PUBLIC NOTICE OF A REGULAR MEETING
OF THE PUBLIC WORKS AUTHORITY
TUESDAY, JUNE 15, 2010 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Meeting status: Completed

1. Call to Order

2. Opening Prayer Carol Water, First Presbyterian Church

3. Consent Agenda

    A. Consider Approval of Minutes of Previous Meeting Hospital Authority Solid Waste Authority
    Public Works Authority

4. Action Items:

    A. Consider approving the proposed Fiscal Year 2010-2011 Budget beginning July 1, 2010 and ending June 30, 2011

5. City Managers Report

6. Audience Participation

7. Adjournment

Filed this 11th Day of June, 2010. Posted on the bulletin board in the lobby of the Clinton City Hall on June 11, 2010 at 1:30 p.m.

PW060110

MINUTES OF THE PUBLIC WORKS AUTHORITY MEETING, JUNE 1, 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, June 1, 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 27, 2010.

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

CHAIRMAN: Allen Bryson
TRUSTEES: Steve Jones, John Jordan Terry Wheeler
ABSENT: Bob Marcy
CITY MANAGER: Grayson Bottom
CITY CLERK: Lisa Anders
CITY TREASURER: Debra Blanchard
DEPUTY CLERK: Rhonda Williams
CITY ATTORNEY: Ryan Meacham
NEWS MEDIA: Gerald Green and Mike Smith
OTHERS: Arnold Adams, David Crabtree, Wade Anders, Gene McCullough, Terry Gathers, Bob White, Dave Gentry, Shane Jeff and others.

Roy Dobbs of the First Church of Christ opened the meeting with prayer and Trustee John Jordan led the Pledge of Allegiance.

AGENDA ITEM NO. 3: CONSENT AGENDA

A. Minutes of the Regular Meeting of May 4, 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, Jordan, Bryson
Nay: None

Chairman declared the motion carried.

AGENDA ITEM NO. 4. ACTION ITEMS

4A. CONSIDER APPROVAL OF AGREEMENT WITH SEVERN TRENT ENVIRONMENT SERVICES, INC FOR WATER AND WASTEWATER OPERATION AND MAINTENANCE

City Manager Grayson Bottom explained that a month ago staff had been authorized to negotiate with Severn Trent Environment Services for an agreement for Water and Wastewater Operations and Maintenance. He said the agreement presented comes with a recommendation for approval

and request authorization to move forward with the project.

Assistant City Attorney Ryan Meacham said this is a plain contract. He said the representatives of Severn Trent were easy to work with and a negotiation worked out to accomplish the City's purpose.

City Manager Grayson Bottom said the document will be reviewed for typing errors and the strike through will be cleaned up following the approval of the City Attorney.

Chairman Bryson recapped the agreement that the employees at the Water and Wastewater Plants will transfer employment to Severn Trent. He said their benefit packages will be reviewed.

City Manager Grayson Bottom said the City will provide uneducated advice regarding retirement issues.

Motion was made by Trustee Jordan and seconded by Trustee Wheeler to approve the agreement with Severn Trent Environmental Services, Inc. for Water and Wastewater Operations and Maintenance with the typing errors and strike through corrections made.

Chairman put the motion to a roll call vote:

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

Chairman put the motion to a roll call vote:

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

Chairman declared the meeting adjourned at 5:40 pm.

PUBLIC NOTICE OF A REGULAR MEETING
OF THE SOLID WASTE AUTHORITY
TUESDAY, JUNE 15, 2010 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Meeting status: Completed

1. Call to Order

2. Opening Prayer Carol Water, First Presbyterian Church

3. Consent Agenda

    A. Consider Approval of Minutes of Previous Meeting Hospital Authority Solid Waste Authority
    Public Works Authority

4. Action Items:

    A. Consider approving the proposed Fiscal Year 2010-2011 Budget beginning July 1, 2010 and ending June 30, 2011

5. City Managers Report

6. Audience Participation

7. Adjournment

Filed this 11th Day of June, 2010. Posted on the bulletin board in the lobby of the Clinton City Hall on June 11, 2010 at 1:30 p.m.

SW060110

MINUTES OF THE SOLID WASTE AUTHORITY, JUNE 1, 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, June 1, 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 27, 2010.

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

CHAIRMAN: Allen Bryson
TRUSTEES: Steve Jones, John Jordan, Terry Wheeler
ABSENT: Bob Marcy
CITY MANAGER: Grayson Bottom
CITY CLERK: Lisa Anders
CITY TREASURER: Debra Blanchard
DEPUTY CLERK: Rhonda Williams
CITY ATTORNEY: Ryan Meacham
NEWS MEDIA: Gerald Green and Mike Smith
OTHERS: Arnold Adams, Wade Anders, David Crabtree, Terry Gathers, Bob White, and others.

Roy Dobbs of the First Church of God opened the meeting with prayer and Trustee John Jordan led the Pledge of Allegiance.

AGENDA ITEM NO. 3: CONSENT AGENDA

A. Minutes of the Regular Meeting of May 4, 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, 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 Jordan that the meeting adjourn.

Chairman put the motion to a roll call vote

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

Chairman declared the meeting adjourned at 5:34 pm.

PUBLIC NOTICE OF A REGULAR MEETING
OF THE HOSPITAL AUTHORITY
TUESDAY, JUNE 15, 2010 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Meeting status: Completed

1. Call to Order

2. Opening Prayer Carol Water, First Presbyterian Church

3. Consent Agenda

    A. Consider Approval of Minutes of Previous Meeting Hospital Authority Solid Waste Authority
    Public Works Authority

4. Action Items:

    A. Consider approving the proposed Fiscal Year 2010-2011 Budget beginning July 1, 2010 and ending June 30, 2011

5. City Managers Report

6. Audience Participation

7. Adjournment

Filed this 11th Day of June, 2010. Posted on the bulletin board in the lobby of the Clinton City Hall on June 11, 2010 at 1:30 p.m.

MINUTES OF HOSPITAL AUTHORITY MEETING, JUNE 1, 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, June 1, 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 27, 2010.

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

CHAIRMAN: Allen Bryson
TRUSTEES: Steve Jones, John Jordan, Terry Wheeler
ABSENT: Bob Marcy
CITY MANAGER: Grayson Bottom
CITY CLERK: Lisa Anders
CITY TREASURER: Debra Blanchard
DEPUTY CLERK: Rhonda Williams
CITY ATTORNEY: Ryan Meacham
NEWS MEDIA: Gerald Green and Mike Smith
OTHERS: Arnold Adams, Wade Anders, David Crabtree, Terry Gathers, Bob Smith, and others.

Roy Dobbs of the First Church of God opened the meeting with prayer and Trustee John Jordan led the Pledge of Allegiance.

AGENDA ITEM NO. 3: CONSENT AGENDA

A. Minutes of the Regular Meeting of May 4, 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, 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 Jordan that the meeting adjourn.

Chairman put the motion to a roll call vote

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

Chairman declared the meeting adjourned at 5:32 pm.

PUBLIC NOTICE OF A REGULAR MEETING
OF THE AIRPORT AUTHORITY
TUESDAY, JUNE 15, 2010 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Meeting status: Completed

1. Call to Order
2. Opening Prayer Carol Water, First Presbyterian Church
3. Consent Agenda
    A. Consider Approval of Minutes of June 1, 2010
4. Action Items:
    A. Authorize Soliciting bids on 60 acres of Mineral Interest in Washita County
    B. Consider Approving the proposed Fiscal Year 2010-2011 Budget beginning July 1, 2010 and ending June 30, 2011
5. City Managers Report
6. Audience Participation
7. Adjournment
    A. Proceed to Industrial Authority Agenda

Filed this 11th Day of June, 2010 Posted on the bulletin board in the lobby of the Clinton City Hall on June 11, 2010 at 1:30 p.m.

AA060110

MINUTES OF AIRPORT AUTHORITY MEETING ON JUNE 1, 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, June 1, 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 27, 2010.

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

CHAIRMAN: Allen Bryson
TRUSTEES: Steve Jones, John Jordan, Terry Wheeler
ABSENT: Bob Marcy
CITY MANAGER: Grayson Bottom
CITY CLERK: Lisa Anders
CITY TREASURER: Debra Blanchard
DEPUTY CLERK: Rhonda Williams
CITY ATTORNEY: Ryan Meacham
NEWS MEDIA: Gerald Green and Mike Smith
OTHERS: Arnold Adams, Wade Anders, David Crabtree, Gene McCullough, Terry Gathers, Bob White and others.

Roy Dobbs of the First Church of God opened the meeting with prayer and Trustee John Jordan led the Pledge of Allegiance.

AGENDA ITEM NO. 3: CONSENT AGENDA

A. Minutes of the Regular Meeting of May 4, 2010
B. Consider Claims

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

Chairman put the motion to a roll call vote:

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

Chairman declared the motion carried.

AGENDA ITEM NO. 4 ACTION ITEMS

4A. 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

City Manager Grayson Bottom explained that the grant from Federal Aviation Administration is for $391,617.00 is for the installation of the taxiway lights, signs and rotating beacon with tower at Clinton Regional Airport. He explained this is a 95% grant and the City would be responsible for 5% match. He said this is to get to the goal of lengthening the runway.

Motion was made by Trustee Wheeler and seconded by Trustee Jones to approve Resolution No. AA10-01 regarding the 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.

Chairman put the motion to a roll call vote:

Aye: Wheeler, Jones Jordan, Bryson
Nay: None

Chairman declared the motion carried.

2B. AUTHORIZE CHAIRMAN TO SIGN FEDERAL GRANT AGREEMENT FOR CLINTON REGIONAL AIRPORT

City Manager Grayson Bottom said the grant agreement has not been received by the City as of this meeting but it will be necessary for the Chairman to be authorized to execute it upon arrival.

Motion was made by Trustee Jones and seconded by Trustee Jordan to authorize the Chairman to sign the federal grant agreement for the Clinton Regional Airport,

Chairman put the motion to a roll call vote:

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

Chairman put the motion to a roll call vote.

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

Chairman declared the meeting adjourned at 5:36 pm.

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 INDUSTRIAL AUTHORITY
TUESDAY, JUNE 15, 2010 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Meeting status: Completed

1. Call to Order
2. Opening Prayer Carol Water, First Presbyterian Church
3. Consent Agenda
    A. Consider Approval of Minutes of Regular Meeting on June 1, 2010
4. Action Items:
    A. Consider renewal agreement with Clinton Chamber of Commerce for Staffing and Operation for the Frisco Center
    B. Consider approving the proposed Fiscal Year 2010-2011 Budget beginning July 1, 2010 and ending June 30, 2011
5. City Managers Report
6. Audience Participation
7. Adjournment

Filed this 11th Day of June, 2010. Posted on the bulletin board in the lobby of the Clinton City Hall on June 11, 2010 at 1:30 p.m.

IA060110

MINUTES OF THE CLINTON INDUSTRIAL AUTHORITY, JUNE 1, 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, June 1, 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 27, 2010.

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

CHAIRMAN: Allen Bryson
TRUSTEES: Steve Jones, John Jordan, Terry Wheeler
ABSENT: Bob Marcy
CITY MANAGER: Grayson Bottom
CITY CLERK: Lisa Anders
CITY TREASURER: Debra Blanchard
DEPUTY CLERK: Rhonda Williams
CITY ATTORNEY: Ryan Meacham
NEWS MEDIA: Gerald Green and Mike Smith
OTHERS: Arnold Adams, Wade Anders, David Crabtree, Terry Gathers, Bob Smith, Gene McCullough and others.

Roy Dobbs of the First Church of God opened the meeting with prayer and Trustee John Jordan led the Pledge of Allegiance.

AGENDA ITEM NO. 3: CONSENT AGENDA

A. Minutes of May 4, 2010 meeting
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, 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 Jordan that the meeting adjourn.

Chairman put the motion to a roll call vote

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

Chairman declared the meeting adjourned at 5:35 pm.

ADDENDUM TO
STAFFING AND OPERATION AGREEMENT FOR THE
FRISCO CENTER

THIS ADDENDUM to the Staffing and Operation Agreement for the Frisco Center, previously dated June 21, 2005, by and between the Clinton Industrial Authority, hereinafter referred to as the "Authority" and the Clinton Chamber of Commerce, hereinafter referred to as the "Chamber," is hereby amended to state as follows:

WHEREAS, the Authority and the Chamber wish to further consolidate and share resources;

WHEREAS, the Authority and the Chamber desire to meet staffing needs of the growing Conference Center and the growing Chamber;

NOW THEREFORE, in consideration of the mutual promise, covenants, and conditions herein stated and in consideration of the mutual benefits which will accrue to each of the parties hereto, the receipt and sufficiency of which consideration is hereby acknowledged by the parties, is agreed by and between the parties as follows:

This addendum shall be a one year agreement commencing July 1, 2010 and ending June 30, 2011.

In addition to the duties provided for in Section 2 of the original agreement, the Chamber shall provide total office management of the Frisco Center Conference Center, including, but not limited to:

1. A receptionist from 8:00 a.m. to 5:00 p.m., Monday through Friday;
2. Answering all phone calls and greeting all guests;
3. Full booking and scheduling of meetings and events;
4. Handling of all billing and purchase orders with the signed consent and approval of the Frisco Center Director;
5. Sending of faxes, filing and other office tasks;
6. Daily check of Frisco Center voicemail; and
7. Daily check of Frisco Center general email.

Further duties of the Chamber shall be to:

1. Stock and replenish all visitor information;
2. Provide visitor packets by request for meetings and events;
3. Provide backup facilities, support, including, making coffee, refilling water, making copies, etc., for meeting guests in the event a City employee is not available between 8:00 a.m. and 5:00 p.m.;
4. Provide complementary Chamber memberships and promotion for all City entities, including City Parks, Riverside Golf Course, the Frisco Center, and the Airport; and

5. Update current schedule of events to Clinton Daily News, Frisco Center website, and relevant information for digital sign.

Further, the Chamber will recognize the City of Clinton as a member of the Chamber.

The City of Clinton shall be obligated to provide the following:

1. A full time custodian;
2. Meeting planning software to assist with booking and billing meetings;
3. A minimum of one part time employee, working 20 hours per week, who's responsibilities shall include:
   (1) Facility staffing, before and after normal business hours; and,
   (2) Meeting services such as, making coffee, setting up audio/visual equipment, and other services as requested by the customer, to ensure total satisfaction.
4. The City shall be obligated to pay to the Chamber, as an operator's fee, $30,000.00 per year, payable in monthly installments of $2,500.00.
5. Create a unique email address for general and booking inquiries for the Frisco Center.
6. Frisco Center staff will check this email daily.
7. Create a general voicemail box for the Frisco Center for messages regarding general and booking inquiries, to be checked daily.

In addition, in order to further reaffirm Section 6 of the original contract, it is expressly understood, and the parties agree, the City has no control over the manner in which the Chamber conducts business.

Section 23. Priority of Occupancy. The parties agree that, as the purpose of the Frisco Center is to produce additional revenues for the Authority and provide a meeting place for local, regional and national conferences, priority shall be given to all profit producing customers when scheduling occurs. Any conference/activity scheduled for use of the facilities, that is paying less than the normal fee for the facilities, may be preempted with three (3) days notice to the previously booked event/activity, excluding the Home and Garden Expo, the Chamber of Commerce Banquet, and the Festival of Lights.

Section 24. Chamber Payment for Usage of the Frisco Center. The Frisco Center will be held free of charge to the Chamber of Commerce for: regularly scheduled meetings including, but not limited to, those of the Board of Directors and Chamber committees; the Annual Banquet; (2) two yearly membership luncheons; Legislative Breakfast; the Festival of Lights, and other events or meetings upon Frisco Center Director approval. The Chamber will pay $2,500.00 or the equivalent of (1) one month's fees from the City for the use of the Frisco Center for the Home and Garden EXPO. Usage of the facility for any additional special events will be charged to the Chamber at a rate of $20.00 per hour, per Frisco staff member utilized to work on event set-up, tear down, or clean-up.

The remainder of the provisions in the agreement, dated June 21, 2005, are hereby

reaffirmed.

IN WITNESS WHEREOF, the parties have hereunto set their hands in counterparts, each of which will constitute an original, on this _____ day of _____, 2010.

CLINTON INDUSTRIAL AUTHORITY

_____
Allen Bryson, Chairman

ATTEST: (SEAL)

_____
Secretary

CLINTON CHAMBER OF COMMERCE

_____
Cody Brittain, Board Chairman

_____
Julie Menge, Board President

PUBLIC NOTICE OF A REGULAR MEETING
OF THE CITY COUNCIL
TUESDAY, JUNE 15, 2010 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Meeting status: Completed

1. Call to Order
2. Opening Prayer Carol Water, First Presbyterian Church
3. Consent Agenda
    A. Consider Approval of Minutes on June 1, 2010
4. Action Items:
    A. Consider and Adopt Resolution 792 approving the proposed Fiscal Year 2010-2011 budget beginning July 1, 2010 and ending June 30, 2011
    B. Consider request of Street Closing, Parades and Permit Waivers for 2010-2011
    C. Consider renewal of Ambulance Agreement with Sinor Emergency Medical Services, Inc.
    D. Request authorization to take bids for the 2010-2011 Street Overlay Project from the Capital Improvement Fund
5. City Managers Report
6. Audience Participation
7. Adjournment

Filed this 11th Day of June, 2010. Posted on the bulletin board in the lobby of the Clinton City Hall on June 11, 2010 at 1:30 p.m.

MINUTES OF THE CLINTON CITY COUNCIL
JUNE 1, 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, June 1, 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 27, 2010.

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

MAYOR: Allen Bryson
COUNCIL: John Jordan, Steve Jones, Terry Wheeler
ABSENT: Bob Marcy
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: Arnold Adams, David Crabtree, Wade Anders, Gene McCullough, Terry Gathers, Bob White and others.

Roy Dobbs of the First Church of God opened the meeting with prayer and Councilman John Jordan led the Pledge of Allegiance.

AGENDA ITEM NO. 3: CONSENT AGENDA

A. Minutes of Regular Meeting of May 18, 2010 and Special Meeting May 19, 2010
B. Consider Claims

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

Mayor put the motion to a roll call vote:

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

Mayor declared the motion carried.

AGENDA ITEM NO. 4 ACTION ITEMS

4A. CONSIDER APPOINTMENT TO THE PLANNING AND ZONING BOARD FOR 3-YEAR TERM

City Manager Grayson Bottom explained that two appointments to the Planning and Zoning Board would be completing there terms on June 30, 2010. He advised that both members were willing to serve an additional term of three years.

Motion was made by Councilman Wheeler and seconded by Councilman Jones to reappoint Mariela Acosta and Doyce Walker to the Planning and Zoning Board.

Mayor put the motion to a roll call vote:

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

Mayor declared the motion carried.

4B. CONSIDER APPOINTMENT TO BOARD OF ADJUSTMENTS FOR 3-YEAR TERMS

City Manager Grayson Bottom explained that two appointments would be completing their three years terms as of June 30, 2010. He said both members were willing to serve an additional term.

Motion was made by Councilman Jones and seconded by Councilman Jordan to reappoint Brian Aneshansley and Mariela Acosta to a three year term on the Board of Adjustments.

Mayor put the motion to a roll call vote:

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

Mayor declared the motion carried.

4C. CONSIDER APPOINTMENT TO THE PERSONNEL BOARD FOR 6-YEAR TERM

City Manager Grayson Bottom explained that Sharon Hull would be completing her term on the Personnel Board as of June 30, 2010. He reported that Mrs. Hull is willing to serve an additional term.

Motion was made by Councilman Wheeler and seconded by Councilman Jordan to reappoint Sharon Hull to a six year term on the Personnel Board.

Mayor put the motion to a roll call vote:

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

Mayor declared the motion carried.

4E. CONSIDER ACCEPTANCE OF GRANT AWARD FROM OKLAHOMA STATE DEPARTMENT OF AGRICULTURE, FOOD AND FORESTRY REGARDING THE COMMUNITY WILDFIRE PROTECTION PLAN GRANT

City Manager Grayson Bottom reported that the City had made application for the Community Wildfire Protection Plan and it has been awarded. He said the formal acceptance of the grant is needed.

Motion was made by Councilman Jordan and seconded by Councilman Jones to formally accept the grant award from Oklahoma State Department of Agriculture, Food and Forestry regarding the Community Wildfire Protection Plan Grant.

Mayor put the motion to a roll call vote:

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

Mayor declared the motion carried.

4D. CONSIDER AGREEMENT WITH SOUTH WESTERN OKLAHOMA DEVELOPMENT AUTHORITY FOR PROFESSIONAL SERVICES REGARDING COMMUNITY WILDFIRE PROTECTION PLAN

City Manager Grayson Bottom said the agreement with SWODA is to administer the grant funds for the Community Wildfire Protection Plan.

Motion was made by Councilman Jones and seconded by Councilman Wheeler to approve the agreement with SWODA for Professional Services regarding Community Wildfire Protection Plan.

Mayor put the motion to a roll call vote:

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

Mayor declared the motion carried.

5. CITY MANAGER'S REPORT

City Manager Grayson Bottom reported that the quote for health insurance renewal has been received. He said the budget will include an 18% increase for a policy with a $1,500.00 deductible. He said he is looking into a HRA (Health Reimbursement Account) program that would promise to ensure the employees deductible would be reduced to $1,000.00 per year.

City Manager Grayson Bottom reported that during the 2010-2011 fiscal year, one furlough per day per employee has been built into the budget. It has been determined that the largest savings to the City is to have all departments with the exception of Police and Fire schedule to take the same day. The furlough day has been established to be the first Friday of each month with the exception of the month of October. The furlough day for October will be Monday, October 11 which is Columbus Day.

Gerald Green asked is the golf course would also be closed on the furlough day.

City Manager Bottom said the city employees would not be working that day but the golf course pro shop is leased and would be open for business. He said the airport is also a lease facility and it will also be open those days.

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, Bryson
Nay: None

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

RESOLUTION NO. 792

A RESOLUTION OF THE CITY OF CLINTON, CLINTON PUBLIC WORKS AUTHORITY, CLINTON HOSPITAL AUTHORITY, CLINTON RECREATIONAL AUTHORITY, CLINTON AIRPORT AUTHORITY, CLINTON INDUSTRIAL AUTHORITY, CLINTON SOLID WASTE AUTHORITY APPROVING THE 2010-2011 BUDGET

WHEREAS, the Oklahoma State Statues, Title 11, Section 201 authorizes a municipality to prepare and approve an annual budget, and

WHEREAS, the City of Clinton has met all requirements for publications and public input on the 2010-2011 budget, and

WHEREAS, the City Council/ Authorities of the City of Clinton has reviewed the proposed budget and is aware of the operations and projects planned for the 2010-2011 budget;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Clinton, and the Board of Trustees of the Clinton Public Works Authority, Clinton Hospital Authority, Clinton Recreational Authority, Clinton Airport Authority, Clinton Industrial Authority, and Clinton Solid Waste Authority of Clinton, Oklahoma:

1. That the 2010-2011 budget be approved for the funds and amounts as outlined.

2. That the City Treasurer or the City Manager may make transfers between departments and line item accounts within a fund as needed. Supplemental appropriations must be approved by the City Council prior to implementation.

3. That the City Treasurer or designated deputy shall be given blanket authority and directed to invest and reinvest available funds on a continuing basis during the fiscal year ending June 30, 2011 in a manner described in the City of Clinton's Investment Policy.

PASSED by the City Council, Board of Trustees of the Clinton Public Works Authority, Clinton Hospital Authority, Clinton Recreational Authority, Clinton Airport Authority, Clinton Industrial Authority and Clinton Solid Waste Authority this 15 day of June, 2010

_____

Allen Bryson, Mayor/Chairman

ATTEST:

_____

Lisa Anders, City Clerk

Clinton
Hub City of Western Oklahoma

Memorandum

To: **Grayson Bottom**

From: **Rhonda Williams** RW

Date: **05/10/2010**

Re: **Responses for Street Closures and Permit Waivers**

In April 2010, you sent a letter to organizations who had in the past, requested street closures and permit fee waivers from the City Council. The letter requested a response by May 1, 2010, of any events scheduled between July 1, 2010 and June 30, 2011. Those groups that responded are listed below.

Chamber of Commerce

Crazy Days Saturday July 31, 2010

- Frisco Ave Closed from 4th to 7th including intersection from 6:00am –12:30 pm
- Frisco Ave. Closed from 4th to 10th, including intersections beginning at 11:00am and ending at noon
- Use of the City Lot located on the NW corner oft 4th and Frisco
- Use of City parking lot located at 6th and Frisco (near OB&T)
- Use of Engleman and Bonebreak Parks from 8am – 5pm
- 5 extra trash receptacles placed along Frisco

November 30, 2010

Festival of the Lights

- Frisco closed from 4th –7th, including intersections, beginning at 5:00pm and ending @ 8:30pm
- Frisco closed from 4th –10th, including intersections, beginning at 7:00pm and ending @ 8:30pm
- Use of Engleman Park from 5:00pm-8:00pm

- Lights to be turned on in Engleman Park @ 5:00pm
- 6 extra trash receptacles placed along Frisco

February 27, 2011

C.A.R.E. Inc Annual Banquet

- Use of the Senior Citizen Building with Fee Waiver

March 26-27, 2011

Home and Garden EXPO

- Use of the Calmez lot, east of the Frisco Center parking
- Use of the empty lot @ 4th and Frisco Next to Shamburg's store
- Assistance from the City to install and remove electrical drop cords in the Frisco Center exhibit hall.

(Install on Wednesday, March 23, 2011 and remove on Tuesday, March 29, 2011

June 19, 2011

Juneteenth Celebration

C.A.R.E. Inc.

- Use of Joe Baker Park
- Soccer Nets and extra trash cans

June 24-25, 2011

2nd Annual BBQ Cook-Off

C.A.R.E. Inc.

This will be in conjunction to the Route 66 Festival

- Use of McLain Rogers Park
- Will need additional Poly Carts, and Dumpster
- Additional Picnic Tables & Bleachers
- Use of water and electricity

June 24-25, 2011

Route 66 Festival, Hot Dogs & Hot Rods on 66

Friday June 24, 2011

- Frisco Avenue Closed from 4th – 7th Street, including intersections, beginning @ 6 pm Friday and ending @ 5:00pm on Saturday

Saturday, June 25, 2011

- 5th and 6th Streets closed between Avant and Gary Blvd. Beginning @ 6:00am and ending 6:00pm
- Use of Engleman and Bonebreak Parks from 8:00am until 5:00pm
- Use of McLain Rogers Park and Amphitheater From 3:00pm – 10:00pm
- 6 extra trash receptacles place at McLain Rogers Park
- 8 Picnic tables From Acme Park brought to Mc Lain Rogers Park
- Extra police and emergency personnel available from 5:00am – 10:00pm
- Permit a car cruise to take place through McLain Rogers and across town

(Exact route TBD) beginning @ 7:00pm and lasting until Approx. 10:00pm

Block intersections at JC Lane and S. 13th and JC Lane and S. 10th for cruise through McLain Rogers Park.

- 6 picnic tables brought from Acme Park to the City parking lot @ 6th and Frisco
- Use of the lot located on the NW corner of 4th and Frisco Ave.
- Use of City parking lot @ 6th and Frisco
- 10 extra trash receptacles placed along Frisco
- Extra police and emergency personnel available from 8:00am – 4:00pm

East Side Academy

July 31, 2011

Donor's Dinner

Use of the Frisco Center at the Non-Profit Rate

Clinton Baseball, INC

October 7-9, 2010

Fundraiser Carnival

- Fee Waiver

Kiwanis

Saturday October, 30, 2010

Halloween Parade

- Close Frisco Ave. From 6th – 8th Street from 5:00 – 7:00 pm with use of Engleman Park for judging; Parade to begin at 5:00pm

AMBULANCE SERVICE AGREEMENT

This Agreement made and entered into this June 30, 2010, by and between the City of Clinton, Oklahoma, a municipal corporation, hereinafter referred to as "City," and Sinor Emergency Medical Services, Inc., hereinafter referred to as "SEMS," is as follows:

In accordance with Title 11 O.S. Statute 23A105, and in consideration of mutual covenants and agreements as hereinafter set forth, the parties hereto agree as follows:

1. SEMS agrees to provide Advanced Life Support (ALS) level ambulance service with one paramedic per shift for the City of Clinton, Oklahoma, supported by a sufficient number of adequately trained staff, three (3) complete ambulance vehicles with equipment sufficient and necessary to meet most emergencies, which equipment shall include, but not be limited to, siren equipment, radio equipment and emergency warning lights.

2. SEMS agrees to furnish complete twenty-four (24) hour Advanced Life Support (ALS) level ambulance services to the public with a sufficient number of trained employees on-duty and/or on-call to provide immediate response by no less than two (2) ambulances. A third unit shall be available as a stand by unit.

3. The City of Clinton agrees to provide, at its expense, emergency dispatch service for the ambulance service to be furnished by SEMS. Said service shall be through the Police Department and E-911 Dispatch of the City of Clinton, Oklahoma. SEMS agrees to furnish answering service at its expense where its representatives might be reached immediately at any time twenty-four (24) hours each day.

4. SEMS agrees to maintain the equipment and services it provides in such a manner as to qualify for Medicare and Welfare Benefits.

5. SEMS agrees to maintain liability insurance, property damage insurance, collision and comprehensive insurance coverage in such amounts as required by the laws of the State of Oklahoma. SEMS agrees to hold the City of Clinton, Oklahoma harmless for any and all liability claims and shall endorse the City of Clinton, Oklahoma on the automobile, professional liability and workers compensation policies as an additional insured and to furnish the City of Clinton, Oklahoma a certificate of said insurance.

6. SEMS agrees to furnish and pay for any and all employees or drivers necessary to furnish twenty-four (24) hour ambulance service above described. SEMS shall

pay all employees employed by it as well as all withholding or social security tax which may become due.

7. SEMS agrees to meet all Oklahoma Statutory requirements and licensing requirements and provide copies of all licenses to the City Clerk of Clinton, Oklahoma.

8. SEMS agrees to make all equipment available for inspection by the City of Clinton Safety Director, Fire Chief, Police Chief, Hospital Administrator and/or the City Mechanic.

9. SEMS agrees to provide monthly reports to the City Manager's office including number of runs, response time, call type analysis, complaint record with resolution and special activities.

10. All proceeds and income used in the operation of the aforesaid ambulance service shall be SEMS's. SEMS agrees to maintain, at all times, a list of rates for normal and customary ambulance services on file with the City Clerk of Clinton, Oklahoma, and said rates shall not be changed by SEMS unless there has been a hearing before the Council of the City of Clinton, Oklahoma, and they approve such proposed rate changes.

11. SEMS Agrees to participate on an Emergency Service Board (when established) with Hospital Administrator, Mayor, City Manager, City Safety Director, Fire Chief and Police Chief. The Emergency Services Board (when established) shall include individuals from Clinton, Weatherford, and other Custer County communities served by SEMS.

12. The City agrees to collect and pay to SEMS the amount collected for the fee assessed against the water users as set forth in Ordinance No. 872. The City agrees to pay to SEMS the full amount collected each month during the period which it furnishes satisfactory ambulance service to the City. Said sum shall be paid monthly on or about the 1st day of each month following the collection of said fee.

13. SEMS shall provide such financial records as may be necessary for the City's Auditors to complete an audit and prepare a report of audit. The audit will be performed in accordance with Government Auditing Standards for Performance Audits. The City will bear the cost of this audit.

14. It is further understood and agreed that in consideration and payment of the fees pursuant to this agreement, participating residents assign to SEMS all ambulance benefits they or any covered family member may otherwise be entitled to receive from any insurance or third party payor for services provided under this agreement. SEMS will file insurance claims for service rendered at current customary rates. If the resident participant has no medical benefits coverage or

their insurance should deny payment, the resident participants are entitled to free emergency transportation to the hospital in the City of Clinton, but trips beginning or ending outside the city limits will be assessed a mileage fee at a rate of fifty percent (50%) of the current prevailing mileage fee. Trips to Medicare-Unapproved facilities or those non-emergency trips not approved by insurance will be billed to the resident participant at a discounted rate of fifty percent (50%) of Current prevailing non-emergency Base Rate charges and fifty percent (50%) of the current prevailing mileage charge. Current customary rates for emergency transports will be Seven Hundred Fifty Dollars ($750.00) per transport with an applicable mileage charged at Ten Dollars ($12.00) per mile. Current customary rates for non-emergency transports will be Four Hundred Fifty Dollars ($450.00) per transport with an applicable mileage charged at Ten Dollars ($12.00) per mile.

15. In the event the City believes that SEMS is not complying with the terms of this agreement, the City shall notify SEMS of any problems or requirements or its opinion that SEMS is not complying with this agreement or furnishing adequate service. SEMS shall then have thirty (30) days after receipt of such notice to correct any such problems or requirements. Provided, that if SEMS believes that it is complying and that the City is incorrect, a special meeting of the Emergency Services Board referred to above (Section 11) will be held to discuss whether or not SEMS is in compliance. At such hearing, either side may present testimony or evidence in support of their respective position. If the Emergency Services Board decides SEMS is not in compliance, SEMS shall have thirty (30) days to correct any such problems, and in the event SEMS after going through this procedure has not corrected any such problems or requirements, the City may terminate this agreement.

16. This Agreement shall be for a period of Three (3) years beginning July 1, 2010 and ending June 30,2013. SEMS will provide service to the citizens of Clinton for a fee of $4.50 as set forth in City Ordinance 872 during this period of the contract.

AMBULANCE SERVICE AGREEMENT

Signature Page

CITY OF CLINTON
A Municipal Corporation

_____

ALLEN BRYSON, MAYOR

_____

DATE

ATTEST:

_____

LISA ANDERS, CITY CLERK

(Seal)

SINOR EMERGENCY MEDICAL SERVICES

_____

LINDA SINOR, PRESIDENT

June 3, 2010

DATE

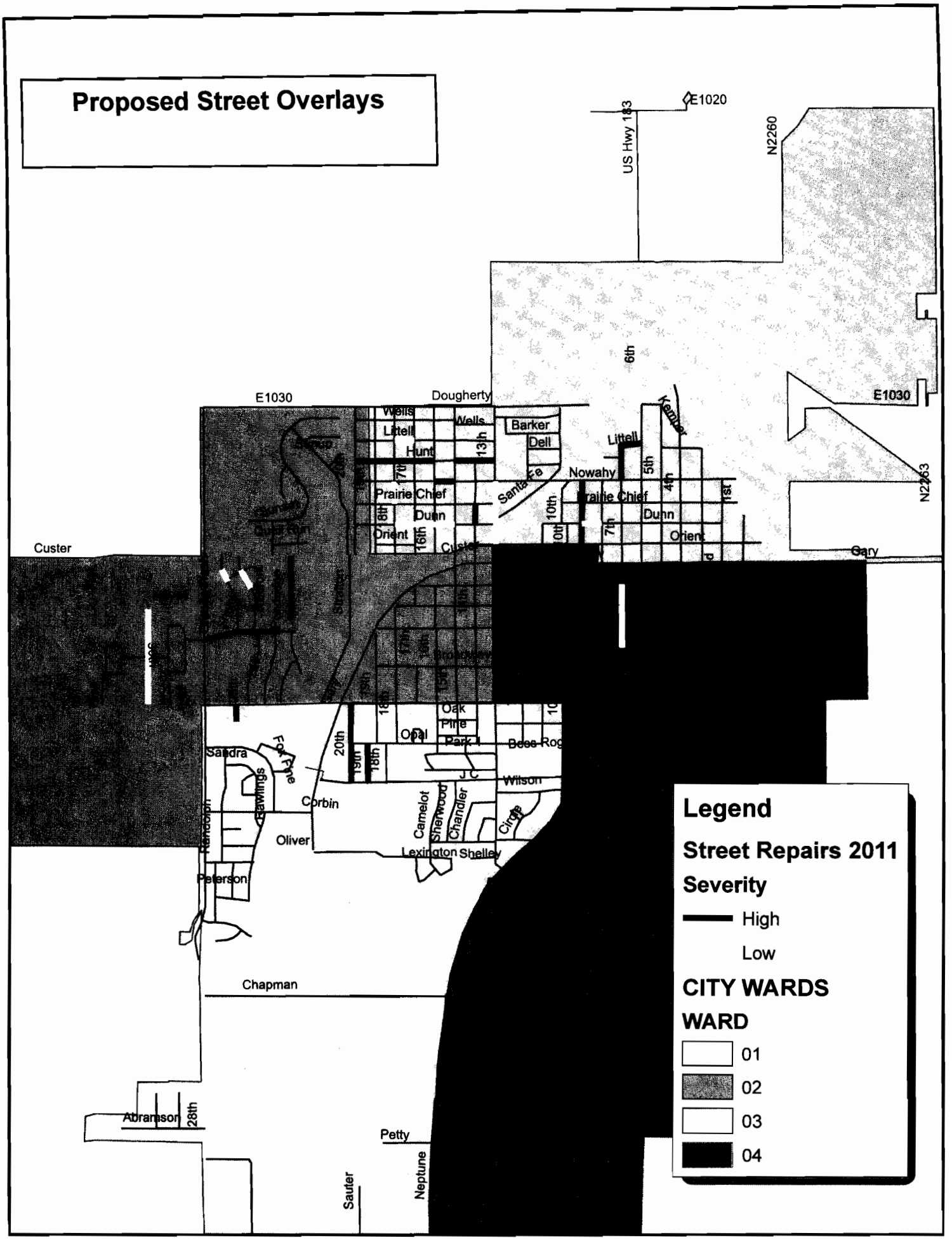
ATTEST:

_____

ANNE RED, SECRETARY

(Seal)

Proposed Street Overlays



PUBLIC NOTICE OF A REGULAR MEETING
OF THE RECREATIONAL AUTHORITY
TUESDAY, JUNE 15, 2010 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Meeting status: Completed

1. Call to Order
2. Opening Prayer Carol Water First Presbyterian Church
3. Consent Agenda
    A. Consider Approval of Minutes on June 1, 2010
4. Action Items:
    A. Consider approving the proposed Fiscal Year 2010-2011 Budget beginning July 1, 2010 and ending June 30, 2011
    B. Consider renewal contract with Kent Miller regarding Pro Shop Agreement
5. City Managers Report
6. Audience Participation
7. Adjournment

Filed this 11th Day of June, 2010. Posted on the bulletin board in the lobby of the Clinton City Hall on June 11, 2010 at 1:30 p.m.

RA060110

MINUTES OF RECREATIONAL AUTHORITY MEETING, JUNE 1, 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, June 1, 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 27, 2010.

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

CHAIRMAN: Allen Bryson
TRUSTEES: Steve Jones, John Jordan, Terry Wheeler
ABSENT: Bob Marcy
CITY MANAGER: Grayson Bottom
CITY CLERK: Lisa Anders
CITY TREASURER: Debra Blanchard
DEPUTY CLERK: Rhonda Williams
CITY ATTORNEY: Ryan Meacham
NEWS MEDIA: Gerald Green and Mike Smith
OTHERS: Arnold Adams, Wade Anders, David Crabtree, Terry Gathers, Bob White, and others.

Roy Dobbs of the First Church of God opened the meeting with prayer and Trustee John Jordan led the Pledge of Allegiance.

AGENDA ITEM NO. 3: CONSENT AGENDA

A. Minutes of the Regular Meeting of May 4, 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, 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 Jordan that the meeting adjourn.

Chairman put the motion to a roll call vote

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

Chairman declared the meeting adjourned at 5:33 pm.

LEASE/MANAGEMENT AGREEMENT
CLINTON RIVERSIDE MUNICIPAL GOLF COURSE
CLINTON, OKLAHOMA

THIS AGREEMENT made and entered into this ____ day of _____ _____, 20___, by and between THE CLINTON RECREATIONAL AUTHORITY, hereinafter referred to as "Lessor" and BRIAN KENT MILLER, hereinafter referred to as "Lessee." Whereas the Lessor wishes to lease the facility described below, and whereas the Lessee wishes to lease, lets, and/or rents the facility described more fully as follows:

The building located at the Riverside Golf Course a/k/a Clinton Municipal Golf Course that is commonly known as the Clubhouse Building

Commencing on _____ _____, 20___, and ending on _____ _____, 20___, ("Lease Period") and in consideration thereof, Lessee promises to provide clerk, cashier and registration services to Lessor as defined by Lessor which value of said services shall constitute rent during the term of this Lease.

AGREEMENTS OF THE LESSEE

1. Lessee will not use or occupy said premises for any unlawful purposes and will conform to and obey all present and future laws and ordinances and all rules, regulations, requirements, and orders of all governmental agencies or authorities respecting the use and occupancy of said premises.

2. Lessee shall operate the leased premises in accordance with rules of conduct established by Lessor and in compliance with all Federal, State and City laws, ordinances, and regulations.

3. Lessee will use the building located on the aforesaid property, "Leased Premises", as a golf course clubhouse and that no other use will be made of such property except such as is incidental to the operation of such business.

4. Lessee may not assign this lease or sublet the leased premises or any part thereof without the prior written consent of the Lessor.

5. Lessee, at their own expense, will maintain a license for the sale of beer should the Lessee choose to sell beer on the leased premises.

6. Lessee will not sell, serve, or allow to be served any wine or intoxicating liquor on the leased premises.

7. Recognizing that it is the desire of the Lessor to provide clean and inviting environment, the Lessee shall be responsible for routine cleaning and maintenance of the interior of the building including all public access and non-public access areas.

8. Lessee has the exclusive right to operate a retail golf shop type facility in the building furnished by Lessor and shall retain 100% of the proceeds.

9. Lessee has the exclusive right to provide all food and beverage concessions for sale at the golf course and retain 100% of the proceeds. Lessee will not make any alterations, improvements or changes in the leased premises, other than as specified herein, without obtaining the prior written consent of Lessor.

10. Upon the expiration or termination of this lease, Lessee will leave the leased premises in as good a condition as received, or in which the premises may be put during the term of this Lease.

11. Lessee shall obtain and keep in force liability insurance in an amount not less the $100,000.00/$300,000.00 of total liability to indemnify the Lessor and Lessee jointly, as their respective interest may appear, against the loss, liability, or damage that may result from any accident or casualty whereby any person or persons whomsoever may be injured, killed, or damaged in or about the leased premises. Lessee shall provide Lessor with proof that such insurance is in force for the term of this lease prior to taking possession of the leased premises.

12. Lessee, at their expense, shall provide adequate personnel to collect receipts related to the use of the Riverside Golf Course, cart rental fees, trail fees, and driving range fees and shall promptly remit all such receipts to Lessor.

13. Lessee shall provide Lessor with timely monthly reports of all receipts collected. Lessor shall have the right to audit Lessee's golf course receipts at any time without notice in order to meet generally accepted audit practices. Lessor may also audit operating procedures of the Lessee and/or persons in his employ to insure accuracy of monthly reports.

14. Lessee will provide proof of workers compensation insurance for any employees the Lessee employs.

15. Lessee will be responsible for filing and paying any appropriate amounts to the Internal Revenue Service and the Oklahoma Tax Commission for employee withholding taxes.

16. Lessee shall maintain the current system of requiring all golfers to sign in and shall maintain physical records supporting all receipts. Lessee shall be required to reimburse Lessor for any shortfall between actual receipts and the indicated receipts from Lessee's records.

17. At a minimum, the leased premises shall be open from 30 minutes after sunup to 30 minutes after sundown during the time period of April 1st to November 1St. During the time period of November 2nd to March 31St, the leased premises shall be open from 9:00 A.M. to 6:00 P.M. Lessee may not open the clubhouse to the public before 6:00 A.M or stay open later than 10:00 P.M. The leased premises may, at the option of the Lessee, close on Thanksgiving Day and Christmas Day. Lessee understands that Lessor has established higher green fees for holiday play, with the

exception of Thanksgiving Day and Christmas Day. Lessee understands that the golf course is closed for those two days. The other holidays remaining for which higher green fees are charged are those holidays recognized as State of Oklahoma Holidays. Attached hereto is a list of the green fees and other holiday fees that apply.

18. Lessee's customers shall have the right to use, for business purposes, the parking facilities located at the golf course.

19. Lessee shall pick up balls from the Driving Range, clean the balls, and make said driving range balls available to the golfing public. Lessee shall have all driving range balls picked up on a schedule agreed to by both parties so that routine maintenance and mowing of the Driving Range may be accomplished.

20. Lessee shall, on a daily basis, bring golf carts from storage to the cart rental area, assist patrons as needed in renting carts, insure that carts not in use are connected to chargers, return carts to storage at the end of day, and keep carts clean and neat at all times. On a periodic basis, as recommended by the manufacturer, maintenance checks and battery levels will be performed on all golf carts.

21. Lessee will be responsible for maintaining a schedule of events. That schedule of events is to be made available in various forms in order to inform the golfing population of Clinton about activities effecting play.

22. The policy of the Lessor is to maintain a "family" atmosphere at Riverside Golf Course. The Lessee shall control location of beer sales, loud or vulgar language, and other activities in such a manner so as to preserve and promote the "family" atmosphere in the leased premises.

23. Marshal Stipend: Lessor shall pay Lessee Nine Hundred dollars ($900.00)/month for marshalling services. It is the contemplation of the parties that Lessee shall hire independent contractors to perform the marshalling functions from a "pool" of qualified and approved persons supplied by the Lessor. Lessee shall compensate the independent marshals out of the $900.00/month received for that purpose. Marshals shall be employed utilizing a mutually agreeable schedule. The schedule will be reflective of the traditional golf season, April through October, with more days/week and hours of course marshalling during this season. However, in no case will the stipend for the marshalling services exceed the aggregate of twelve monthly stipends on an annualized basis, as described above, nor will the documented expense for the marshalling service be less than ninety percent (90%) of the aggregate of twelve monthly stipends on an annualized basis.

AGREEMENTS OF THE LESSOR

1. Except as otherwise provided herein the Lessor will keep the leased premises insured against loss from fire, windstorm or other casualty and that the proceeds of such insurance for any damage or destruction which is collectible under such insurance shall be used by Lessor for the repairs of such destruction for which said insurance is paid. Except in the event the improvements on said real estate are

wholly or substantially damaged by fire, windstorm, or other casualty, then and in that event, this lease shall immediately become of no further force and effect and Lessee shall immediately deliver possession of the lease premises to Lessor. Upon surrender of possession, Lessee's obligation to pay rent shall cease.

2. Lessor shall be responsible for maintaining the exterior of the building and for insuring that all plumbing fixtures, heat and air conditioning system, electrical system and other mechanical systems are in good working condition at all times during the term of the Lease.

3. Lessor will be responsible for the payment of expenses related to utilities, such as electricity, gas, water, and TV Cable.

4. Lessor has designated the Golf Operations Director under the direction of the City Parks and Recreation Director as the supervisor for this lease agreement. They shall have the right to enter the leased premises at any reasonable time and may, as needed, evaluate the performance of Lessee and advise the Lessee of any necessary corrective actions.

5. Lessor shall have the sole responsibility of setting the rates for the use of such golf course and Lessee shall charge only those rates as set by Lessor without any surcharge or discount.

EVENTS OF DEFAULT

In the event Lessee fails to perform any of Lessee's obligations under this Lease, after having been given ten (10) days written notice of such breach. Lessor may, if Lessor so desires, declare this Lease of no further force and effect. In the event of cancellation of this lease by Lessor as heretofore provided, Lessee will immediately deliver possession of leased premises to Lessor and Lessor may retain all rentals paid or accrued prior to such delivery of possession as liquidated damages for breach of this lease. Lessee may cancel the agreement upon 10 day written notice to Lessor.

Lessee will not allow any liens or other encumbrances to be placed on the leased premises and will indemnify the Lessor from any liens or encumbrances Lessee causes to be placed on said premises.

CONSIDERATION

In consideration of the aforesaid duties and responsibilities and any other duties and responsibility not specified herein relating to the normal and routine management of a golf course, the City of Clinton, through its Recreational Authority, will pay a management fee to the Lessee equal to Two Thousand Five Hundred Dollars *($2,500.00)* plus seven and one-half (7.5%) of the collected fees associated with its operation. This management fee will be paid within 14 days of the month end business postings being completed. These fees include, but may not be limited to, annual, daily and holiday green fees, cart rental fees, trail fees, and driving range fees.

GENERAL PROVISIONS

It is further agreed that this agreement is the full and complete written agreement between the parties superseding all prior agreements, and that any addendums hereto will be reduced to writing before the same will be binding on the parties. It is agreed that in case of any dispute or controversy the prevailing party shall be entitled to attorney fees and court costs. This agreement shall be binding on the parties, their personal representatives, heirs, devisees, and assigns.
It is further agreed that this contract is binding upon the successors in interest of all parties to the contract.

NOW THEREFORE, this Lease/Management Agreement is agreed to in consideration of the terms and conditions heretofore set forth by the parties, dated and signed this ___ day of _____, 20___.

Lessee	**The Clinton Recreational Authority**
_____	_____
Brian Kent Miller	Allen Bryson, Chairman
	ATTEST:
_____	_____
Witness	Lisa Anders, City Clerk