other obligations set forth herein. SWODA intends that Mr. Mark Gardner shall be the lead staff person responsible for execution and completion of the obligations of SWODA in performance of this Agreement. Mr. Gardner or his designee will ensure and monitor all services that are to be performed hereunder and that appropriate resources and personnel of SWODA will be deployed to perform the appropriate tasks to the satisfaction of the City of Clinton.

2. Compensation.
Payment for work and services under the Scope of Work and Program Services section of this Agreement shall be as follows:

a. Payment on Reimbursement Basis. It is expressly understood and agreed that payments made by the City of Clinton under this Agreement are for reimbursement of expenses for the work and services and under the terms and conditions of this Agreement.
b. Compensation. Under the terms of this Agreement, SWODA agrees to perform the work and services described in the Scope of Work and Program Services, and to provide any appropriate reports or other materials required herein. The City of Clinton agrees to reimburse SWODA in an amount not to exceed ten thousand dollars ($10,000.00) for the work and services performed.
c. Additional Services and Rates of Compensation. The City of Clinton may request that SWODA provide additional work or services over and above services described in paragraph b, hereinabove. Any such additional services to be provided by SWODA to the City of Clinton shall be charged and compensated based upon the type of service at the following described rates:
    - Professional planning services -$75.00 per hour
    - Professional geographic information System (GIS) services – $75.00 per hour
    - Administrative, clerical services - $45.00 per hour
    - Other Expenses – Actual cost.

    The Parties agree that the City of Clinton shall request any additional services of SWODA in writing, and that SWODA shall be compensated at the rates herein described.

3. General Provisions.
SWODA agrees that the progression of the Scope of Work and Program Services shall to the extent possible be in a planned, systematic and logical manner, with an emphasis on the efficient and effective deployment of development of a Community Wildfire Protection Plan and other services as mutually agreed to in this agreement.
    a. SWODA shall, to the best of its ability, work with the City of Clinton and appropriate personnel of the City of Clinton and any other providers or entities having professional service agreements with the City of Clinton in order to foster a plan of benefit to the City of Clinton.
    b. SWODA agrees to provide and assign to the tasks specified in this Agreement the qualified and competent personnel necessary to accomplish the Scope of Work and Program Services in a viable, efficient and effective manner.
    c. SWODA agrees to devote its best efforts and resources to the Scope of Work and Program Services and to the City of Clinton's interests and will endeavor in every way to satisfy all the provisions of this Agreement.
    d. The standard of care applicable to SWODA's Scope of Work and Program Services will be the degree of skill and diligence normally employed by professionals and consultants performing the same or similar services.
    e. Subject to any confidentiality agreements and requirements, the parties agree to provide to each other reasonable access to and use of their respective database files and data and other statistical information relative to the Scope of Work and Program Services and activities to be performed hereunder, without cost or charges.
    f. Independent Contractor Status: the parties hereby acknowledge and covenant that SWODA is an independent contractor and will act exclusively

as an independent contractor and not as an employee of the City of Clinton in performing its duties hereunder. The parties do not intend and will not hold out that there exists any corporation, joint venture, undertaking for profit or other form of business venture or any employment relationship among the parties other than that of an independent contractor relationship. The City of Clinton will not withhold any social security tax, Medicare tax, federal unemployment tax, federal income tax, or state income tax from any compensation paid to SWODA. All such taxes, if due, are the responsibilities of SWODA, SWODA agrees not to make any claims to any welfare or retirement benefits available to qualified employees of the City of Clinton, for work done in relation to this Agreement.

4. Cancellation.
   a. The City of Clinton or SWODA may cancel this Agreement, or any portion of this Agreement, upon written notice to the other party. Such notice shall be deemed to have been received when deposited in the United States Postal Service, via certified mail, return receipt requested, with proper address and sufficient postage thereon. If the cancellation is for the convenience of the City of Clinton and not for any impropriety, default, or breach of contract on the part of SWODA, the City of Clinton shall provide sixty (60) days written notice of the cancellation. Upon receipt of written notice of cancellation whether for convenience or for cause, SWODA shall do no further work and make no further commitments or expenditures related to this Agreement without the express, written consent of the City of Clinton. If the cancellation is for the convenience of SWODA and not for any impropriety, default, or breach of contract on the part of the City of Clinton, SWODA shall provide sixty (60) days written notice of cancellation.
   b. After the date of cancellation hereof, the City of Clinton shall reimburse SWODA for Work Product and Program Services actually provided or incurred, and appropriately and properly documented by SWODA while this Agreement was in effect and incurred up to the date of cancellation, all in accordance with the billing procedure and the provisions of this Agreement.
   c. SWODA will deliver to the City of Clinton, within a reasonably prudent time of its request, such data and data files, work product, and materials requested by the City of Clinton pertaining to the Scope of Work and Program Services rendered or to be rendered hereunder.

5. Oklahoma Law.
   a. SWODA shall comply with all applicable Oklahoma laws and statutes governing the City of Clinton, and the laws of the United States of America relating or pertaining in any manner to this Agreement.
   b. The laws of the State of Oklahoma shall govern the validity of this Agreement, its interpretation, construction and performance, and any other claims related to it. The parties agree that any action, at law or in equity, regarding or relating to this Agreement shall be brought in a Court of appropriate jurisdiction in Custer County.

6. Notices.
   a. Notices to the City of Clinton shall be in writing and personally served, or faxed with receipt confirmation, or sent by certified mail to:

Mayor of the City of Clinton
P.O. Box 1177
Clinton, Oklahoma 73601-1177
Or to such other official and/or address as the City of Clinton may from time to time specify in writing to SWODA.

b. Notices to SWODA shall be in writing and personally served, or faxed with receipt confirmation, or sent by certified mail to:
Debora Glasgow, Deputy Executive Director
South Western Oklahoma Development Authority
P.O. Box 569
Burns Flat, OK 73624
Or to such other official and/or address as SWODA may from time to time specify in writing to the City of Clinton.

7. Assignment and Amendment.
This Agreement cannot be assigned or transferred unless approved in writing by the City of Clinton. This Agreement may only be modified by written amendment executed by SWODA and the City of Clinton.

8. Effective date, Agreement term and Time
This Agreement shall become effective upon execution by the City of Clinton.

APPROVED by the South Western Oklahoma Development Authority this ___ day of _____, 2010.

SWODA

_____
Debora Glasgow, Deputy Executive Director

APPROVED by the City of Clinton this _____ day of _____, 2010.

CITY OF CLINTON

_____
Allen Bryson, Mayor

ATTACHMENT A

SCOPE OF WORK and PROGRAM SERVICES

A. Convene Decision Makers

1. Form core team made up of representatives from the appropriate local governments, local fire authority, and Oklahoma Department of Agriculture, Food, and Forestry Division.

B. Involve Federal Agencies

1. Identify and engage local representatives of the USFS and BIA
2. Contact and involve other land management agencies as appropriate.

C. Engage Interested Parties

1. Contact and encourage active involvement in plan development from a broad range of interested organization and stakeholders.

D. Establish a Community Base Map

1. Work with partners to establish a baseline map of the community that defines the community's WUI and displays inhabited areas at risk, forested area that contain critical human infrastructure and forested areas at risk for large-scale fire disturbance.

E. Develop a Community Risk Assessment

1. Work with partners to develop a community risk assessment that considers fuel hazards; risk of wildfire occurrence; homes, businesses, and essential infrastructure at risk; other community values at risk; and local preparedness capability.

2. Rate the level of risk for each factor and incorporate into the base map as appropriate.

F. Establish Community Priorities and Recommendations

1. Use the base map and community risk assessment to facilitate a collaborative community discussion that leads to the identification of local priorities for fuel treatment, reducing structure ignitability, and other issues of interest, such as improving fire response capability.

2. Clearly indicate whether priority projects are directly related to protection for communities and essential infrastructure or to reducing wildfire risk to other community values.

G. Develop an Action Plan and Assessment Strategy

1. Consider developing a detailed implementation strategy accompany the CWPP, as well as a monitoring plan that will ensure long-term success.

H. Finalize Community Wildfire Protection Plan

1. Finalize the CWPP and communicate the results to the community and key partners.

OKLAHOMA STATE DEPARTMENT OF AGRICULTURE, FOOD, AND FORESTRY

GRANT AWARD

COMMUNITY WILDFIRE PROTECTION PLAN GRANT

This grant award by and between **City of Clinton** referred to as the "Grantee", and the Oklahoma Department of Agriculture, Food, and Forestry, hereinafter referred to as the "Grantor".

PROJECT: **Community Wildfire Protection Plan** **CWPP - 29 - 10**

PROJECT PERIOD: One year from the date of the Purchase Order.

GRANT AMOUNT: Not to exceed **$10,000**

GRANTEE AGREES TO:

1. Complete Community Wildfire Protection Plan in accordance with the established guidelines listed in attached addendum.

2. Submit **Expense Summary Form** and **Request for Reimbursement**

a) Include copies of itemized invoices for services or materials purchased and proof of purchase documentation (e.g. paid receipts, copies of front and back of canceled checks, etc).
b) All federal share expenses must be completed by one year following the purchase order being set up.
c) No money shall be spent or occur prior to the purchase order being issued.

3. Submit performance reports detailing progress and maintenance of project, during the entire project period. Grantor will mail these forms when required.

4. Make any books, records, documents, accounting procedures, audits, practices or any other items relevant to this agreement, regardless of type, whether in written form, computer data, or in any other form, available for examination by the Grantor, the State Auditor and Inspector, a federal auditor, or any auditor designated by Grantor. Records will be maintained for a minimum of three (3) years following the end of the project period. If an audit, litigation or other action involving records is commenced before the end of the three (3) year retention period, the records shall be maintained for three (3) years from the date that all issues arising out of the action are resolved.

5. Comply with cost principles and Code of Federal Regulations, incorporated by reference, pertaining to federal grants.

Organization	Code of Fed. Reg.	OMB Circular
State or Local Gov't.	Sec. 3015,3016,3017	A-87
Educational Institute	Sec. 3015, 3017	A-21
Non-profit Org.	Sec. 3015, 3017	A-122

6. Certify that they are not debarred from receiving federal funds by submitting a completed form ODA/FS-10, and may not conduct business with individuals or organizations debarred from federal grant projects.

7. Acknowledge receipt of and agree to comply with general requirements for all recipients of federal funds. Overview attached is incorporated by reference.

8. The Grantee will release the Department of Agriculture, Food, and Forestry from any and all liability associated with contractors, volunteers, local government employees or other persons working on the National Fire Plan Grant Program. Furthermore, nothing in this Grant Award shall be construed to change or alter the status of the employees of either the Grantor or the Grantee. At no time shall any employee, volunteer, contractor, or other designated person of the Grantee be considered an employee of the Grantor.

General Certifications
Required of All Recipients of Federal Funds

Legal Authority to Enter into the Agreement. The recipient organization possesses legal authority to enter into the agreement; that a resolution, motion or similar action has been duly adopted or passed as an official act of its governing body, authorizing the acceptance of the agreement including all understandings and assurances contained therein and directing and authorizing the person identified as the official representative of the recipient organization to act in connection with the agreement and to provide such additional information as may be required.

Conflicts of Interest. The recipient organization shall prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family business or other ties.

Lobbying Provisions. The recipient organization shall ensure that Federal funds are properly spent. In particular, except nonprofit organizations which are subject to the lobbying provisions of paragraph B.21 of the OMB Circular A-122, it will assure that funds are not used for partisan or political activity purposes.

Member of Congress. No member of, or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this agreement, or to any benefits that may arise there from; but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

Civil Rights Act. The recipient organization shall comply with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, and in accordance with Title VI of that Act, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the recipient receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement.

Sex Discrimination. The recipient organization shall comply with Title IX of the Education Amendments of 1972, 20 U.S.C. 1681, and following which prohibits discrimination on the basis of sex in Federally assisted education programs.

Handicap Discrimination. The recipient organization shall comply with section 504 of the Rehabilitation Act of 1973, as amended 29 U.S.C. 794. Section 504 provides that no otherwise qualified handicapped individual shall solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Age Discrimination. The recipient organization shall comply with the Age Discrimination Act of 1975, 42 U.S.C. 6101-6107, which prohibits unreasonable discrimination based on age, in programs or activities receiving Federal financial assistance.

Drug-Free Workplace. The recipient organization shall make a good faith effort to maintain a drug-free workplace by notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the recipient's workplace and specifying that actions will be taken against employees for violation of such prohibition.

Environmental Protection Agency's List of Violating Facilities. The recipient organization shall insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of violating facilities and that it will notify the Grantor of the receipt of any communication from the Director of the EPA, Office of Federal Activities, indicating that a facility to be utilized in the project is under consideration for listing by the EPA.

National Environmental Policy Act. The recipient organization shall comply with Public Law 91-190, the National Environmental Policy Act of 1969. The recipient or other party and the Grantor agree to direct their program activities covered by this agreement toward managing and enhancing the environment for the widest range of beneficial uses without its degradation or risk to health or safety or other undesirable consequences. The recipient or other party further agrees to assist the Grantor in the preparation of environmental statements as required by section 012(2)(c) of Public Law 91-190 for all major Federal actions taken under this agreement which might significantly affect the quality of the human environment or be highly controversial in regard to unresolved conflicts concerning the use of resources.

Clean Air Act. The recipient organization shall comply with the Clean Air Act of 1970, 42 U.S.C. 7401 and following which requires Federally assisted activities to be in conformance with the State (Clean Air) Implementation Plan.

National Historic Preservation Act. The recipient organization shall assist the Grantor in its compliance with section 106 of the National Historic Preservation Act of 1966, 16 U.S.C. 470, Executive Order 11593, and the Archeologist and Historic Preservation Act of 1974, 16 U.S.C. 469a-1, et. seq., by (i) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR, Part 800.8) by the activity, and notifying the Grantor of the existence of any such properties, and by (ii) complying with all requirements established by the awarding agency to avoid or mitigate adverse effects upon such properties.

GRANTOR AGREES TO:

1. Upon receipt of proper documentation, reimburse the Grantee 100% of eligible expenses, up to the approved grant amount and not to exceed $10,000.

2. Periodically review progress to assure the project meets federal and state guidelines, and is technically sound.

EMERGENCY AND TERMINATION CLAUSE:

If unforeseen circumstances necessitate a revision of any provision of this Agreement, the clause may be revised or appended upon agreement of both parties thereto. During the effective term of this Agreement, should the funding be reduced or limited the Department may limit, reduce or cease the monies available pursuant to this Agreement via issuance of a change order.

This contract will be considered to be in force until the expiration date. This grant may be renewed up to an additional 12 months at the same terms and conditions upon approval of the grantor. Either party may terminate this contract with a thirty (30) day written notice.

GRANTEE ACCEPTANCE:

State of Oklahoma, County of _____.

_____
Signature and Title

Subscribed and sworn to before me this ___ day of _____, 2010.

_____
Notary Public, City Clerk or Judge

Commission Expiration Date: _____

GRANTOR ACCEPTANCE: Date _____

_____
John Burwell, Director
Oklahoma Forestry Services

_____
Terry Peach
Commissioner
Oklahoma Department of Agriculture, Food, and Forestry

Addendum:

COMMUNITY WILDFIRE PROTECTION PLAN – NATIONAL FIRE PLAN REIMBURSEMENT GRANT PROGRAM

(FISCAL YEAR 2009)

General Guidelines

1. Eligible applicants are communities (cities, towns) and Fire Departments. County governments are not eligible

2. Minimum requirements of a **Community Wildfire Protection Plan, incorporated by reference,** (CWPP): (For a detailed description of minimum requirements reference "Preparing a Community Wildfire Protection Plan, A Handbook for Wildland-Urban Interface Communities" available on the Internet at http://www.safnet.org/policyandpress/cwpphandbook.pdf.)

   Oklahoma Department of Agriculture, Food, and Forestry/ Forestry Division shall supply CWPP template.

   A. Convene Decisionmakers
      i. Form a core team made up of representatives from the appropriate local governments, local fire authority, and Oklahoma Department of Agriculture, Food, and Forestry/ Forestry Division

   B. Involve Federal Agencies
      i. Identify and engage local representatives of the USFS and BIA
      ii. Contact and involve other land management agencies as appropriate

   C. Engage Interested Parties
      i. Contact and encourage active involvement in plan development from a broad range of interested organizations and stakeholders.

   D. Establish a Community Base Map
      i. Work with partners to establish a baseline map of the community that defines the community's WUI and displays inhabited areas at risk, forested area that contain critical human infrastructure and forested areas at risk for large-scale fire disturbance.

   E. Develop a Community Risk Assessment
      i. Work with partners to develop a community risk assessment that considers fuel hazards; risk of wildfire occurrence; homes, businesses, and essential infrastructure at risk; other community values at risk; and local preparedness capability.
      ii. Rate the level of risk for each factor and incorporate into the base map as appropriate.

   F. Establish Community Priorities and Recommendations
      i. Use the base map and community risk assessment to facilitate a collaborative community discussion that leads to the identification of local priorities for fuel treatment, reducing structure ignitability, and other issues of interst, such as improving fire response capability.
      ii. Clearly indicate whether priority projects are directly related to protection fo communities and essential infrastructure or to reducing wildfire risk to other community values.

   G. Develop an Action Plan and Assessment Strategy
      i. Consider developing a detailed implementation strategy to accompany the CWPP, as well as a monitoring plan that will ensure long-term success.

   H. Finalize Community Wildfire Protection Plan
      i. Finalize the CWPP and communicate the results to the community and key partners.

3. Major Categories of expenditures in the development of a **Community Wildfire Protection Plan**:

   A. Contracting Services

   B. Personnel Time

   C. GIS Software and Hardware

4. Funding limits per Grant are:

   A. Maximum grant award $10,000.

   B. This is a 100% Federal pass-thru reimbursement grant.

   C. No advance payments will be made. Grant amounts will only be distributed when CWPP is Finalized. Grant amounts may be claimed only on a reimbursement basis; 100% of expenses will be reimbursed up to the grant award amount. **(Example: Spend $5,000 to receive $5,000 reimbursement.) Only one (1) payment may be requested during the grant period.**

   D. **Recipients can only make purchases <u>after</u> their community has been officially awarded a grant <u>and</u> received a copy of the <u>State Purchase Order</u> issued by the Department of Agriculture. Expenses <u>prior</u> to the State Purchase Order date <u>will not</u> be eligible for this grant.**

   E. Recipients must certify eligibility to receive federal funds and must comply with applicable federal regulations.

   F. Recipients must submit their **Federal Employers Identification (FEI)** number before a State Purchase Order can be issued.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' Responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the agency with which this transaction originated.

(Before completing this Certification, read the instructions on the reverse.)

(1) The prospective lower tier participant certifies, by submission of this form, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this form.

_____

Subgrantee Organization

_____

Printed Name and Title of Authorized Representative

_____

Signature

_____

Date

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this form is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this form is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Form AD – 1048 (2 / 89)

State of Oklahoma
Department of Central Services
Central Purchasing Division

Certification for Competitive Bid and/or Contract (Non-Collusion Certification)

A certification shall be included with any competitive bid and/or contract submitted to the State for goods or services.

Solicitation or Purchase Order #: _____

Supplier Legal Name: _____

SECTION I [74 O.S. § 85.22]:

A. For purposes of competitive bid,

1. I am the duly authorized agent of the above named bidder submitting the competitive bid herewith, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said bid;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
    a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
    b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
    c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this contract herein.

SECTION II [74 O.S. § 85.42]:

For the purpose of a contract for services, the supplier also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

The undersigned, duly authorized agent for the above named supplier, by signing below acknowledges this certification statement is executed for the purposes of:

☐ the competitive bid attached herewith and contract, if awarded to said supplier;

OR

☐ the contract attached herewith, which was not competitively bid and awarded by the agency pursuant to applicable Oklahoma statutes.

Supplier Authorized Signature	Certified This Date
Printed Name	Title
Phone Number	Email
Fax Number	