PUBLIC NOTICE OF A REGULAR MEETING
OF THE PUBLIC WORKS AUTHORITY
TUESDAY, AUGUST 17, 2010 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Meeting status: Completed

1. Call to Order
2. Opening Prayer Roland Youngberg First United Methodist Church
3. Consent Agenda
    A. Consider Approval of Minutes of August 3, 2010
4. Action Items:
    A. Acknowledge execution of Oklahoma Department of Environmental Quality letter regarding transfer of operation of Plants
    B. Consider lease agreement with Severn Trent regarding vehicles
    C. Affirm action taken to transfer Contingency Reserve Funds to Payroll Accounts to discontinue Furlough Days, remove Longevity Pay Adjustments and Restore Salaries
5. City Managers Report
6. Audience Participation
7. Adjournment

Filed this 13th Day of August, 2010. Posted on the bulletin board in the lobby of the Clinton City Hall on August 13, 2010 at 1:30 p.m.

PW080310

MINUTES OF THE PUBLIC WORKS AUTHORITY MEETING, AUGUST 3, 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, August 3, 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 July 28, 2010.

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

CHAIRMAN: Allen Bryson
TRUSTEES: Steve Jones, John Jordan, Terry Wheeler, 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 Jarod Atha
OTHERS: Arnold Adams, David Crabtree, Charles Fry, Doug Moore, Mary Helen Jones, and others.

Doug Moore 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 July 20, 2010
B. Consider Claims

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

Chairman put the motion to a roll call vote:

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

Chairman declared the motion carried.

AGENDA ITEM NO. 4. ACTION ITEMS

None

AGENDA ITEM NO .5: CITY MANAGER'S REPORT

City Manager Grayson Bottom reported on the progress of the waterline for the Northeast Waterline replacement project. He said the water line held pressure and tests have been taken but no results have been received yet. He said it is anticipated that hook-up process will begin next week.

AGENDA ITEM NO. 6: AUDIENCE PARTICIPATION

None

AGENDA ITEM NO. 7: ADJOURNMENT

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

Chairman put the motion to a roll call vote:

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

Chairman declared the meeting adjourned at 5:35 pm.

LEASE AGREEMENT

THIS AGREEMENT, made this July 1 2010, by and between City of Clinton Public Works Authority (the "Lessor"), and Severn Trent Environmental Services, Inc. ("Lessee").

WITNESSETH, that in consideration of the rents and covenants hereinafter set forth herein, Lessor hereby leases to the Lessee the following described vehicle (hereinafter "Vehicle") upon the following covenants and conditions:

SECTION 1. VEHICLE.

Lessor hereby leases to Lessee, Lessee hereby takes from Lessor, the right to use and possess for all lawful purposes the Vehicle owned by Lessor and described as follows:

Make Ford

Model F-150

Year 2008

Description OK9-WWTP1

VIN No. 1FTRF12W18KE91353

SECTION 2. TERM.

A. The term of this Lease (the "Term") shall commence on July 1, 2010 (Date"), and shall be for a period of from the date of the commencement of the Term to June 20, 1015.

B. This Lease shall terminate at the end of the original Term hereof, or any extension or renewal thereof, without the necessity of any notice from either Lessor (unless otherwise terminated pursuant to the terms of this Lease) or Lessee to terminate the same, and Lessee hereby waives notice to terminate and agrees that Lessor shall be entitled to the benefit of all provisions of law respecting the summary recovery of possession of the Vehicle from a Lessee holding over to the same extent as if statutory notice had been given.

C. Lessee shall at its expense, at the expiration of the Term or any earlier termination of this Lease, a) promptly surrender to Lessor possession of the Vehicle in good order and repair ordinary wear and tear excepted, b) remove therefrom the Lessee's signs, goods and effects and any machinery, trade fixtures and equipment which are used in conducting the Lessee's trade or business and are not owned by Lessor, and c) repair any damage to the Vehicle caused by such removal. Also at the expiration of the Term, Lessee shall deliver all keys for, and all combinations on locks or ignitions to Lessor at Lessor's notice address. Lessee shall be responsible for all direct

damages to Lessor as a result of Lessee's failure to surrender the Vehicle in accordance with this Lease, and this clause shall survive the termination of this Lease.

SECTION 3. RENT

Lessee covenants and agrees to pay to Lessor, as rental for the Vehicle during the original Term hereof, the following namely: A basic rental of ($1.00), payable in July of each year during the term of this Lease.

SECTION 4. PAYMENT OF RENTALS

Lessee covenants to pay all rentals when due and payable without set-off or deduction for any reason whatsoever (rent being an independent covenant). Any monies paid or expenses incurred by Lessor to correct violations of any of the Lessee's obligations hereunder shall be additional rentals. Any additional rental provided for in this Lease Agreement becomes due with the next installment of Basic Rental due after receipt of notice of such additional rental from Lessor.

SECTION 5. VEHICLE TAKEN "AS IS"

Lessee hereby accepts the Vehicle in "As-Is" condition.

SECTION 6. LESSEE'S MECHANICS' LIENS.

In the event any mechanic's lien shall at any time be filed against the Vehicle by reason of work, labor, services or materials performed or furnished to Lessee or to anyone holding the Vehicle through or under Lessee, Lessee shall forthwith cause the same to be discharged of record. If Lessee shall fail to cause such lien forthwith to be discharged after being notified of the filing thereof then in addition to any other right or remedy of Lessor. Lessor may, but shall not be obligated to discharge the same by paying the amount claimed to be due, and the amount so paid by Lessor and all costs and expenses, including reasonable attorney's fees incurred by Lessor in procuring the discharge of such lien shall be due and payable by Lessee to Lessor as Additional Rent on the first day of the next following month. Notice is hereby given that Lessor shall not be liable for any labor or materials furnished to Lessee upon credit, and that no mechanics', materialmen's or other liens for any such labor or materials shall attach to or affect the interest of Lessor.

SECTION 7. SIGNS AND ADVERTISING; ALTERATIONS

A. Lessee will not place or suffer to be placed or maintained on the exterior of the Vehicle any signs, advertising matter of any other thing of any kind, and will not place or maintain any decoration, lettering or advertising matter on the glass of any window or door of the Vehicle without first obtaining Lessor's written approval thereof. Lessee may not install such miscellaneous equipment or make any alterations to the property during the course of the lease.

B. Without the prior written consent of Lessor, Lessee shall not make any other alterations, changes, modifications, additions or improvements to the Vehicle.

SECTION 8. PERMITS; USE OF THE PROPERTY

A. Lessee shall provide all permits and licenses necessary for the operation and use of the Vehicle. Lessee shall comply with all laws, rules, regulations and ordinances applicable to the use and possession and operation of the Vehicle. If compliance with any law, rule, regulation, ordinance, permit or license requires changes or additions to be made to the Vehicle, such changes or additions shall be made by the Lessee at its own expense.

B. Notwithstanding anything to the contrary contained in this Lease or otherwise, Lessee shall have the obligation to perform any and all routine maintenance, repairs and other improvements necessary or desirable for Lessee to use the Vehicle for the permitted uses and for the Vehicle to comply with all applicable laws, codes, rules and regulations of the applicable governmental authorities.

C. Lessee will not install use, operate or maintain the Vehicle improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this agreement. Lessor shall not be liable or responsible to Lessee for any loss, damage, liability or expense of any kind caused by or related to the Vehicle, or resulting from any defect in or deficiency of the Vehicle, or resulting from the use or operation of the Vehicle.

SECTION 9: EXPENSES OF OPERATION; REPAIRS

A. Lessee shall pay all charges for gasoline and /or oil used to operate the Vehicle while in Lessee's possession.

B. At its own cost and expense, Lessee shall service, repair and maintain the Vehicle so as to keep the Vehicle in as good condition, repair, appearance and working order as when delivered to Lessee hereunder, ordinary wear and tear excepted. At its own cost and expense Lessee shall replace any and all parts and devices which may from time to time become worn out, lost, stolen, destroyed, damaged beyond repair or rendered unfit for use for any reason whatsoever. All such replacement parts, mechanisms and devices shall be free and clear of all liens, encumbrances and rights of others, and shall become the property of Lessor and shall be covered by this agreement to the same extent as the Vehicle originally covered by this agreement.

SECTION 10. LESSEE'S INSURANCE

At all times after the Vehicle is leased to Lessee for purposes as set forth herein, Lessee will carry and maintain, at its expense, the following insurance with insurance companies licensed to do business in the State of Oklahoma:

> Liability and insurance, including insurance against assumed or contractual liability under this Lease, with respect to the Vehicle, to afford protection with limits for each occurrence, of One Million Dollars ($1,000,000.00) with respect to personal injury, death, or property damage.

SECTION 11. INDEMNITY BY LESSEE

To the extent permitted by law, Lessee shall and does hereby indemnify Lessor and save it harmless and, at Lessor's option, defend it from and against any and all claims, actions, damages, liability and expense, including attorneys' and other professional fees, in connection with loss of life, personal injury and/or damage to property arising from or out of the occupancy or use by Lessee of the Vehicle, occasioned wholly or in part by any act or omission of Lessee, its officers, agents, contractors, employees or invitees. Lessee also agrees to indemnify Lessor against costs or claims arising from Lessee's violation or alleged violation of any law or applicable regulatory as the same are in effect on the date hereof and may be hereafter modified, amended or supplemented.

SECTION 12. LESSOR NOT RESPONSIBLE FOR ACTS OF OTHERS

Lessor shall not be responsible or liable to Lessee, or to those claiming by, through or under Lessee, for any loss or damage which may be occasioned by or through the acts of omissions of persons, or for any loss or damage resulting to Lessee, or those claiming by, through or under Lessee, or its or their property, from any action.

SECTION 13. NO ASSIGNMENTS OR SUBLETTING

Lessee will not assign this Lease in whole or in part nor sublet all or any part of the Lease Agreement.

SECTION 14. DAMAGE TO THE LEASED PROPERTY

In the event all or any part of the Vehicle is lost, stolen, destroyed or damaged beyond repair, Lessee shall replace the same at Lessee's sole cost and expense within 30 days after such event and such replacement shall be substituted in this agreement by appropriate endorsement.

SECTION 15. REPRESENTATIONS AND WARRANTIES

LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO: THE MERCHANTABILITY OF THE PROPERTY, ITS QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, ITS DESIGN, CONDITION OR WORKMANSHIP; ITS FREEDOM FROM PATENT INFRINGEMENT; THE ENFORCEABILITY OF THE MANUFACTURER'S WARRANTIES AND GUARANTEES; OR AS TO THE TAX OR ACCOUNTING TREATMENT OF THE LEASE OF THE PROPERTY, AND HEREBY DISCLAIMS THE SAME.

LESSOR IS NOT RESPONSIBLE FOR ANY REPAIRS OR SERVICE TO THE VEHICLE, DEFECTS THEREIN, OR FAILURES IN THE INSTALLATION OR OPERATION THEREOF, AND NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER AS A RESULT OF LEASE OF THE PROPERTY, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, PROPERTY DAMAGE OR LOST PRODUCTION, WHETHER SUFFERED BY LESSEE OR ANY THIRD PARTY.

Lessor is not responsible for, and shall not be liable to Lessee for damage resulting from the inoperability or loss of value of the Vehicle due to any cause or situation (including without limitation governmental actions or regulations or actions of other third parties) whether or not presently foreseeable.

SECTION 16. DEFAULT

In the event Lessee fails to pay rent or any other amount herein provided when due and payable, or in the event the Lessee fails to perform promptly any of the other obligations or covenants herein or under any other agreement between the parties, or if Lessee breaches the representations or warranties set forth herein, or if Lessee shall become bankrupt, then in any such event Lessor may pursue one or more of the following remedies (which shall be cumulative and exercisable concurrently or separately) as Lessor in its sole discretion may elect:

(a) Terminate this agreement and repossess the Vehicle leased hereunder, in which event the rent for the remainder of the term or any other charge provided for herein which is unpaid shall become immediately due and payable.

(b) Repossess and lease the Vehicle or any portion thereof for such period and rental and to such other persons as Lessor may elect, and apply the proceeds of any such leasing, after deducting the costs and expense of repossessing, repairing, storing and leasing, in payment of the rent and the other obligations of Lessee hereunder; and/or

(c). Any remedy available at law or in equity.

SECTION 17. ASSIGNMENT AND SUBLEASE

Without the prior written consent of Lessor, Lessee shall not (i) assign, transfer, pledge, or hypothecate this agreement, the Vehicle or any part thereof, or any interest therein, or (ii) sublet the Vehicle or any part thereof, or permit the Property to be used for any purposes not permitted herein. Consent to any of the foregoing prohibited acts shall not constitute consent to any subsequent like act by Lessee or any other person.

SECTION 18. LESSOR'S RIGHT TO PERFORM FOR LESSEE

If Lessee fails to make any payment or fails to perform or comply with any of its covenants or obligations, Lessor may at its election make such payment or perform or comply with such covenants and obligations and the amount of such payment and the expenses incurred by Lessor in performing or complying with such covenants and obligations, as the case may be, together with interest thereon at the highest legal rate shall be deemed additional rent payable by Lessee upon demand.

SECTION 19. TERMINATION

Upon the expiration of this agreement or the earlier termination thereof, Lessee shall return the Vehicle to Lessor in the condition, repair, appearance and working order by delivering the Vehicle

at Lessee's cost and expense to such place as Lessor shall specify within the continental United States.

SECTION 20. REMEDIES CUMULATIVE

A. No reference to any specific right or remedy shall preclude Lessor from exercising any other right or from having any other remedy or from maintaining any action to which it may otherwise be entitled either at law or in equity.

B. Lessor's failure to insist upon a strict performance of any covenant of this Lease Agreement or to exercise any option or right herein contained shall not be a waiver or relinquishment for the future of such covenant, right or option but the same shall remain in full force and effect.

SECTION 21. SUCCESSORS AND ASSIGNS

This Agreement and the covenants and conditions herein contained shall inure to the benefit of and be binding upon Lessor, its personal representatives, successors and assigns, and shall inure to the benefit of Lessee and only such assigns of Lessee to whom the assignment by Lessee has been consented by Lessor.

SECTION 22. UNDERSTANDING OF PARTIES

A. This Lease Agreement shall be binding from the date hereof until the commencement of the Term as provided herein and thereafter according to its terms; and

B. Notwithstanding anything to the contrary contained herein, Lessor, in its sole and subjective discretion shall have the right to terminate this Lease at anytime during the term of this Lease after giving Lessee ten (10) days prior notice.

SECTION 23. NOTICES

All notices from Lessee to Lessor shall be directed to Lessor, via certified mail. All notices from Lessee to Lessor shall be directed to:

City of Clinton
Arnold Adams, Public Works Director
415 Gary Blvd.
PO Box 117
Clinton, OK 73601

All notices from Lessor to Lessee shall be directed to Lessee, via certified mail. All notices from Lessor to Lessee shall be directed to:

Shane Jeff
Severn Trent Environmental Services, Inc.
1200 Georgia Ave.
Chickasha, OK 73018

Either party may designate in writing a substitute address for that set forth above and thereafter notices shall be directed to such substitute address.

SECTION 24. APPLICABLE LAW; SEVERABILITY

This Lease Agreement shall be construed under the laws of the State of Oklahoma.

SECTION 25. CAPTIONS AND HEADINGS

The captions and headings herein are for convenience and reference only.

SECTION 26. SEVERABILITY

If any term or provision, or any portion thereof, of this Lease, or the application thereof to any person or circumstances shall to any extent, be rendered invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those which it is held specifically invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

SECTION 27. INTERPRETATION.

No provision of this Lease shall be construed against or interpreted to the disadvantage of either Lessor or Lessee by any court or other governmental or judicial authority by reason of either Lessor or Lessee having or being deemed to have drafted, structured or dictated such provision.

SECTION 28, COMPLETE UNDERSTANDING

This Lease represents the complete understanding between the parties hereto as to the subject matter hereof, and supersedes all prior written or oral negotiations, representations, warranties, statements or agreements between the parties hereto as to the same. No inducements, representations, understandings or agreements have been made or relied upon in the making of this Lease, except those specifically set forth in the provisions of this Lease. Neither party hereto has any right to rely on any other prior or contemporaneous representation made by anyone concerning this Lease which is not set forth herein. All prior communications from Lessor with respect to estimated charges payable by Lessee hereunder are for information only and are not to be construed as representations of the actual charges which Lessee is required to pay hereunder, or as binding upon Lessor in any manner whatsoever. Except as otherwise expressly set forth in this Lease, Lessee has relied on no statement of Lessor or its agents in executing this Lease or in the negotiation of any of its provisions.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement under their respective seals as of the day and year first above written.

CITY OF CLINTON PUBLIC WORKS AUTHORITY
By: _____
Title: _____

Date Executed: _____

SEVERN TRENT ENVIRONMENTAL SERVICES, INC.
By: Dave Granby
Title: Regional Manager

Date Executed: 8-5-10

Clinton
Hub City of Western Oklahoma

MEMORANDUM

TO: Mayor, Chairman, City Council, Trustees

FROM: Grayson Bottom, City Manager

DATE: August 13, 2010

SUBJECT: Elimination of furlough days, removal of longevity pay reduction, and restoration of reduced salaries

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During our budget workshops we instituted 12 furlough days for each non exempt employee, reduced the longevity pay by $500 and reduced the salaries of exempt employees by 2.143%. This was done in contemplation of a sizeable reduction in the cash forward position (reserves) of the City's General Fund. Due to the Staff's strict adherence to the hiring freeze guidelines as well as their cost containment efforts, the reduction was not as large as originally projected. I believe that they should be commended for their effort.

I am requesting that you affirm the action of the City Treasurer and I to transfer the necessary funds to eliminate furlough days, remove the longevity pay reduction, and restore the salaries of exempt employees. As you will remember, we built in sufficient contingencies into each fund budget to allow us to take this action by simply moving the necessary funds from the contingency accounts to the appropriate payroll accounts. There is no need for the preparation and approval of a budget amendment or a supplemental budget. This can be accomplished by the signature of the City Treasurer and the City Manager. However, due to the scope of this action we are seeking your concurrence.

We will continue to hold the line on hiring and cost containment measures as budgeted. Please be aware that these transfers are from the already budgeted contingency accounts and not from the unencumbered cash forward reserves. The following is a summary of the necessary transfers.

Contingency Reserve for each Fund	Original Budget	Necessary Transfer	Remaining Contingency Reserve Balance
General Fund	$200,000	$111,481	$88,519
Public Works	$100,000	$12,155	$87,845
Solid Waste	$50,000	$13,373	$36,627
Parks & Recreation	$100,000	$23,388	$76,612
Industrial Authority	$10,000	$3,652	$6,348
Central Garage	$18,000	$1,111	$16,889
Totals	**$478,000**	**$165,160**	**$312,840**

PUBLIC NOTICE OF A REGULAR MEETING
OF THE INDUSTRIAL AUTHORITY
TUESDAY, AUGUST 17, 2010 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Meeting status: Completed

1. Call to Order
2. Opening Prayer Roland Youngberg, First United Methodist Church
3. Consent Agenda
    A. Consider Approval of Minutes of Previous Meeting Recreational Authority Solid Waste Authority Industrial Authority
4. Action Items:
    A. Affirm action taken to transfer Contingency Reserve Fund to Payroll Accounts to discontinue Furlough Days, Remove Longevity Pay Adjustments and Restore Salaries
5. City Managers Report
6. Recognition of Registered Audience
7. Adjournment

Filed this 13th Day of August, 2010. Posted on the bulletin board in the lobby of the Clinton City Hall on August 13, 2010 at 1:30p.m.

IA072010

MINUTES OF THE CLINTON INDUSTRIAL AUTHORITY, JULY 20, 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, July 20, 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 July 16, 2010.

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

CHAIRMAN: Allen Bryson
TRUSTEES: Steve Jones, John Jordan**,** Terry Wheeler, 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, Gene McCullough, Jeff Raley, Jason Sternberger, Bobby Hoffman, and others.

Nathan Marsh of Broadway Heights Baptist Church opened the meeting with prayer and Trustee Bob Marcy led the Pledge of Allegiance.

AGENDA ITEM NO. 3: CONSENT AGENDA

A. Minutes of July 6, 2010 meeting

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

Chairman put the motion to a roll call vote:

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

Chairman declared the motion carried.

AGENDA ITEM NO. 4 ACTION ITEMS

4A. CONSIDER TAX INCENTIVE AGREEMENT WITH HOTELMACHER, LLC

City Manager Grayson Bottom explained that Walt Schumacher is in the process of restoring and remodeling the former service station at Neptune Drive into a travel stop. He has submitted an application for new business tax incentive agreement. Information regarding the new business was reviewed. It was noted that this would be a five year contract.

Motion was made by Trustee Jones and seconded by Trustee Marcy to approve the Tax Incentive Agreement with Hotelmacher, LLC for a travel stop on Neptune Drive.

Chairman put the motion to a roll call vote:

Aye: Jones, Marcy, 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 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 6:25 pm.

PUBLIC NOTICE OF A REGULAR MEETING
OF THE RECREATIONAL AUTHORITY
TUESDAY, AUGUST 17, 2010 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Meeting status: Completed

1. Call to Order
2. Opening Prayer Roland Youngberg, First United Methodist Church
3. Consent Agenda
    A. Consider Approval of Minutes of Previous Meeting Recreational Authority Solid Waste Authority Industrial Authority
4. Action Items:
    A. Affirm action taken to transfer Contingency Reserve Fund to Payroll Accounts to discontinue Furlough Days, Remove Longevity Pay Adjustments and Restore Salaries
5. City Managers Report
6. Recognition of Registered Audience
7. Adjournment

Filed this 13th Day of August, 2010. Posted on the bulletin board in the lobby of the Clinton City Hall on August 13, 2010 at 1:30p.m.

RA080310

MINUTES OF RECREATIONAL AUTHORITY MEETING, AUGUST 3, 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, August 3, 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 July 28, 2010.

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

CHAIRMAN: Allen Bryson
TRUSTEES: Steve Jones, John Jordan, Terry Wheeler, 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 Jarod Atha
OTHERS: Arnold Adams, David Crabtree, Charles Fry, Doug Moore, Mary Helen Jones, and others.

Doug Moore 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 July 20, 2010
B. Consider Claims

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

Chairman put the motion to a roll call vote:

Aye: Wheeler, Marcy, 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 Marcy that the meeting adjourn.

Chairman put the motion to a roll call vote

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

Chairman declared the meeting adjourned at 5:33 pm.

PUBLIC NOTICE OF A REGULAR MEETING
OF THE SOLID WASTE AUTHORITY
TUESDAY, AUGUST 17, 2010 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Meeting status: Completed

1. Call to Order
2. Opening Prayer Roland Youngberg, First United Methodist Church
3. Consent Agenda
    A. Consider Approval of Minutes of Previous Meeting Recreational Authority Solid Waste Authority Industrial Authority
4. Action Items:
    A. Affirm action taken to transfer Contingency Reserve Fund to Payroll Accounts to discontinue Furlough Days, Remove Longevity Pay Adjustments and Restore Salaries
5. City Managers Report
6. Recognition of Registered Audience
7. Adjournment

Filed this 13th Day of August, 2010. Posted on the bulletin board in the lobby of the Clinton City Hall on August 13, 2010 at 1:30p.m.

SW070610

MINUTES OF THE SOLID WASTE AUTHORITY, JULY 6, 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, July 6, 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 July 1, 2010.

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

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

Doug Lewis of the First Baptist Church 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 June 15, 2010
B. Consider Claims

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

Chairman put the motion to a roll call vote:

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

Chairman declared the motion carried.

AGENDA ITEM NO. 4 ACTION ITEMS

None

AGENDA ITEM NO .5: CITY MANAGER'S REPORT

None

AGENDA ITEM NO. 6: AUDIENCE PARTICIPATION

None

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 5:35 pm.

PUBLIC NOTICE OF A REGULAR MEETING
OF THE CITY COUNCIL
TUESDAY, AUGUST 17, 2010 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Meeting status: Completed

1. Call to Order
2. Opening Prayer Roland Youngberg, First United Methodist Church
3. Consent Agenda
    A. Consider Approval of Minutes on August 3, 2010
4. Action Items:
    A. Consider Intergovernmental Agreement with Oklahoma Department of Transportation regarding Road Maintenance
    B. Consider request of William G. Forrest for Lump Sum Roll-Over from Oklahoma Municipal Retirement Fund
    C. Consider Proclamation regarding bone Marrow Matching Awareness
    D. Discuss and Consider Surplus property and equipment
    E. Affirm action taken to transfer Contingency Reserve Fund to Payroll Accounts to discontinue Furlough Days, remove Longevity Pay Adjustments and Restore Salaries
    F. Consider renewal of agreement with Blackboard Connect for Community Notification System
5. City Managers Report
6. Audience Participation
7. Adjournment

Filed this 13th Day of August, 2010. Posted on the bulletin board in the lobby of the Clinton City Hall on August 13, 2010 at 1:30 p.m.

MINUTES OF THE CLINTON CITY COUNCIL
AUGUST 3, 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, August 3, 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 July 28, 2010.

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

MAYOR: Allen Bryson
COUNCIL: John Jordan, Steve Jones, Terry Wheeler, 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 Jarod Atha
OTHERS: Arnold Adams, David Crabtree, Charles Fry, Doug Moore, Mary Helen Jones and others.

Doug Moore 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 July 20, 2010
B. Consider claims

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

Mayor put the motion to a roll call vote:

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

Mayor declared the motion carried.

AGENDA ITEM NO. 4 ACTION ITEMS

4A. PUBLIC HEARING REGARDING REZONING PROPERTY OWNED BY LEOPOLDO DELGADO AND ERNIST SCOTT

Mayor Bryson opened the Public Hearing and explained the purpose of the hearing is to hear comments regarding the rezoning of property owned by Leopoldo Delgado and Ernist Scott.

There were no comments.

The public hearing was closed.

4B. CONSIDER ORDINANCE NO. 925 REGARDING REZONING PROPERTY AT 720 NORTH 6TH FROM R-1 (SINGLE FAMILY DISTRICT) TO C-4 (GENERAL COMMERCIAL DISTRICT) TO I-3 (HEAVY INDUSTRIAL DISTRICT)

City Manager Grayson Bottom explained that Code Enforcement Officer Toby Anders has been working with property owners about cleaning up the area. He said the current zoning does not allow for the operation of a salvage yard but with the new zoning a salvage yard would be allowed. He said the requirements for salvage yards per the city code would require improvements to the area such as private fencing. He said this Planning and Zoning Board had reviewed the request and recommends the rezoning be granted.

Motion was made by Councilman Wheeler and seconded by Councilman Jones to adopt Ordinance 925 regarding rezoning of property at 720 North 6th to I-3 (Heavy Industrial District).

Mayor put the motion to a roll call vote:

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

Mayor declared the motion carried.

Motion was made by Councilman Jones and seconded by Councilman Wheeler to approve the emergency clause for Ordinance 925.

Mayor put the motion to a roll call vote:

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

Mayor declared the motion carried.

4C. CONSIDER ORDINANCE NO. 926 REGARDING REZONING PROPERTY AT 600 DOUGHERTY FROM R-1 (SINGLE FAMILY DISTRICT) TO I-3 (HEAVY INDUSTRIAL DISTRICT)

City Manager Bottom explained that this property is also contains a salvage yard and is in need of rezoning.

Councilman Jones asked how the rezoning would affect the overpass.

City Manager Bottom said the rezoning would only take in the private property.

Motion was made by Councilman Jones and seconded by Councilman Marcy to adopt Ordinance No. 926 regarding the rezoning of property at 600 Dougherty to I-3 (Heavy Industrial District).

Mayor put the motion to a roll call vote:

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

Mayor declared the motion carried.

Motion was made by Councilman Jones and seconded by Councilman Marcy to approve the emergency clause for Ordinance No. 926.

Mayor put the motion to a roll call vote:

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

Mayor declared the motion carried.

4D. CONSIDER RENEWAL OF AGREEMENT WITH C.A.R.E. INC.

City Manager Grayson Bottom explained that the funding for the agreement with C.A.R.E. was discussed during the budget session and included in the line item for Contributions to other Agencies. He said he had spoken with representatives from C.A.R.E. and Eastside Academy and has received the requested reports. He said the program of work for C.A.R.E. has changed. He said the feeding program is no longer under the operation of C.A.R.E. He said ther scope of programming is more of a social services type.

Councilman Jordan asked why the feeding program had stopped.

City Manager explained the Eastside Academy would be assuming the duties for the feeding program. He said the funding for the program is through a grant from the Oklahoma Food Bank.

Motion was made by Councilman Jordan and seconded by Councilman Marcy to approve the renewal of the agreement with C.A.R.E. for the budgeted amount of $3,200.00.

Mayor put the motion to a roll call vote:

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

Mayor declared the motion carried.

4E. CONSIDER RENEWAL OF AGREEEMENT WITH EASTSIDE ACADEMY, INC.

City Manager Grayson Bottom said that Eastside Academy scope of work focuses on education and feeding. The funding amount budgeted in the Contribution to Other Agencies is $4,000.00.

Doug Moore, representative for Eastside Academy, said that ESA does not have a grant from the Oklahoma Food Bank at this time but the organization is seeking grants.

Motion was made by Councilman Jordan and seconded by Councilman Wheeler to approve the renewal of the agreement with Eastside Academy for the budgeted amount of $4,000.00.

Mayor put the motion to a roll call vote:

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

Mayor declared the motion carried.

4F. CONSIDER LEASE AGREEMENT WITH C.A.R.E AND EASTSIDE ACADEMY FOR PROPERTY AT 215 E MODELLE

City Manager Grayson Bottom explained that the lease of the property at 215 E. Modelle calls for joint occupancy for C.A.R.E. and Eastside Academy. He said C.A.R.E. occupies one room of the building.

Motion was made by Councilman Jordan and seconded by Councilman Jones to approve the lease agreement with C.A.R.E. and Eastside Academy for property located at 215 E. Modelle.

Mayor put the motion to a roll call vote;

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

Mayor declared the motion carried.

4G. APPOINTMENT OF COUNCIL REPRESENTATIVE TO LOCAL DEVELOPMENT ACT REVIEW COMMITTEE

Mayor Allen Bryson explained that the creation of the committee call for the Mayor to serve as chairman of the committee.

City Manager Grayson Bottom said the City actually has two representatives to serve on the committee. The City Council appoints a representative from the Council and a representative from the Planning and Zoning Board serves on the committee. He explained that there are five statutory appointed positions and three people are appointed at large.

Motion was made by Councilman Wheeler and seconded by Councilman Marcy to appoint Councilman Steve Jones to service as the Council representative to the Local Development Act Review Committee.

Mayor put the motion to a roll call vote:

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

Mayor declared the motion carried.

4H. CONSIDER REQUEST OF WILLIAM G FORREST FOR LUMP SUM PAYMENT FROM OKLAHOMA MUNICIPAL RETIREMENT FUND

No action taken.

4I. REQUEST AUTHORIZATION TO GO TO BID FOR STREET OVERLAY PROJECT

City Manager Grayson Bottom explained that $110,000 has been allotted last year for street overlay but the project had not been undertaken. A city map had been provided to Council indicating the street that the Street Department felt were the most in need to repairs. City Manager Grayson Bottom said the list contains more streets repairs that the $110,000 would cover and the cash forward would roll forward from the Capital Improvement Fund.

Motion was made by Councilman Wheeler and seconded by Councilman Jones to authorize staff to go to bid for street overlay project.

Mayor put the motion to a roll call vote:

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

Mayor declared the motion carried.

5. CITY MANAGER'S REPORT

City Manager Grayson Bottom said the City is in need of housing and discussed platting housing areas. He explained that he felt this should be done by private developers but the city has not been successful at attracting a private developer. He said before jobs can be expanded, a place for the workers to live needs to be addressed.

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 6:10 P.M.

ORDINANCE NUMBER 926

AN ORDINANCE CHANGING THE ZONING
FROM R-1(SINGLE FAMILY DISTRICT) TO I-3 (HEAVY INDUSTRIAL DISTRICT) FOR PROPERTY LOCATED IN LOT 4, BLOCK 6, COX III ADDITION (600 DOUGHERTY) IN CLINTON, CUSTER COUNTY, OKLAHOMA;
AND DECLARING AN EMERGENCY.

WHEREAS, the owners of a tract of land located in Lot 4, Block 6, Cox III Addition in Clinton, Custer County, Oklahoma request that the zoning of said land be changed from R-1 (Single Family District) to I-3 (Heavy Industrial District); and

WHEREAS, the Planning and Zoning Board of said City of Clinton, Oklahoma met on July 13, 2010, after due legal notice thereof to all owners of property situated within a radius of 300 feet of subject tract of land and has reviewed the said application and has recommended to this Council that the zoning of such property be approved as requested; and

WHEREAS, the City Council did conduct a Public Hearing on this matter on this date in the Council Room of the Clinton City Hall pursuant to due legal notice thereof published in the Clinton Daily (Oklahoma) News on July 17, 2010; and

WHEREAS, the matter was discussed in open forum at this Public Hearing before and by the members of the Council and the Council being fully informed in the premises does find that the interest of the City of Clinton will be served best by establishing the subject zoning district as requested in the subject application and as recommended by the Clinton Planning and Zoning Board; and

NOW THEREFORE, be it ordained by the City Council of the City of Clinton, Oklahoma that the following described property in Lot4, Block 6, Cox III Addition (600 Dougherty) in Clinton, Custer County, Oklahoma be and the same is hereby zoned I-3 (Heavy Industrial District).

WHEREOF, an emergency is hereby declared to exist and the Ordinance shall be in full force and effect from and after its passage and proof of publication.

PASSED AND APPROVED this 3 day of August, 2010.

Allen Bryson, Mayor

ATTEST:

Lisa Anders, City Clerk

ORDINANCE NUMBER 925

AN ORDINANCE CHANGING THE ZONING FROM R-1(SINGLE FAMILY DISTRICT) AND C-4 (GENERAL COMMERCIAL DISTRICT) TO I-3 (HEAVY INDUSTRIAL DISTRICT) FOR PROPERTY LOCATED IN THE IN LOTS 1-19, COX I ADDITION AND A TRACT OF LAND (720 NORTH 6TH) IN CLINTON, CUSTER COUNTY, OKLAHOMA; AND DECLARING AN EMERGENCY.

WHEREAS, the owners of a tract of land located in Lots 1-19, Cox I Addition and a tract of land (720 North 6) in Clinton, Custer County, Oklahoma request that the zoning of said land be changed from R-1 (Single Family District) and C-4 (General Commercial District) to I-3 (Heavy Industrial District); and

WHEREAS, the Planning and Zoning Board of said City of Clinton, Oklahoma met on July 13, 2010, after due legal notice thereof to all owners of property situated within a radius of 300 feet of subject tract of land and has reviewed the said application and has recommended to this Council that the zoning of such property be approved as requested; and

WHEREAS, the City Council did conduct a Public Hearing on this matter on this date in the Council Room of the Clinton City Hall pursuant to due legal notice thereof published in the Clinton Daily (Oklahoma) News on July 17, 2010; and

WHEREAS, the matter was discussed in open forum at this Public Hearing before and by the members of the Council and the Council being fully informed in the premises does find that the interest of the City of Clinton will be served best by establishing the subject zoning district as requested in the subject application and as recommended by the Clinton Planning and Zoning Board; and

NOW THEREFORE, be it ordained by the City Council of the City of Clinton, Oklahoma that the following described property in Lots 1-19, Cox I Addition and a tract of land (720 North 6th) in Clinton, Custer County, Oklahoma be and the same is hereby zoned I-3 (Heavy Industrial District).

WHEREOF, an emergency is hereby declared to exist and the Ordinance shall be in full force and effect from and after its passage and proof of publication.

PASSED AND APPROVED this 3 day of August, 2010.

Allen Bryson, Mayor

ATTEST:

Lisa Anders

Lisa Anders, City Clerk

INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
THE OKLAHOMA DEPARTMENT OF TRANSPORTATION
AND
THE CITY/TOWN OF CLINTON, OKLAHOMA

THIS Agreement made the day and year last written below, by and between the Oklahoma Department of Transportation (hereinafter called the "DEPARTMENT") and the City/Town of Clinton, Oklahoma, (hereinafter called the "CITY/TOWN"), for the following intents and purposes:

WITNESSETH

WHEREAS, the DEPARTMENT is charged under the laws of the State of Oklahoma with the construction and maintenance of highways which are designated as a part of the State Highway System; and

WHEREAS, the DEPARTMENT, pursuant to Title 69 Oklahoma Statutes § 901, must pay for the maintenance of streets within cities and towns which such streets are the continuation of State or Federal highway; and

WHEREAS, reduced manning levels within the DEPARTMENT has caused a marked reduction in the availability of DEPARTMENT employees to perform maintenance on state highways; and

WHEREAS, the DEPARTMENT is authorized under the provisions of Title 69, Oklahoma Statutes § 1502 and Title 74, Oklahoma Statutes § 85.12 to contract for necessary services; and

WHEREAS, the CITY/TOWN has employees who have training and experience in maintenance of roadway surfaces; and

WHEREAS, the DEPARTMENT and the CITY/TOWN have agreed on terms under which CITY/TOWN employees will provide roadway maintenance on municipal streets which are continuations of State or Federal highways and the DEPARTMENT will reimburse the CITY/TOWN for the reasonable costs of such services and materials used in the performance of such maintenance.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the DEPARTMENT and the CITY/TOWN do hereby mutually promise and agree as follows:

SECTION 1 Purpose of the Agreement

The DEPARTMENT and the CITY/TOWN hereby agree that the CITY/TOWN will

perform all routine maintenance of State or Federal highways within the corporate limits of such CITY/TOWN from curb line to curb line or, where no curb exists, from shoulder line to shoulder line when such State or Federal highways are continued as CITY/TOWN streets within the corporate limits of such CITY/TOWN.

SECTION 2 Scope of Services

The CITY/TOWN is to perform surface repair on all State or Federal highways within the corporate limits of such CITY/TOWN such as, but not limited to, concrete and asphalt patching, crack sealing and such other routine repairs as may be approved by the DEPARTMENT and as are within the capabilities of such CITY/TOWN when such repairs are necessary to maintain the appearance and serviceability of such highways, to prolong the interval between major repairs and to maximize the overall service life.

SECTION 3 Time for Performance

Unless terminated as provided in Section 7, the roadway maintenance to be provided by the CITY/TOWN shall be performed from time to time and as needed from the date of execution of this Agreement by the DEPARTMENT's Deputy Director/Chief Engineer until the end of Fiscal Year 2011 but may be extended by a Supplemental Agreement for additional fiscal years by mutual agreement of the parties hereto.

SECTION 4 Compensation

The DEPARTMENT will compensate the CITY/TOWN for performance of roadway maintenance for actual costs for labor, to include the actual hourly pay rates plus additives of CITY/TOWN employees engaged in maintenance of streets subject to this Agreement during the time such employees are actually providing maintenance for such streets. The CITY/TOWN will be compensated for machinery or special equipment (other than small tools) used in performance of roadway maintenance at a maximum rate determined from the most current edition of Rental Rate Blue Book for Construction Equipment as published by Equipment Watch for the type and year of the equipment actually used by the CITY/TOWN for maintenance of streets subject to this Agreement during the time such equipment is actually in use performing maintenance on streets subject to this Agreement in accordance with the following formula:

$$\text{Hourly rate} = \frac{\text{Monthly Rate} \times \text{Regional Adjustment} \times \text{Age Adjustment} + \text{Operating Cost}}{176}$$

The CITY/TOWN will be compensated at cost for materials actually used in such roadway maintenance when such cost can be documented by supply invoices. Payment will be made monthly, in arrears, within forty-five (45) days of receipt of itemized invoice detailing costs for approved roadway maintenance. This Agreement is entered into for a total amount not to exceed Fifty Thousand Dollars ($50,000.00).

SECTION 5 Travel

No reimbursable travel is contemplated under the terms of this Agreement.

SECTION 6 Dispute Resolution

Any dispute concerning a question of fact in connection with the work not disposed of by the Agreement between the parties hereto shall be referred to the DEPARTMENT's Director or his duly authorized representative for determination, whose decision in this matter shall be final and conclusive as the parties to this Agreement.

SECTION 7 Termination

This Agreement may be terminated upon thirty (30) days written notice by either the DEPARTMENT or the CITY/TOWN without fault. In the event of such termination the CITY/TOWN shall be entitled to compensation for the actual costs of labor, equipment, and material such are defined in Section 4 which may be used or expended for roadway maintenance services rendered prior to the date of termination.

SECTION 8 Hold Harmless Clause

The DEPARTMENT and the CITY/TOWN hereby mutually agree to indemnify and save harmless each and the other from any and all claims, suits in law or in equity, of any nature whatsoever, praying for any damages or otherwise arising from any alleged negligent act or omission of any of their respective employees or agents which may occur during the prosecution or the performance of this Agreement.

SECTION 9 Insurance

It is understood by the DEPARTMENT that the CITY/TOWN is self-insured and subject to the Governmental Tort Claims Act (51 O.S., § 151, et seq.) and will therefore, subject to any defenses, exemptions or limitations which may be available to the CITY/TOWN, provide workers' compensation, public liability and property damage protection for the CITY/TOWN and its employees and for the actions or omissions of those employees in accordance with the ordinances, rules and procedures of the CITY/TOWN as may be approved by its mayor and governing body.

SECTION 10 Non-Compensable Maintenance

The DEPARTMENT shall not compensate the CITY/TOWN for costs incurred in mowing the right-of-way or for striping for parking and miscellaneous markings, nor shall the DEPARTMENT pay for any maintenance on drainage systems and facilities, curbs, sidewalks or driveways, for any damage caused by drainage systems or utilities or for any maintenance performed outside of the curb of shoulder line on any roadway without curbs on any State or Federal highway which is continued as a municipal street within the CITY/TOWN.

SECTION 11 Major Repairs

The DEPARTMENT will perform major reconstruction or repair such as milling and

overlay/resurfacing, widening, reconstructing, realignment and bridge structure repair on State and Federal highways continued as municipal streets within the CITY/TOWN.

SECTION 12 Reserved Maintenance

The DEPARTMENT will maintain all permanent signing adjacent to, and roadway striping on, the driving surface of municipal streets which are continuations of State or Federal highways within the CITY/TOWN.

SECTION 13 Departmental Authorization and Inspection

The CITY/TOWN must secure written authorization from the DEPARTMENT for all roadway maintenance prior to commencement of any maintenance for which reimbursement will be requested by the CITY/TOWN in accordance with terms of this Agreement. In emergency situations the CITY/TOWN may effect temporary or stabilizing repairs upon telephone authorization. Minor routine repairs such as small pot hole patching may be performed throughout this Agreement period upon approval by DEPARTMENT of a CITY/TOWN maintenance program which includes methods and materials to be used for such repairs. The CITY/TOWN must notify the DEPARTMENT within forty-eight (48) hours of completion of any approved roadway maintenance activity in order that the department may inspect and accept the completed work prior to final reimbursement. Any work determined by the DEPARTMENT not to be in conformance with the DEPARTMENT standards of quality and workmanship will be corrected or removed and replaced at CITY/TOWN expense as directed by the DEPARTMENT field personnel.

SECTION 14 Traffic Control During Maintenance

The CITY/TOWN will provide appropriate temporary signage, barricades and channeling devices, markings, light devices and traffic control through work areas as are described and required by the Manual on Uniform Traffic Control Devices for maintenance and construction zones.

SECTION 15 Utilities

Roadway restoration necessitated by installation or repair of underground utilities is not maintenance within the contemplation of this Agreement and is not compensable. Utility permits must be obtained from DEPARTMENT for all utility associated work performed within the right-of-way limits before such work may commence.

SECTION 16 Authorization to Execute Agreement

The CITY/TOWN agrees that it will, by resolution of its governing body, duly authorizes the execution of this Agreement by proper officials, and will attach copies of such resolution to this Agreement.

SECTION 17 Prior Understandings

This Agreement incorporates and reduces to writing all prior understandings, promises, agreements, commitments, covenants, or conditions, and constitutes the full and complete understanding and contractual relationship of the parties. This Agreement is entered into for a total amount not to exceed Fifty Thousand Dollars ($50,000.00).

SECTION 18 Amendments of Modification of Agreement

No changes, revisions, amendments or alterations in the manner, scope, or type of work or compensation to be paid by DEPARTMENT shall be effective unless reduced to writing and executed by the parties with same formalities as are observed in the execution of this Agreement.

SECTION 19 Records

The CITY/TOWN is to maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and to make such materials available at its respective offices at all reasonable times, during this Agreement period and for three (3) years from the date of final payment under this Agreement, for inspection by the DEPARTMENT and the State Auditor and Inspector, and copies thereof shall be furnished to the DEPARTMENT, if requested.

SECTION 20 Governing Law and Regulations

This Agreement shall be governed and construed in accordance with the laws of the State of Oklahoma and the applicable rules, regulations, policies, and procedures of the Oklahoma Transportation Commission.

SECTION 21 Notices

All notices, demands, requests, or other communications which may be or are required to be given, served or sent by either party to the other pursuant to the Agreement shall be in writing and shall be deemed to have been properly given or sent:

(a) if intended for the DEPARTMENT, by mailing by first class mail or, if sender prefers, by registered or certified mail, return receipt requested, with postage prepaid, addressed to State at:

Oklahoma Department of Transportation
PO Box 1449
Clinton, OK 73601

(b) if intended for the CITY/TOWN, by mailing by first class mail or, if sender prefers,

by registered or certified mail, return receipt requested, with postage prepaid addressed to the CITY/TOWN at:

Grayson Bottom, City Manager
City of Clinton
PO Box 1177
Clinton, OK 73601

SECTION 22 Civil Rights Act of 1964

The CITY/TOWN agrees to comply with Title VI of the Civil Rights Act of 1964, 78 O.S. §252, 42 U.S.C. § 2000d et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Part 21 - "Nondiscrimination in federally assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act 1964".

SECTION 23 Headings

Article headings used in this Agreement are inserted for convenience in reference only and shall not be deemed a part of this Agreement for any purpose.

SECTION 24 Binding Effect

This Agreement shall be binding upon and insure to the benefit of the DEPARTMENT and the CITY/TOWN and shall be binding upon their successors and assigns subject to the limitations of Oklahoma law.

SECTION 25 Severability

If any provision, clause, or paragraph of this Agreement or any document incorporated by reference shall be determined invalid by a court of competent jurisdiction, such determination shall not affect the other provisions, clauses, or paragraphs of this Agreement which are not affected by the determination. The provisions, clauses, or paragraphs of this Agreement and any documents incorporated by reference are declared severable.

SECTION 26 Effective Date

This Agreement shall become effective on July 1, 2009.

IN WITNESS THEREOF, _____ of the CITY/TOWN of _____, has set his hand and seal this _____ day of _____, 2009, and John Fuller, Deputy Director/Chief Engineer, has set his hand and seal this _____ day of _____, 2009.

CITY/TOWN OF _____

_____
CITY/TOWN Official

ATTEST:

_____
CITY/TOWN Clerk

(SEAL)

Approved as to form and legality:

_____
CITY/TOWN Attorney

OKLAHOMA DEPARTMENT OF TRANSPORTATION

RECOMMENDED APPROVAL:

_____
Brent Almquist, Division Five Engineer

_____
Kevin Bloss, State Maintenance Engineer

_____
Gary Evans, Asst. Chief Engineer/Dir. - Operations

Approved as to form and legality:

_____
General Counsel

Approved:

_____
John Fuller, Deputy Director/Chief Engineer

PROCLAMATION

AUGUST 2010

BONE MARROW MATCHING AWARENESS

WHEREAS, each year 10,000 people are diagnosed with a condition requiring a bone marrow transplant, and

WHEREAS, seventy percent of patients cannot find a bone marrow match; and

WHEREAS, the Jada Bascom Foundation and Jeana Moore are raising awareness about the simplicity of joining the bone marrow registry, and

WHEREAS, Jeana Moore's granddaughter, Jada Bascom, was saved by a bone marrow donor matched from the registry; and

WHEREAS, anyone can join the bone marrow registry by ordering a cheek swab kit at www.bethematch.org, and

WHEREAS, by donating bone marrow you can save a life; and

WHEREAS, Jada Bascom was born on April 16, 2007;

NOW, THEREFORE, BE IT RESOLVED that I, Allen Bryson, Mayor of the City of Clinton, Oklahoma, speaking on behalf of the entire City Council and the citizens of Clinton hereby recognize August 2010 as Bone Marrow Matching Awareness Month.

IN WITNESS WHEREOF, on the 17th day of August, 2010, I have hereunto set my hand and caused the Seal of the City of Clinton to be affixed.

_____

Allen Bryson, Mayor

City of Clinton, Oklahoma

Blackboard Connect for Government®

GSA Quote

Unlimited Use Service Proposal for City of Clinton, OK

Company Information

Blackboard Inc.
650 Massachusetts Ave NW
Washington, DC 20001

DUNS Number: 01-613-1430
Tax ID Number: 52-2081178
CAGE Number: 1QLN4
GSA Contract Number: GS-35F-0554M

PLEASE FAX ALL ORDERS TO 617-812-1064

Prices Valid through August 14, 2011

Service Summary: The Blackboard Connect for Government service allows government leaders to provide notices, direction, and reassurance to reach thousands of constituents in minutes without having to invest in or maintain hardware, software, or additional phone lines. Now, you can reach your entire community—quickly and reliably—with voice, text, and email messages.

Services include:

- An integrated communications suite, including Priority Communication, Community Outreach and Interactive Survey
- Voice and text/SMS delivery to multiple communication devices
- Geo-Calling feature lets you target recipients using a map
- 24/7/365 proactive Client Care support
- Unlimited use for a fixed, annual fee
- Initial set-up, training and refresher training sessions included
- Delivery to up to three phones, two email addresses and one SMS phone per contact
- Superior call routing, throttling, and load balancing expertise
- Fully hosted and managed Software as a Service (SaaS) --- no maintenance required
- Message delivery tracking with comprehensive reporting

Quote Summary: All products and services quoted are available through the Blackboard Inc. GSA Schedule GS-35F-0554M and pursuant to the Terms and Conditions negotiated therein. Please include in the purchase order all the information in the price quote below, reference Blackboard GSA Schedule GS-35F-0554M and attach this price quote in its entirety.

SIN #	*Product Description*	*Initial Term & Scope*	*GSA Price*	*Annual Fee*
132-32	Blackboard Connect for Government Service	August 15, 2010 – August 14, 2011 for 4,199	$1.91 per Recipient	$8,020

Questions? Please call:

James Price, Contracts
202-463-4860 x2791 or
Barbara Hsieh
818-808-1477

Next Steps

1. Fax Purchase Order and Signed Proposal to 617-812-1064.
2. Import recipient data (Blackboard Connect provides resident/ business data).
3. Implementation of service and orientation for all designated system users.
4. Begin sending Priority, Outreach and Interactive Survey communications.

Clinton, OK **Authorized Signatory:** _____ **Name & Title:** _____ **Execution Date:** _____ **Address:** **Name:** **Tel:** **Email:**	**BLACKBOARD CONNECT INC.** **Authorized Signatory:** _____ **Name & Title:** _____ **Execution Date:** _____ **Address: Blackboard Connect Inc.** **15301 Ventura Blvd., Building B, Suite 300** **Sherman Oaks, CA 91403** **Name: Phillip Huff, Controller** **Tel: (818) 808-1722 Fax: (818) 450-0425** **Email: phillip.huff@blackboardconnect.com**

Contract Instructions – Renewal

Thank you and welcome to the *Blackboard Connect* service. To complete processing of your contract, please follow the three steps, below:

Step 1. Fax a signed copy of the attached Services Agreement to (818) 450-0425.

Step 2. Choose "a" or "b" (YES or NO) below:

a) Do you wish to have an original, signed contract returned to you?
If YES, check the box below and confirm the name of the addressee.

☐ YES – please return an original, signed contract to:

Attention: _____

(b) If you do not require return of your original contract, a fully- executed copy will be returned to you by FAX. Please confirm the name of the addressee and provide your FAX number.

☐ NO – a FAX copy is all I need. Please FAX a copy to:

Attention: _____

Fax Number: _____

Step 3. Mail your signed original(s)* of the Services Agreement to:

Blackboard Connect Inc.
Attn: Ozie Malikyar
650 Massachusetts Ave NW
6th Floor
Washington, DC 20001

Note: If you requested in item #3 above that an original document be returned, please forward TWO signed originals of the Services Agreement. To receive a FAX copy only, send ONE signed original.

Implementation begins upon receipt of a FAX copy of the signed Services Agreement!
Our Client Care department will then contact the appropriate parties at the client's site to coordinate orientation. When the original contracts are received, we will promptly return one fully-executed contract copy of our contract for your records. If you have any questions, please contact:

Ozie Malikyar, Contract Specialist
Tel: (202) 463-4860, ext. 2574
Email: Ozie.Malikyar@Blackboard.com

Blackboard