PUBLIC NOTICE OF A REGULAR MEETING
OF THE CITY COUNCIL
TUESDAY, MAY 17, 2011 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Meeting status: Completed

1. Call to Order

2. Opening Prayer Father Rex Arnold, St. Mary's Catholic Church

3. Consent Agenda

    A. Consider approval of minutes on May 3, 2011 and
    Special Meeting of April 28, 2011 and
    Special Meeting of May 10, 2011

4. Action Items:

    A. Consider renewal of contract with Multi-County Youth Services for the Community Intervention Center

    B. Consider Election of Three Trustees to the Oklahoma Municipal Assurance Group

    C. Consider Ordinance No. 930A amending Flood Damage Prevention Ordinance

    D. Consider Resolution No. 798 regarding lease purchase of City Hall Roof and Windows

    E. Consider Lease Purchase Agreement with First Bank & Trust Company regarding City Hall Roof and Window Project

    F. Consider Application #1 for payment to Joe D. Hall General Contractors, LLC for the City Hall Roof and Window Project

    G. Confirmation of Clinton Municipal Swimming Pool rates for 2011

5. City Manager's Report

6. Audience Participation

7. Adjournment

Filed this 13th Day of May, 2011. Posted on the bulletin board in the lobby of the Clinton City Hall on May 13, 2011 at 1:30 p.m.

MINUTES OF THE CLINTON CITY COUNCIL
MAY 3, 2011

Minutes of the regular meeting of the Mayor and City Council of the City of Clinton, Oklahoma, Custer County, held in the City Council Room, City Hall on Tuesday, May 3, 2011 at 5:30 p.m. A notice of this meeting with agenda was posted on the bulletin board in the lobby of Clinton City Hall on April 29, 2011.

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

MAYOR: Allen Bryson
COUNCIL: Steve Jones, Don Rodolph, Bob Marcy, Phyllis Smith
CITY MANAGER: Steve Hewitt
CITY CLERK: Lisa Anders
CITY TREASURER: Debra Blanchard
DEPUTY CITY CLERK: Rhonda Williams
CITY ATTORNEY: Ryan Meacham
NEWS MEDIA: Rod Serfoss and Jarod Atha
OTHERS: Arnold Adams, Mary Helen Jones, Rusty Whisenhunt, David Crabtree, Gene McCullough, Curtis Maloy and others.

Roy Dobbs of the First Church of God opened the meeting with prayer and Councilwoman Phyllis Smith led the Pledge of Allegiance.

AGENDA ITEM NO. 4: CONSENT AGENDA:

A. Minutes of Regular Meeting of April 19, 2011
B. Consider Claims

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

Mayor put the motion to a roll call vote:

Aye: Jones, Marcy, Smith, Rodolph, Bryson
Nay: None

Mayor declared the motion carried.

AGENDA ITEM NO. 4 ACTION ITEMS

4A. CONSIDER PROCLAMATION REGARDING KNIGHTS OF COLUMBUS

Motion was made by Councilman Jones and seconded by Councilman Marcy to authorize the Mayor to sign the Proclamation regarding Knights of Columbus.

Mayor put the motion to a roll call vote:

Aye: Jones, Marcy, Rodolph, Smith, Bryson
Nay: None

Mayor declared the motion carried.

4B. CONSIDER PROCLAMATION DECLARING FOSTER CARE MONTH

Motion was made by Councilman Jones and seconded by Councilwoman Smith to declare May as Foster Care Month.

Mayor put the motion to a roll call vote:

Aye: Jones, Smith, Rodolph, Marcy, Bryson
Nay: None

Mayor declared the motion carried.

4C. CONSIDER RESOLUTION 797 REGARDING SETTING 2011 MUNICIPAL ELECTION DATES

City Manager Steve Hewitt explained that the resolution sets for filing period and establishes the dates for the 2011 municipal elections for Ward One, Ward Three and the balance of the term for Ward Four.

Motion was made by Councilman Rodolph and seconded by Councilman Jones to approve Resolution 797 regarding setting the dates for the 2011 Municipal Elections.

Mayor put the motion to a roll call vote:

Aye: Rodolph, Jones, Marcy, Smith, Bryson
Nay: None

Mayor declared the motion carried.

4D. REQUEST AUTHORIZATION TO PURCHASE TWO POLICE UNITS

REQUEST AUTHORIZATION TO PURCHASE TWO POLICE UNITS

City Manager Steve Hewitt explained that at a previous meeting no bids were received for police units. He said that McKinsey Ford had searched for and found two units since that time. The cost of the two units is $47,100 which meets the budgeted amount. Hewitt recommended the purchase of the two units with two trade-in units from McKinsey Ford.

Motion was made by Councilman Rodolph and seconded by Councilman Jones to follow the recommendation of the City Manager and purchase the two police units and trade in two units to McKinsey Ford.

Mayor put the motion to a roll call vote.

Aye: Rodolph, Jones, Smith, Marcy, Bryson
Nay: None

Mayor declared the motion carried.

4E. CONSIDER ROTARY REQUEST FOR FUNDING ASSISTANCE WITH FIREWORKS DISPLAY

City Manager Steve Hewitt said Rotary President Jason Sternberger had asked if the City could assist with the funding for the 4th of July Fireworks display. He said it is not uncommon for the city to be a small partner in a project such as this. He said the funding should be evaluated each year since this event is for the entire community.

Motion was made by Councilman Rodolph and seconded by Councilman Jones to allow $2,500 for the fireworks display for this year.

Mayor put the motion to a roll call vote:

Aye: Rodolph, Jones, Smith, Bryson
No: None
Abstain: Marcy

Mayor declared the motion carried.

4F. CONFIRM SELECTION OF ENGINEER FOR CHAPMAN ROAD PROJECT

City Manager Steve Hewitt said he received 15 submittals from engineering firms expressing interest in the Chapman Road Project. He said Oklahoma Department of Transportation had instructed the City to re-design the construction project and have it submitted by September 2011. Hewitt recommended contracting with Professional Engineering Consultants for the design of Chapman Road.

Motion was made by Councilman Rodolph and seconded by Councilman Marcy to confirm the selection of Professional Engineering Consultant for the Chapman Road Project.

Mayor put the motion to a roll call vote:

Aye: Rodolph, Marcy, Smith, Jones, Bryson
Nay: None

Mayor declared the motion carried.

5. CITY MANAGER'S REPORT

City Manager Steve Hewitt distributed the draft 2011-2012 budgets. Treasurer Debra Blanchard discussed the memos included in the budget and explained the process of compiling the budget numbers.

6. AUDIENCE PARTICIPATION

Mayor Allen Bryson said he had received a call from Custer City Mayor Tony Littleton who expressed the appreciation there community has for the fire department and their assistance on the recent fire in Custer City.

AGENDA ITEM NO. 7: ADJOURNMENT

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

Mayor put the motion to a roll call vote:

Aye: Jones, Marcy, Rodolph, Smith, Bryson
Nay: None

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

RESOLUTION NO. 797

BE IT RESOLVED BY the City Council of the City of Clinton that for the purpose of electing officers of said City that said City of Clinton will conduct:

1. **A primary election, if needed, to be held on Tuesday, July 12, 2011; *Should there be only two candidates for an office to be filed, their names will be placed on the November General Election ballot and the names will not appear on the July Primary ballot;* and**

2. **A general election, if needed, to be held on Tuesday, November 8, 2011; and**

BE IT FURTHER RESOLVED that the following officers will be elected for the terms of office;

Councilman representing Ward One and Councilman representing Ward Three, each for a term of two years, beginning at 5:30 P.M., on Tuesday, January 3, 2012; and Councilman representing Ward Four for the balance of a two year term

Filing period for the above mentioned office will be for 8 o'clock A.M., Monday, June 6, 2011 through 5 o'clock P.M. Wednesday, June 8, 2011, in the office of the Custer County Election Board located at 633 North 6th in Clinton, Oklahoma; and

BE IT FURTHER RESOLVED that candidates for Councilman for the aforementioned wards must be qualified electors of their respective wards, and candidates for councilman from the aforementioned wards shall be nominated and elected by the qualified electors of their respective wards. Both primary and general elections shall be nonpartisan; and no party designation or emblem shall be placed on the ballots.

Adopted this 3 **day of** May, **2011.**

Allen Bryson

Allen Bryson, Mayor

ATTEST:

Lisa Anders

Lisa Anders, City Clerk

I, Jeri Zitterkob, **Custer County Election Board Secretary have this day received a copy of the above Resolution of the City of Clinton, Oklahoma.**

Date; May 4, 2011

Jeri Zitterkob

Jerri Zitterkob, Custer County Election Board Secretary

Received
MAY 04 2011
Custer County
Election Board

MINUTES OF THE SPECIAL MEETING OF THE CLINTON CITY COUNCIL THURSDAY, APRIL 28, 2011

Minutes of the special meeting of the Mayor and City Council of the City of Clinton, Oklahoma, Custer County, held in the City Council Room, City Hall on Thursday, April 28, 2011 at 5:30 p.m. A notice of this meeting with agenda was posted on the bulletin board in the lobby of Clinton City Hall on April 25, 2011.

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

MAYOR: Allen Bryson
COUNCIL: Bob Marcy
CITY MANAGER: Steve Hewitt
NEWS MEDIA: Gerald Green
OTHERS: Bobby Hoffman, Hark Barnhart, Denton Payne, K.D. Kappel and others..

AGENDA ITEM NO. 2: Ward 3 Meeting

Multiple topics were discussed pertaining to the City of Clinton

AGENDA ITEM NO. 3: ADJOURNMENT

The meeting was adjourned.

MINUTES OF THE SPECIAL MEETING OF THE CLINTON CITY COUNCIL TUESDAY, MAY 10, 2011

Minutes of the special meeting of the Mayor and City Council of the City of Clinton, Oklahoma, Custer County, held in the City Council Room, City Hall on Tuesday, May 10, 2011 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 5, 2011.

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

MAYOR: Allen Bryson
COUNCIL: Bob Marcy, Steve Jones
CITY MANAGER: Steve Hewitt
NEWS MEDIA: None
OTHERS: Julie Menge, Jamie & Kellie Patton and others..

AGENDA ITEM NO. 2: Ward 1 Meeting

Multiple topics were discussed pertaining to the City of Clinton

AGENDA ITEM NO. 3: ADJOURNMENT

The meeting was adjourned.

Clinton
Hub City of Western Oklahoma

Agenda Commentary

Item Title/ Subject: Service Agreement with Committee of Concern, Inc. dba Multi-County Youth Services

Staff Source: City Clerk Lisa Anders

History/Background Information: This professional service agreement is a renewal agreement for use of the Community Intervention Center Service from July 1, 2011 through June 30, 2012.

Item/Subject Summary: This is a budgeted item listed in the Governing Board section of the budget under the Contributions to Other Agencies.

Price/Cost: $16,000.00

Recommendation: Recommend approval of agreement

PROFESSIONAL SERVICES AGREEMENT WITH COMMITTEE OF CONCERN, INC. dba MULTI-COUNTY YOUTH SERVICES FOR USE OF COMMUNITY INTERVENTION CENTER SERVICES

This agreement is made and entered into this 3rd day of May 2011 by and between the City of Clinton, a municipal corporation, hereinafter referred to as "City" and Committee of Concern, Inc., dba Multi-County Youth Services hereinafter referred to as "MCYS". When references are made to both the City and MCYS, they will be referred to as "Parties."

WITNESSETH:

Whereas, 10A Okla. Stat.2-7-305 provides for Interlocal Agreements with the district courts allowing a municipality to assume jurisdiction for certain enumerated violations of municipal ordinances, including: vandalism, shoplifting, trespassing, assault, battery, assault and battery, truancy, curfew, possession of non intoxicating beverages, possession of alcoholic beverages, disorderly conduct, public intoxication, failure to appear for court appearance, or comply with a court order, and any other municipal ordinances as agreed by the district court, the district attorney and the municipality.

Whereas the City has executed a interlocal agreement with Custer County District Court and

Whereas, 10A Okla. Stat.2-7-305 further authorizes the City of Clinton to contract with an independent entity, public or private, certified by the Oklahoma Office of Juvenile Affairs, for purposes of assessment and processing of juveniles who are taken into custody for one or more of the alleged violations of a municipal ordinance or state statute.

Whereas, MCYS has secured the necessary certification required by 10A Okla. Stat.2-7-305 and the Parties are desirous of entering into an Agreement for the temporary holding, assessment, and processing of juveniles who are in police custody for all of the enumerated municipal or state violations allowed by law.

Now, therefore, the Parties, in consideration of the premises and the mutual covenants set forth below, do hereby agree as follows:

ARTICLE I: TERM/RENEWAL

A. The term of the Agreement shall be effective the 1st day of July, 2011 at 12:01 a.m. through June 30, 2012. Thereafter, this agreement shall be automatically renewed for the successive one-year periods corresponding with the City's fiscal year.
B. This Agreement may be terminated by mutual consent or by either party, with our without cause, by giving thirty (30) days' written notice to the other Party.
C. Either party may request a modification of the Agreement by making a written request identifying the desired amendments, or the subject matter thereof, at least forty-five (45) days in advance of the negotiations concerning such amendment.

ARTICLE II: COMPENSATION

Under the terms of the Agreement, the City shall pay MCYS an amount of $16.000.00

ARTICLE III: SCOPE OF SERVICES

A. The purpose of this Agreement is to obtain the services of the Multi-County Youth Services Community Intervention Center, which has received the proper approval and certification by the Office of Juvenile Affairs as required by 10A Okla. Stat.2-7-305. The Community Intervention Center located in Clinton may serve additional communities in Western Oklahoma.

B. MCYS agrees that it shall take all necessary steps to comply with all requirements of 10A Okla. Stat.2-7-305 and all standards promulgated by the Oklahoma Office of Juvenile Affairs including:
   1. Once the juvenile is in custody of the city and taken to the CIC, MCYS shall take all reasonable steps to locate the child's parent, legal guardian, legal custodian, attorney, or other responsible adult. Once contact as been made, the juvenile shall be released to the personal custody of his or her parent, legal guardian, legal custodian, attorney, or other responsible adult as soon as practical and upon the written promise of such person to return said juvenile to the appropriate court of jurisdiction to answer the charges.
   2. The juvenile shall be held for no longer than is required for processing and assessment up to a maximum twenty-four (24) hours. If no parent, legal guardian, legal custodian, attorney, or other responsible adult appear for the release then custody of juvenile shall be handled pursuant to 10A Okla. Stat.2-7-305.
   3. MCYS shall provide adequate fresh drinking water, adequate food not less than three (3) times in a twenty-four-- (24) hour period, adequate bathroom facilities and bedding. The child's parent, legal guardian, legal custodian, or attorney shall be responsible for any health care costs incurred.
   4. MCYS shall not provide transportation for juveniles held at the CIC.

C. MCYS further agrees to:
   1. Communicate with the Municipal Court and the Police Department in order to ensure effective use of services.
   2. Conduct a brief assessment on each youth, collecting the following information:
      a) youth's current living situation and who has responsibility for meeting his/her basic needs
      b) youth's current education status (enrolled, attending, suspended, expelled, dropped out)
      c) indications that the youth is involved with illegal substances.
      d) signs that the youth is a victim of violence
      e) the initial assessment may result in a referral to another agency for more in-depth assessments.
   3. Collect demographic information and enter it into JOLTS (Juvenile On-Line Tracking System) when the system is capable of accepting the data. .
   4. Track the youth through the municipal court system and enter appropriate information into JOLTS.
   5. Maintain records in accordance with State Law and provide the municipality with monthly reports that include but are not limited to the following information:
      a) Number of juveniles handled from the City
      b) Operational issues of concern

D. MCYS agrees to comply with all Local, State and/or Federal requirements concerning operation of a Community Intervention Center for juveniles for the City of Clinton.

E. The City of Clinton agrees to:

1. The City shall maintain an interlocal agreement with the District Court.
2. The City shall enact an ordinance to fine parents who fail to have the juvenile appear in court or assume custody from the CIC in a timely manner according to 10A Okla. Stat.2-7-305 To have all ordinances in place for the municipal court to handle 10A Okla. Stat.2-7-305 juvenile offenses.
3. Assure police department compliance with the criteria established for admission of juveniles to the Community Intervention Center.
4. Provide all necessary transportation of the juvenile while at the CIC.
5. Shall provide for any health care and treatment. The child's parent, legal guardian, legal custodian or attorney shall be responsible for any health care costs incurred.
6. Assist CIC staff in contacting parents who do not have a telephone.

ARTICLE IV: INDEPENDENT CONTRACTOR AND INSURANCE

This agreement shall not be construed as creating any agency or third party beneficiary agreements or liability in any form or manner whatsoever.

MCYS is an independent contractor and not an employee of the City of Clinton, and agrees to furnish the following certificate of insurance acceptable to the City, which shall be attached to this agreement.

1. Adequate Worker's Compensation coverage to comply with State laws and Employer's Liability Coverage in a minimum amount of $100,000.
2. Comprehensive Liability Coverage sufficient to meet the City's maximum liability under the Governmental Tort Claims Act, 51 Okla.Stat. 151 et seq. The Current minimum General Liability Coverage is $100,000 per person for bodily injury or death and $25,000 for property damage and $1,000,000 for any number of claims arising out of a single incident or occurrence.

ARTICLE V. INDEMNITY

MCYS hereby agrees to release, defend, indemnify and save harmless the City of Clinton its officers, agents, and employees from and against any and all loss or of damage to property, injury or death of any person or persons, and from and against any and all claims, damages, suits, costs, etc., in connection with any negligent acts of MCYS in connection with this Agreement. However, MCYS shall not be liable hereunder for any loss occurred by the negligent acts of the City of Clinton, its agents, or employees.

ARTICLE VI.

The Parties agree that MCYS may not assign its interest in this Agreement without prior written consent of the City.

In Witness Whereof, the Parties have executed this, Agreement by the signatures of the authorized persons listed as below set forth on the dates therein set out.

Committee of Concern, Inc. dba
Multi-County Youth Services

Attest:

Byron Cox, Board President

Dan Day, Secretary

PASSED AND APPROVED by the Mayor and City Council of the City of Clinton this 3rd day of May 2011.

City of Clinton, Oklahoma

Attest:

MAYOR

CITY CLERK

OMAG
Oklahoma Municipal Assurance Group

TO: Members of the Oklahoma Municipal Assurance Group

FROM: Patrick Parsons, Chief Executive Officer

DATE: April 13, 2011

SUBJECT: Election of Three Trustees

Herein is the **OFFICIAL BALLOT** for the governing body of your municipality to use in electing three (3) members to the Board of Trustees of the Oklahoma Municipal Assurance Group for three-year terms commencing July 1, 2011.

Trustees whose terms expire on June 30, 2011 are:

Mr. Earl Burson, City Manger of Harrah
Ms. Janice Cain, City Administrator of Marlow
Ms. Pam Polk, City Manager of Collinsville

Trustees whose terms expire on June 30, 2012 are:

Mr. Wilt Brown, City Manager of Hobart
Ms. Patti Kusel-Shelite, Clerk-Treasurer of Fort Cobb

Trustees whose terms expire on June 30, 2013 are:

Mr. Mike Bailey, Clerk-Finance Director of Bartlesville
Mr. John Sheppard, City Manager of Walters

PLEASE BE ADVISED THAT THE FAILURE TO PROPERLY SUBMIT THIS BALLOT WILL INVALIDATE THE BALLOT!

Your Ballot must be:

(1) Signed by the Mayor;
(2) Attested by the City Clerk; and
(3) Returned to OMAG no later than May 31, 2011 by: (1) sending a facsimile of the ballot to OMAG at (405) 525-5888; (2) sending the ballot to Karen Jones at kjones@omag.org; or (3) sending OMAG the ballot by certified mail.

4130 N. Lincoln Blvd.
Oklahoma City, Oklahoma
73105-5209
405/525-6624
800-234-9461
fax: 405/525-5888
www.omag.org

BALLOTError! Bookmark not defined.

OKLAHOMA MUNICIPAL ASSURANCE GROUP
2011 Election of Three Trustees

The biographical sketch for each nominee was written by the person(s) who made the nomination. Nominees are listed in alphabetical order. YOU MAY VOTE FOR THREE (3) NOMINEES.

____ **EARL BURSON, City Manager, City of Harrah.** Earl Burson has been in city management since 1990 and is presently City Manager of Harrah, Oklahoma. He's a graduate of Oral Roberts University. He's the Chairman of the Managers in Transition Committee through OCMA and credentialed through ICMA. He has served for two years on the OMAG Board. **(The City of Harrah participates in the Municipal Property Protection Plan, the Municipal Liability Protection Plan, and the Municipal Workers' Compensation Plan.)**

____ **JANICE CAIN, City Administrator, City of Marlow.** City Administrator for the City of Marlow since 1998; Currently serves on the OMAG Board; Boardmember for the OMPA; Past President and boardmember of the CMA of OK; Past President and boardmember of the MESO Board; received the Larry Hobart Seven Hats award from the APPA for leadership. **(The City of Marlow participates in the Municipal Workers' Compensation Plan, the Municipal Liability Protection Plan, and the Municipal Property Protection Plan.)**

____ **CAMILLE DOWERS, City Clerk, City of Newcastle.** Camille Dowers is the Newcastle City Clerk. She currently serves as Trustee for First United Methodist Church, Blanchard, and Delta Gamma House Corporation. She is a licensed attorney with 20 years experience, a former licensed securities and insurance agent, and previously taught business law at the University of Oklahoma. **(The City of Newcastle participates in the Municipal Workers' Compensation Plan.)**

____ **DIANNE GRAY, Council Member, City of Noble.** I've been an office manager for the medical and legal industries for many years. I'm now serving my third term as Council Member for the City of Noble. Other local volunteer activities include: Founder and President of Noble Farmers Market, Treasurer of Toastmasters and officer in Noble Chamber of Commerce. **(The City of Noble participates in the Municipal Workers' Compensation Plan, the Municipal Liability Protection Plan, and the Municipal Property Protection Plan.)**

____ **GEORGE JONES, City Manager, City of Drumright.** Mr. Jones has been a municipal official for over 30 years. He previously served a total of 17 years on the OMAG board between 1987-2005. He retired from Bartlesville in 2005, served two years as a City Administrator in Texas and was appointed City Manager in Drumright in 2008. **(The City of Drumright participates in the Municipal Workers' Compensation Plan, the Municipal Liability Protection Plan, and the Municipal Property Protection Plan.)**

____ **SANDRA KIMERER, City Clerk/Treasurer/Finance Director, City of Bethany.** Sandra, MBA, CFA, CPA, worked for banks in accounting and investment management, as Treasurer for Del City, and currently is Finance Director with Bethany. She serves on the GAA Committee at OSCPA. She is a member of the CFAI, and CFAOK where she served as officer and Board member. **(The City of Bethany participates in the Municipal Liability Protection Plan, the Municipal Workers' Compensation Plan, and the Municipal Property Protection Plan.)**

____ **PAM POLK, City Manager, City of Collinsville.** Pam is the city manager of Collinsville, Oklahoma. She currently serves as chair for OMAG and also serves as a board director for MESO, and the MET. Pam is also the first and only, female city manager in Oklahoma to be credentialed through the International City/County Management Association. **(The City of Collinsville participates in the Municipal Liability Protection Plan and the Municipal Property Protection Plan.)**

____ **JUDY SCULLAWL, City Clerk, City of Catoosa.** Judy Scullawl has twenty-eight years experience in municipal government; serving as City Clerk in Catoosa. She holds the Certified Municipal Clerk designation. Judy is a recipient of the OML Honor Roll of Service Award. She has experience serving on Budget, Insurance, and various other committees. **(The City of Catoosa participates in the Municipal Liability Protection Plan and the Municipal Workers' Compensation Plan.)**

SEE REVERSE FOR ADDITIONAL NOMINEES

SEE REVERSE FOR ADDITIONAL NOMINEES

___ **CRAIG STEPHENSON, City Manager, City of Ponca City.** Craig has 25 years municipal government experience serving communities in Oklahoma and Kansas as Assistant City Manager and City Manager. Craig holds Bachelor's and Master's degrees in Political Science and earned ICMA Credentialed Manager designation. He serves on the CMAO Board of Directors and a member of Ponca City Rotary. **(The City of Ponca City participates in the Municipal Liability Protection Plan and the Municipal Property Protection Plan.)**

___ **CHERI WEBER, Finance Director, City of Anadarko.** Cheri is the Finance Director/Treasurer for the City of Anadarko and has been employed since 2002. Graduated from the University of Science & Arts in Chickasha, Oklahoma. Current member of OMCTFDA, GFOAO, and OAPT. Prior to working for the City she was employed by Paul Taylor, DDS. **(The City of Anadarko participates in the Municipal Liability Protection Plan and the Municipal Property Protection Plan.)**

Ballot cast for the governing body of the municipality of _____

Signed: _____
Mayor

Attested: _____ Date: _____, 2011
Clerk

PLEASE BE ADVISED THAT THE FAILURE TO PROPERLY SUBMIT THIS BALLOT WILL INVALIDATE THE BALLOT!

Your Ballot must be returned to the Oklahoma Municipal Assurance Group, 4130 N. Lincoln Blvd., Oklahoma City, OK, 73105-5209 no later than *May 31, 2011,* by:

(1) sending a facsimile of the ballot to OMAG at (405) 525-5888;
(2) sending the ballot to Karen Jones at kjones@omag.org; or
(3) sending OMAG the ballot by certified mail.

City of Harrah

PO Box 636 * 1900 N. Church Ave * Harrah, OK 73045 * 405-454-2951 * fax 405-454-2130

March 25, 2011

City of Clinton
PO BOX 1177
Clinton OK. 73601

Re: Earl Burson, Candidate for the OMAG Board of Trustees

Dear Mayor, Vice-Mayor, Council Members, City Manager and City Clerk:

My name is Earl Burson and I would like to ask in advance for your vote to continue to serve as a member of the OMAG Board of Trustees. I have had the privilege of serving on this Board since 2009. It has been my honor to work with the other members of the Board, as well as the outstanding staff of OMAG.

During my 30 years as a City Manager I have learned the importance of the many services provided to municipalities by OMAG. In my opinion OMAG goes above and beyond in order to assure that the needs of the member cities are met. Through my career I have always strived to do the best for the cities I serve, and have done so as a member of the Board of Trustees for OMAG.

Once again I would appreciate your vote of support to continue as a member of the Board of Trustees as we continue our efforts to maintain and expand the many services provided by the Oklahoma Municipal Assurance Group.

Respectfully,

Earl D. Burson

Earl D. Burson, City Manager
City of Harrah
earl.burson@harrah-ok.gov

EDB:smm

CITY OF Collinsville OKLAHOMA

P.O. Box 730 ▪ Collinsville, OK 74021 ▪ (918)371-1010 ▪ Fax (918)371-1019
www.cityofcollinsville.com

April 20, 2011

I would really appreciate your vote. Thank you Pam

Re: Pam Polk, Candidate for OMAG Board of Trustees

Dear Mayor, Council Members, City Manager and City Clerk:

Hello again comrades! My name is Pam Polk and I currently serve you as chairman of the Oklahoma Municipal Assurance Group's board of directors. My term on the board expires in June and I would very much appreciate your vote to continue working for you and your city.

I have served Oklahoma cities and towns on this board for the past six years, and I can assure you that each decision made has been weighed carefully. There have been tough topics, questions and some tough decisions, but all were made with the best interest of our cities and towns at heart.

I started my municipal career in Mangum as city clerk in 1996. I was also city manager there for three years before accepting the city manager's position in Collinsville, where I presently serve. I have a B.S. (no jokes now!) in Business Administration/Management and a Master's of Business. I've also earned the credentialed manager accreditation through the International City/County Management Association

I would be honored to continue serving as your advocate on the OMAG board. I will continue to work hard for all of us and would genuinely appreciate your vote of confidence.

Respectfully,

Pam Polk
City Manager

CITY OF NOBLE

Rose Rock Capital of the World

April 15, 2011

Dear Mayor, Vice-Mayor, Council Members, City Manager and City Clerk:

My name is Dianne Gray and I am asking for your vote to serve on the OMAG Board of Trustees.

I am currently serving my third term as Council Member for the City of Noble and have been very involved in my community for the past ten years in voluntary and elected positions. I have been an office manager for a couple of medical clinics and for an attorney for the past twenty years. I feel that my work experience and my municipal government experience would be a plus as a Trustee for the Oklahoma Municipal Assurance Group.

Thanks again for your consideration. If elected I will try to represent you well.

Respectfully,

Dianne Gray

Dianne Gray
Noble City Council Member

304 S. Main Street, P.O. Box 557 Noble, Oklahoma 73068 405.872-9251 405.872.9363 FAX

Newcastle City Hall
P.O. Box 179
Newcastle, Oklahoma 73065
(405) 387-4434
www.cityofnewcastleok.com

April 27, 2011

RE: CAMILLE DOWERS, Candidate for OMAG Board of Trustees

Dear Mayors, Council Members, City Managers, and City Clerks:

I am Camille Dowers and I am writing to ask for your support and vote to elect me to serve as one of your OMAG Trustees! I urge you to cast your vote for the best three candidates, and return your ballots to OMAG by the deadline date of May 31.

If elected, I would be honored to work with the members of the OMAG board to meet the needs of its member cities and towns. My qualifications include nearly seven years of municipal experience as city clerk, and twenty years of experience as a practicing attorney. My interests during my career have led me to experience in the private life and health insurance industries, instructing paralegal programs at technical and private business schools, and becoming a lecturer of business law at the University of Oklahoma.

OMAG is a unique and highly successful organization owned by the cities and towns it serves. It is important to cast your votes in this election, and I would very much appreciate your vote for me, Camille Dowers, to serve in your best interests!

Kindest regards,

Camille Dowers

Clinton
Hub City of Western Oklahoma

Agenda Commentary

Item Title/ Subject: Ordinance No. 930A regarding Flood Damage Prevention

Staff Source: City Clerk Lisa Anders

History/Background Information: Ordinance No. 930 was adopted December 7, 2010. Upon Sterling Codifiers preparing the ordinance for the City's code book on the website, they found some typographical errors. The purpose of this ordinance is to correct those errors which are identified in the new ordinance.

Item/Subject Summary: Correction of typographical errors to Ordinance No. 930

Price/Cost: Publication cost

Recommendation: Recommend approval of Ordinance No. 930A

Ordinance No. 930a

An Ordinance amending Ordinance No. 930 regarding Flood Damage Prevention Ordinance that adopts the new Custer County Flood Maps dated January 6, 2011; which requires floodplain permits for any new development in the floodplain, sets a penalty and establishes fees and establishes an emergency. This ordinance is required for residents of Clinton to be able to purchase flood insurance in or out of the floodplain.

Whereas the City of Clinton passed Ordinance 930 regarding Flood Damage Prevention which contained typographical errors in Article V, Subsection B(4), (5), and (6).

Now Therefore, Ordinance No. 930 is amended as follows:

1. Article V, Subsection B(4) shall state as follows:

    4. **Manufactured Homes** -
    Require that all manufactured homes to be placed anywhere within the community in Flood Zones A and/or AE on the Clinton FIRM shall be installed using methods and practices that minimize flood damage and have the bottom of the I-beam elevated at least at or above the base flood elevation. For the purposes of this requirement, manufactured homes must be elevated and anchored to a permanent foundation to resist flotation, collapse, or lateral movement. This requirement is in addition to applicable State and local anchoring requirements for resisting wind forces. The home shall be installed by a licensed installer according to Oklahoma state law and compliance herewith shall be certified in writing to the Floodplain Administrator by said installer prior to habitation of the manufactured home.

2. Article V, Subsection B(5) shall read as follows:

    5. **Recreational Vehicles** - Require that recreational vehicles placed on sites within Zones A and AE on the Clinton FIRM either:

        (a) Be on the site for fewer than 180 consecutive days,

        (b) Be fully licensed and ready for highway use, or

        (c) Meet the permit requirements of Article IV, Section C, and the elevation and anchoring requirements for "manufactured homes" in paragraph (4) of this section. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions.

3. Article V, Subsection B(6) shall read as follows:

    6. **Accessory Structure** – Accessory structures to be placed on sites within Zones A and AE on the Clinton FIRM shall comply with the following:

        (a) The structure shall be unfinished on the interior;

        (b) The structure shall be used only for parking and limited storage;

        (c) The structure shall not be used for human habitation. Prohibited activities or uses include but are not limited to working, sleeping, living, cooking, or restroom use;

(d) Service facilities such as electrical and heating equipment must be elevated to or above the BFE;

(e) The structure shall be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters;

(f) The structure shall be designed to have low flood damage potential and constructed with flood resistance materials;

(g) The structure shall be firmly anchored to prevent flotation, collapse, and lateral movement;

(h) Floodway requirements must be met in the construction of the structure;

(i) Openings to relieve hydrostatic pressure during a flood shall be provided below the BFE; and

(j) The structure shall be located so as not to cause damage to adjacent and nearby structures.

WHEREFORE, an emergency is hereby declared to exist and this Ordinance shall be in full force and effect immediately from and after its passage, approval and publication.

PASSED AND APPROVED and the Emergency Clause voted upon separately and passed and approved this _____day of _____, 2011.

ADOPTED BY THE CITY COUNCIL OF THE City of Clinton THIS _____ DAY OF _____, 2011.

CITY COUNCIL OF City of Clinton

_____

Chairman

I, Lisa Anders, the undersigned City Clerk of the City of Clinton, hereby certify that the above is a true and correct copy of a flood damage prevention ordinance duly adopted by the City Council of the City of Clinton at a regular meeting of said City Council duly convened and held on _____, 2011. I further certify that the Oklahoma Open Meeting Act was complied with in all respects for such meeting.

_____

City Clerk, City of Clinton (SEAL)

Resolution # 798

A RESOLUTION REGARDING A LEASE PURCHASE AGREEMENT FOR THE PURPOSE OF PROCURING A ROOF AND WINDOWS FOR THE CITY OF CLINTON'S CITY HALL

WHEREAS, the City of Clinton desires to enter into that certain Lease-Purchase Agreement dated as of May 17, 2011, by and between City of Clinton and First Bank and Trust Company in Clinton, Oklahoma, for the purpose of procuring a roof and windows for the City of Clinton's City Hall. The City desires to designate this Agreement as a "qualified tax exempt obligation" of the City for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended. The City of Clinton desires to designate Steve Hewitt, City Manager, as an authorized signer of the Agreement.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CLINTON:

Section 1. That the City of Clinton, enter into a Lease Purchase Agreement with First Bank and Trust Company in Clinton, Oklahoma, for the purpose of procuring a roof and windows for the City of Clinton's City Hall.

Section 2. That the Lease Purchase Agreement dated as of May 17, 2011, by and between the City and First Bank and Trust Company in Clinton, Oklahoma, is designated by the City as a "qualified tax exempt obligation" for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

Section 3. That the City of Clinton designates Steve Hewitt, City Manager, as an authorized signer of the Lease Purchase Agreement dated as of May 17, 2011, by and between the City of Clinton, and First Bank and Trust Company in Clinton, Oklahoma.

PASSED AND APPROVED by the Board of the City of Clinton in a meeting held on the 17 day of May, 2011.

LESSEE: City of Clinton

Witness Signature

Allen Bryson, Mayor

Lisa Anders, City Clerk

Clinton
Hub City of Western Oklahoma

Agenda Commentary

Item Title/ Subject: City Hall Roof/Window Project

Staff Source: Debra Blanchard, City Treasurer

History/Background Information: City Hall Roof/Window Project was awarded to Joe D. Hall Construction, LLC per bid opening on January 18, 2011 in the amount of $580,205. ARC Architect Fees are also involved in the amount of $42,000. The project was to be funded with current city Capital Improvement funds and lease purchase financing. First Bank and Trust was the low interest bidder for the financing of $450,000 of the project at 4.14% for 5 years.

Item/Subject Summary: The Lease purchase agreement now needs to be executed and funds deposited to cover the pay requests as they come to the City. The agreement has been reviewed by Ryan Meacham and corrections made per his request.

Price/Cost: $450,000 at 4.14% for 5 years, semi-annual payments

Recommendation: Execution of the document

EQUIPMENT LEASE AGREEMENT WITH OPTION TO PURCHASE

Date : May 17, 2011

Lessee: City of Clinton
Lessor: First Bank and Trust Company

Lessor agrees to lease to lessee and lessee agrees to lease from lessor, the Equipment described in Schedule A now hereafter attached "Equipment" in accordance with the following terms and conditions of this Lease Purchase Agreement "Lease".

1. TERMS. This Lease will become effective upon the execution hereof by Lessor, the terms of this lease will commence on the date the Equipment is accepted pursuant to Section 2 hereunder and unless earlier terminated as expressly provided for in this Lease and will continue until the expiration date set forth in Schedule A attached hereto (Lease Term).

2. LEASE PAYMENT. Lessee agrees to pay to Lessor or its assignees the Lease Payments, including the interest portion, equal to the amounts specified in Schedule A. The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its assignee may from time to time designate in writing), and will commence on the first Lease Payment date as set forth in Schedule A and thereafter on the subsequent dates set forth in Schedule A. Any payments received later than 20 days from the due date, except as specifically provided in Section 5 hereof. The Lease Payments will be absolute and unconditional in all events and will not be subject to any offset defense, counterclaim, or recoupment for any reason whatsoever including, without limitation, any failure of the Equipment to be delivered, any defects, malfunctions, breakdown or infirmities with the Equipment or any accident, condemnation or unforeseen circumstances. Lessee reasonably believes that funds can be obtained sufficient to make all lease payments during the lease term and hereby convenants that it will do all things lawfully within its power to obtain, maintain and properly request and pursue funds from which the Lease Payments may be made, including provision for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding using its bona fide best efforts to have such portion of the budget approved and exhausting all available administrative review and appeals in the event such portion of the budget is not approved. It is Lessee's intent to make lease payments for the full Lease term if funds are legally available therefore and in that regard Lessee represents that the use of the Equipment is essential to its proper, efficient and economic operation. Lessor and Lessee understand and intend that the obligation of Lessee to pay Lease Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by the lessee nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of lessee.

3. DELIVERY AND ACCEPTANCE. Lessee or if Lessee so request, Lessor will cause the Equipment to be delivered to Lessee at the location specified in Schedule A. Lessee will pay all and any costs that may be incurred in delivery. Lessee will evidence acceptance of the Equipment by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by the Lessor.

4. DISCLAIMER OF WARRANTIES. Lessee acknowledges and agrees that the Equipment is of size, design and capacity selected by Lessee, that Lessor is neither a manufacturer nor vendor of such Equipment and that LESSOR HAS NOT MADE AND DOES NOT HEREBY MAKE, ANY REPRESENTATION, WARRANTY, OR COVENANT, EXPRESS OR IMPLIED WITH RESPECT TO THE MERCHANTABILITY, CONDITION, QUALITY, DURABILITY, DESIGN, OPERATION, FITNESS FOR USE, OR SUITABILITY OF THE EQUIPMENT IN ANY RESPECT WHATSOEVER OR IN CONNECTION WITH OR FOR THE PURPOSES AND USES OF LESSEE, OR ANY OTHER REPRESENTATION, WARRANTY, OR CONVENANT OF ANY KIND OR CHARACTER , EXPRESS OR IMPLIED WITH RESPECT THERETO, AND LESSOR OR ANY OTHER PERSON OR ENTITY ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE EQUIPMENT AND THE MAINTENANCE THEREOF. Lessor hereby assigns to Lessee during the Lease Term, so long as no Event of Default has occurred hereunder and is continuing, all manufacturer's warranties at Lessee's expense. Lessee's sole remedy for the breach of any such Manufacturer's Warranty shall be against the Manufacturer of the Equipment have any effect whatsoever on the right's and obligations of Lessor with respect to the Lease, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor make and has made no representation or warranties whatsoever as to the existence or the availability of such warranties of the manufacturer of the Equipment.

5. NON-APPROPRIATION OF FUNDS; NON-SUBSTITUTION. Notwithstanding anything contained in this Lease to the contrary, in the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever in any fiscal period for Lease Payments due under this lease, Lessee will immediately notify the Lessor or its assignee of such occurrence and this lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever except as to the portion of Lease Payments herein agreed upon for which funds shall have been appropriated and budgeted for are otherwise available in the event of such termination. Lessee agrees to peaceably surrender possession of the Equipment to Lessor or its assignee on the date of such termination, packed for shipment in accordance with manufacturer's specifications and freight prepaid and insured to any location in the continental United States designated by Lessor. Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. Notwithstanding the foregoing, Lessee agrees (i) that it will not cancel this lease under the provisions of this Section if any funds are appropriated to it, or by it, for the acquisition, retention or operation of the Equipment or other Equipment performing functions similar to the Equipment for the fiscal period in which such termination occurs or the next succeeding fiscal period thereafter, and (ii) that it will not during the Lease Term give priority in the application of funds to any other functionally similar Equipment. This paragraph will not be construed so as to permit Lessee to terminate this Lease in order to acquire or lease any other Equipment or to allocate funds directly or indirectly to perform essentially the same application for which the Equipment is intended.

6. AUTHORIZATION AND CERTIFICATION. Lessee represents, convenants and warrants that if it is a state, or a political subdivision thereof, or that Lessee's obligation under this Lease constitutes an obligation issued on behalf of a state or political subdivision thereof such that any interest derived under this lease will qualify for exemption from Federal income taxes under Section 103 of the Internal Revenue Code.

Lessee further warrants that this lease represents a valid deferred payment obligation for the amount herein set forth of a Lessee having legal capacity to enter into the same and is not in contravention of any Town/City, District, or state statute, rule, regulation, or other governmental provision. In the event that a question arises as to Lessee's qualifications as a political subdivision, Lessee agrees to execute a power of attorney authorizing Lessor to make application to the Internal Revenue Service for a letter ruling with respect to the issue. Lessee agrees that (I) it will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect, (ii) it has complied with all bidding requirements where necessary and by due notification presented this Lease for approval and adoption as a valid obligation on its part, and (iii) it has sufficient appropriations of other funds available to pay all amounts due hereunder for the current fiscal period.

7. SECURITY INTEREST. Upon acceptance of the Equipment by Lessee hereunder, ownership to the Equipment will vest in lessor until option to purchase Equipment by Lessee is exercised.

8. USE; REPAIRS; TAXES AND FEES. Lessee will use the equipment in a careful manner for the use contemplated by the manufacturer for the Equipment and shall comply with all laws, ordinances, insurance policies and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of its possession, use or maintenance. Lessee at its expense will keep the Equipment in good working order and repair and furnish all parts, mechanisms and devices required therefore. Lessee will be required to pay all official fees, registration, certificate of title, license fees and taxes. If any of these fees are paid by the Lessor, the Lessee will refund the Lessor upon request.

9. ALTERATIONS. Lessee will not make any alterations, additions or improvements to the Equipment without Lesson's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.

10. LOCATION; INSPECTION. The Equipment's permanent base will not be changed from the Equipment location without Lessor's prior written consent.

11. LIEN AND TAXES. Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, leasing rental, sale, purchase, possession or use of the Equipment, excluding however all taxes on or measured by Lessor's income. If Lessee fails to pay said charges, and taxes when due, Lessor shall have the right but shall not be obligated to pay said charges and taxes. If Lessor pays any charges or taxes, Lessee shall reimburse Lessor therefore.

12. RISK OF LOSS; DAMAGE; DESTRUCTION. Lessee assumes all risk of loss of or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to the make the Lease Payment or to perform any other obligation under this Lease. In the event of damages to any part of the Equipment, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any part of the Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee, at the option of the Lessor will either (a) replace the same with like parts in good repair, or (b) on the next Lease

Payment date, pay Lessor: (i) all amounts then owed by Lessee to Lessor under this Lease, including the Lease payment due on such date, and (ii) an amount equal to the applicable concluding payment set forth in Schedule A. In the event that Lessee is obligated to make such payment with respect to less than all the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payment and Concluding Payment to be made by the Lessee with respect to the Equipment which has suffered the loss.

13. INSURANCE. Lessee, will at its expense, maintain at all times during the Lease Term, full coverage insurance showing the Lessor as additional insured. Lessee will deliver to Lessor a certificate evidencing such insurance.

14. INDEMNIFICATION. To the extent allowed by law, Lessee will indemnify Lessor against and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damages or liabilities; including attorney's fees and court costs, arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery, possession, use, operation, rejection, or return and the recovery of claims under insurance policies thereon. The indemnification arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under this lease or the termination of the lease term for any reason.

15. ASSIGNMENT. Without the other parties prior written consent, neither party will assign, transfer, pledge, grant any security interest in or otherwise dispose of this lease of the Equipment.

16. EVENT OF DEFAULT. The term "Event of Default", as used herein, means that the occurrence of any one more of the following events: (i) Lessee fails to make any Lease Payment as it becomes due in accordance with the terms of the lease and any such failure continues for ten (10) days after the due date thereof: (ii) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured with twenty (20) days after written notice thereof by Lessor, (iii) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Lease or in writing ever delivered by Lessee pursuant hereto or in connection herewith is false, misleading, or erroneous in any material respect; (iv) proceedings under any bankruptcy, insolvency, reorganization, or similar legislation shall be instituted against or by Lessee, or a receiver or similar officer shall be appointed for Lessee or any of it's property, and such proceedings or appointments shall not be vacated or fully stayed within twenty (20) days after institution or occurrence thereof, or (v) an attachment, levy, or execution is threatened or levied upon or against the Equipment.

17. REMEDIES. Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may at its option, exercise any one or more of the following remedies: (i) by written notice to the Lessee, declare an amount equal to all amounts then due under the lease, and all remaining Lease Payments due during the Fiscal Year in effect when the default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable, (ii) by written notice to the Lessee, request Lessee to, at Lessee's expense, promptly return the Equipment to Lessor in the manner set forth in Section 5 hereof, or Lessor, at it's option may enter upon the premises where the Equipment is located and take immediate possession of and remove the same, (iii) sell or lease the Equipment or sublease it for the account of Lessee, holding Lessee liable for all Lease Payments and other payment due to the

effective date of such selling, leasing or subleasing and for the difference between the purchase price, rental and other amounts paid the purchaser, Lessee or Sub lessee pursuant to such sale, Lease or Sublease and the amounts payable by Lessee hereunder, and (iv) exercise any other right, remedy, or privilege which may be available to it under applicable laws of the State of Oklahoma or any other applicable law or proceed by appropriate court action to enforce the terms of the lease or to recover damages for the breach of this lease or to rescind this lease as to the Equipment. In addition, Lessee will remain liable for all covenants and indemnities under this lease and for all legal fees and other costs and expenses including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

18. PURCHASE OPTION. Upon thirty (30) days prior written notice from Lessee to Lessor, and provided that there is no event of Default, or in event which with notice to lapse of time, or both, could become an Event of Default, then existing, Lessee will have the right to purchase the Equipment on the Lease Payment dates as set forth in Schedule A, paying to Lessor, on such date, the Lease Payment then due together with Concluding Payment amount set forth opposite such date. Upon satisfaction by Lessor of such purchase conditions, Lessor will transfer any and all of its rights, title and interest in the Equipment to Lessee as is, without warranty, express or implied, except that the Equipment is free and clear of any liens created by Lessor.

19. NOTICES. All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five days subsequent to mailing.

20. GOVERNING LAW. This Lease shall be construed in accordance with and governed by the laws of the State of Oklahoma.

21. ENTIRE AGREEMENT: WAIVER. This Lease, together with the Delivery and Acceptance Certificate and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitute the entire agreement between the parties with respect to the Lease of the Equipment, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of this lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease. The waiver by the Lessor of any breach by the Lessee of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement on May 17, 2011

Lessee: City of Clinton

By:_____
Mayor, Allen Bryson

Attest: (Seal)

_____
Secretary

Lessor: First Bank and Trust Company

By:_____
President

Attest: (Seal)

_____
Secretary

SCHEDULE A
EQUIPMENT LEASE AND PURCHASE AGREEMENT

This lease is dated as of May 17, 2011, and is being executed by the First Bank and Trust Company and City of Clinton, as a supplement to and is hereby attached to and made a part of that certain Equipment Lease and Purchase Agreement dated as of May 17, 2011, "Lease", between Lessor and Lessee.

Lessor hereby leases to Lessee under and pursuant to the Lease, and Lessee hereby accepts and leases from Lessor under and pursuant to the Lease, subject to and upon the terms and conditions set forth in the Lease and upon the terms set forth below, the following Equipment.

City Hall roof and windows

Lease in the Amount of $450,000.00 payable in equal installments over five (5) years with semi-annual payments being due on May 10th and November 10th of each year until paid in full @4.14% APR. as follows:

First payment of $50,290.31 including interest due November 17, 2011 and every six months thereafter until paid in full on May 17, 2016.

Lessee: City of Clinton

By:_____
Mayor, Allen Bryson

Attest: (Seal)

_____
Secretary

Lessor: First Bank and Trust Company

By:_____
President

Attest: (Seal)

_____
Secretary

SCHEDULE C

CERTIFICATE OF ACCEPTANCE

I, the undersigned, herby certify that I am the duly qualified and acting on behalf of the City of Clinton (Lessee) with respect to the Lease with Option to Purchase Agreement dated May 17, 2011 (the "Lease"), by and between First Bank and Trust Company (Lessor) and City of Clinton, (Lessee).

1. The Equipment described in the Lease (the "Equipment") has been delivered in accordance with the specifications (as that term is defined in the "Lease") and has been irrevocably accepted by Lessee.
2. The Lease Payments provided for in the Lease (the "Lease Payments") shall commence and be due and payable on November 17, 2011 and every 6 months thereafter until paid in full.
3. Lessee has appropriated and/or taken all other lawful actions necessary to provide monies sufficient to pay all Lease Payments required to be paid under the Lease during the fiscal year of Lessee for which monies have been appropriated and such monies will be applied in payment of all Lease Payments due and payable during such current fiscal year.
4. Lessee is exempt from all personal property taxes, and is exempt from sales and/or use taxes with respect to the Equipment.
5. During the Lease term (as defined in the Lease) the Equipment will be used by Lessee only to perform essential municipality functions.

For the City of Clinton

Dated: May 17, 2011

By:_____
Mayor, City of Clinton

AIA® Document G702™ – 1992

Application and Certificate for Payment

TO OWNER:	City of Clinton P.O. Box 1177 Clinton, OK. 73601	**PROJECT:**	Clinton City Hall Renovation 415 Gary Blvd. Clinton, Oklahoma	**APPLICATION NO:** 001 **PERIOD TO:** **CONTRACT FOR:** General Construction **CONTRACT DATE:** September 29, 2010 **PROJECT NOS:** n/a / n/a / n/a	**Distribution to:** OWNER: ARCHITECT: CONTRACTOR: FIELD: OTHER:
FROM CONTRACTOR:	Joe D. Hall General Contractors, LLC P.O. Box 100 Elk City, OK. 73648	**VIA ARCHITECT:**	ARC-Architects and Roof Consultants, PLLC 330 West Gray Street Suite 100 Norman, OK. 73069		

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. **ORIGINAL CONTRACT SUM**		$ 580,205.00
2. **NET CHANGE BY CHANGE ORDERS**		$ 0.00
3. **CONTRACT SUM TO DATE** (Line 1 ± 2)		$ 580,205.00
4. **TOTAL COMPLETED & STORED TO DATE** (Column G on G703)		$ 132,753.50
5. **RETAINAGE:**		
a. 10 % of Completed Work (Column D + E on G703)	$ 9,845.00	
b. 0 % of Stored Material (Column F on G703)	$ 0.00	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 9,845.00
6. **TOTAL EARNED LESS RETAINAGE** (Line 4 Less Line 5 Total)		$ 122,908.50
7. **LESS PREVIOUS CERTIFICATES FOR PAYMENT** (Line 6 from prior Certificate)		$ 0.00
8. **CURRENT PAYMENT DUE**		$ 122,908.50
9. **BALANCE TO FINISH, INCLUDING RETAINAGE** (Line 3 less Line 6)	$ 457,296.50	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$ 0.00	$ 0.00
Total approved this Month	$ 0.00	$ 0.00
TOTALS	$ 0.00	$ 0.00
NET CHANGES by Change Order	$	0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: 4/20/11

State of: Oklahoma
County of: Beckham
Subscribed and sworn to before me this 20th day of April, 2011

Notary Public: Deanna R. Jordan
My Commission expires: 9/28/14

DEANNA R. JORDAN NOTARY # 06009522 EXP. 09/28/14 PUBLIC STATE OF OKLAHOMA

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $ 122,908.50

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: 5/5/11

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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User Notes: (1949315150)

AIA® Document G703™ – 1992

Continuation Sheet

AIA Document, G702™–1992, Application and Certification for Payment, or G736™–2009, Project Application and Project Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
In tabulations below, amounts are in US dollars.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 001
APPLICATION DATE:
PERIOD TO:
ARCHITECT'S PROJECT NO: n/a

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
	General Requirements	60,000.00	0.00	10,000.00	0.00	10,000.00	16.67 %	50,000.00	0.00
1	Retrofit Metal Roof System & Erection	218,100.00	0.00	98,450.00	0.00	98,450.00	45.14 %	119,650.00	9,845.00
2	Alum. Entrance, Glass & Glazing	56,781.00	0.00	0.00	0.00	0.00	0.00 %	56,781.00	0.00
3	General Trades	158,000.00	0.00	0.00	0.00	0.00	0.00 %	158,000.00	0.00
	Plan Printing & Distribution	608.00	0.00	608.00	0.00	608.00	100.00 %	0.00	0.00
	Budget Items	12,000.00	0.00	0.00	0.00	0.00	0.00 %	12,000.00	0.00
	Bldrs. Risk, Liability, Bond Fee 2.3%	11,627.00	0.00	11,627.00	0.00	11,627.00	100.00 %	0.00	0.00
	Contingency 2%	10,343.00	0.00	0.00	0.00	0.00	0.00 %	10,343.00	0.00
	C.M. Fee 10%	52,746.00	0.00	12,068.50	0.00	12,068.50	22.88 %	40,677.50	0.00
		0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
	GRAND TOTAL	$580,205.00	$0.00	$132,753.50	$0.00	$132,753.50	22.88 %	$447,451.50	$9,845.00

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User Notes: (1630562923)

Clinton
Hub City of Western Oklahoma

Agenda Commentary

Item Title/ Subject: Swimming Pool Rates

Staff Source: Steve Hewitt, City Manager

History/Background Information:

Rates for the Pool were raised last year:

$4 Daily Fee, $3 Seniors Daily Fee

$100 Individual Season Pass, $150 Family Season Pass

Item/Subject Summary:

Swimming Pool is a subsidized operation that taxpayers expect to be available to the public and be affordable to all citizens. Rates should be reviewed annually; however you must open this service for everyone in the community.

Council asked Staff to bring back a reduction in rates that are more feasible to the community.

$3 Daily, $2 Seniors

$75 Season, $125 Family Pass

Recommendation:

Staff supports and recommends this reduction in rates. This will allow more citizens the ability to use the pool.