PUBLIC NOTICE OF A REGULAR MEETING
OF THE AIRPORT AUTHORITY
TUESDAY, SEPTEMBER 6, 2011 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Meeting status: Completed

1. Call to Order

2. Opening Prayer Dave Gerbrandt , First Mennonite Church

3. Consent Agenda

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

    B. Consider Claims
    Hospital Authority Solid Waste Authority Industrial Authority
    Airport Authority Recreational Authority

4. Action Items:

5. City Managers Report

6. Audience Participation

7. Adjournment

Filed this 1st Day of September, 2011. Posted on the bulletin board in the lobby of the Clinton City Hall on September 1, 2011 at 2:45 p.m.

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Not recorded

AA081611

MINUTES OF AIRPORT AUTHORITY MEETING ON AUGUST 16, 2011

Minutes of the regular meeting of the Chairman and Trustees of the Clinton Airport Trust Authority of Clinton, Oklahoma, Custer County, held in the City Council Room, City Hall on Tuesday, August 16, 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 August 12, 2011.

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

CHAIRMAN: Allen Bryson
TRUSTEES: Don Rodolph, Bob Marcy, Phyllis Smith, Steve Jones
CITY MANAGER: Steve Hewitt
CITY CLERK: Lisa Anders
CITY TREASURER: Debra Blanchard
DEPUTY CLERK: Rhonda Williams
CITY ATTORNEY: Ryan Meacham
NEWS MEDIA: Gerald Green and Mike Smith
OTHERS: David Crabtree, Gene McCullough, Jason Hulin, Wade Anders, Rusty Whisenhunt, Bobby Hoffman, Mary Helen Jones, Johnny Redd, Brian and Landon Aneshansley, Jeff & Caleb Blanchard, Daniel Koscheski, Bryler Atchley, Braden Boyles, Ben Brewer and others.

Jason Hulin opened the meeting with prayer and Trustee Phyllis Smith led the Pledge of Allegiance.

AGENDA ITEM NO. 3: CONSENT AGENDA

A. Minutes of the Regular Meeting of August 2, 2011

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

Chairman put the motion to a roll call vote:

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

Chairman declared the motion carried.

AGENDA ITEM NO. 4 ACTION ITEMS

4A. CONSIDER BIDS ON AIRPORT PROPERTY OIL AND GAS LEASE

Staff had advertised for bids for an oil and gas lease for airport property. No bids were received.

Trustee Rodolph said he would make some contacts and check into the reason for no bids.

AGENDA ITEM NO .5: CITY MANAGER'S REPORT

City Manager Steve Hewitt said the council packet information would be available in print if any of the members requested it. He said a copy of information that had not been included in the e-mail has been copied and has been distributed at the meeting.

AGENDA ITEM NO. 6: AUDIENCE PARTICIPATION

None

AGENDA ITEM NO. 7: ADJOURNMENT

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

Chairman put the motion to a roll call vote.

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

Chairman declared the meeting adjourned at 5:38 pm.

PACKET: 04938 8/15/11
VENDOR SET: 01
FUND : 720 CLINTON AIRPORT AUTHORITY
DEPARTMENT: 2700 AIRPORT BANK: FNBAP
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION		CHECK#	AMOUNT
01-01925	AT&T						
		I-JULY-11	720-42700-2005	TELEPHONE	TELEPHONE SERVICE	067889	96.10
01-08995	WESTERN OKLA AVIATION,L						
		I-AUG-11	720-42700-2142	MGMT FEE/FBO	FBO MANAGEMENT AGREEMENT	067917	4,750.00
		I-JULY 11	720-42700-2142	MGMT FEE/FBO	JULY 2011 HANGAR MNGMT FEES	067917	1,110.40
01-09435	AMERICAN ELECTRIC POWER						
		I-AUG.11	720-42700-2075	ELECTRIC CHAR	ELECTRIC SERVICE/ALL DEPTS	067887	879.07
01-11025	LARRY-PAT CEROVSKI, DBA						
		I-SEPT 11	720-42700-2120	CONTRACTUAL S	SERV AGR. MAINT. AWOS CRA	067904	150.00
01-13175	FLEETCOR DBA/FUELMAN						
		I-NP30890413	720-42700-2425	FUEL, OIL, ET	FUEL USE	067901	0.00
				DEPARTMENT 2700	AIRPORT	TOTAL:	6,985.57
				FUND 720	CLINTON AIRPORT AUTHORITY	TOTAL:	6,985.57

PACKET: 04967 8/31/2011
VENDOR SET: 01
FUND : 720 CLINTON AIRPORT AUTHORITY
DEPARTMENT: 2700 AIRPORT BANK: FNBAP
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00120	ARTIC AIR REFRIG. INC.	I-014071	720-42700-2130	FACILITIES RE FILTER MAINTENANCE CRA	000000	136.00
01-00230	BRITTAIN & ASSOCIATES I	I-8-29-11	720-42700-2032	PROPERTY INSU HANGAR INSURANCE - CRA	000000	9,544.00
01-00320	CLINTON DAILY NEWS	I-LN#21518	720-42700-2025	LEGAL PUBLICA BID NTCE RGDNG OILGAS CRA	000000	211.31
01-02885	DOMINO EQUIPMENT CO	I-80889	720-42700-2120	CONTRACTUAL S LEAK DETECTOR TEST - CRA	000000	334.56
01-04015	TERMINIX INTERNATIONAL	I-10078765	720-42700-2120	CONTRACTUAL S TERMITE PLAN - CRA	000000	150.00
01-08995	WESTERN OKLA AVIATION,L	I-SEPT-11	720-42700-2142	MGMT FEE/FBO FBO MANAGEMENT AGREEMENT	000000	4,750.00
01-09005	COBB ENGINEERING CO INC	I-07054.02-02	720-42700-3035	IMPROVEMENTS ENGINEER AIRPORT IMPROVE	000000	8,500.00
01-09435	AMERICAN ELECTRIC POWER	I-SEPT-11	720-42700-2075	ELECTRIC CHAR ELECTRIC SERVICE/ALL DEPTS	000000	1,006.52
01-13655	ROTHER BROTHERS	I-R017799	720-42700-2046	EQUIPMENT REP RPRS TO BAD BOY MOWER CRA	000000	269.99
01-15330	RS MEACHAM CPA'S	I-2316	720-42700-2095	FINANCIAL AUD FIN. CONS. AUDIT FEES	000000	650.00
				DEPARTMENT 2700 AIRPORT TOTAL:		25,552.38
				FUND 720 CLINTON AIRPORT AUTHORITYTOTAL:		25,552.38

PUBLIC NOTICE OF A REGULAR MEETING
OF THE INDUSTRIAL AUTHORITY
TUESDAY, SEPTEMBER 6, 2011 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Meeting status: Completed

1. Call to Order

2. Opening Prayer Dave Gerbrandt , First Mennonite Church

3. Consent Agenda

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

    B. Consider Claims
    Hospital Authority Solid Waste Authority Industrial Authority
    Airport Authority Recreational Authority

4. Action Items:

5. City Managers Report

6. Audience Participation

7. Adjournment

Filed this 1st Day of September, 2011. Posted on the bulletin board in the lobby of the Clinton City Hall on September 1, 2011 at 2:45 p.m.

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Not recorded

IA080211

MINUTES OF THE CLINTON INDUSTRIAL AUTHORITY, AUGUST 2, 2011

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, August 2, 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 July 29, 2011.

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

CHAIRMAN: Allen Bryson
TRUSTEES: Don Rodolph, Bob Marcy, Phyllis Smith, Steve Jones
CITY MANAGER: Steve Hewitt
CITY CLERK: Lisa Anders
CITY TREASURER: Absent
DEPUTY CLERK: Rhonda Williams
CITY ATTORNEY: Ryan Meacham
NEWS MEDIA: Gerald Green and Jarod Atha
OTHERS: David Crabtree, Gene McCullough, K.D. Kappel, Jason Hulin ,L.R. Sights, Shane Smith, Lydia Garvey and others.

Roland Youngburg of the First United Methodist Church opened the meeting with prayer and Trustee Phyllis Smith led the Pledge of Allegiance.

AGENDA ITEM NO. 3: CONSENT AGENDA

A. Minutes of July 19, 2011 meeting
B. Consider Claims

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

Chairman put the motion to a roll call vote:

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

Chairman put the motion to a roll call vote

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

Chairman declared the meeting adjourned at 5:36 pm.

PACKET: 04938 8/15/11
VENDOR SET: 01
FUND : 740 CLINTON INDUSTRIAL AUTH.
DEPARTMENT: N/A NON-DEPARTMENTAL BANK: FNBAP
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01575	OK DEPT OF COMMERCE					
		I-AUG 2011	740-2851	NOTES PAYABLE LOAN PYMT #8671 CDBG 98	067908	364.58
01-09435	AMERICAN ELECTRIC POWER					
		I-AUG.11	740-40000-2075	ELECTRIC CHGS ELECTRIC SERVICE/ALL DEPTS	067887	91.29
				DEPARTMENT NON-DEPARTMENTAL TOTAL:		455.87
01-00240	CHAMBER OF COMMERCE					
		I-AUG 2011	740-41508-2120	CONTRACTUAL S STAFF/OPERATION AGREEMENT	067894	3,500.00
01-01535	OKLAHOMA NATURAL GAS CO					
		I-AUG. 11	740-41508-2080	NATURAL GAS C NATURAL GAS SERVICE	067911	0.00
01-01925	AT&T					
		I-JULY-11	740-41508-2005	TELEPHONE TELEPHONE SERVICE	067889	65.72
01-02505	CITY OF CLINTON					
		I-AUGUST 2011	740-41508-2060	WATER CHARGES WATER BILL CONF CENTER	067896	243.06
		I-AUGUST 2011	740-41508-2065	SEWER CHARGES SEWER BILL CONF CENTER	067896	153.26
		I-AUGUST 2011	740-41508-2070	GARBAGE CHARG GARBAGE CHARGES CONF CENTER	067896	125.15
		I-AUGUST 2011	740-41508-2460	MISCELLANEOUS FEES CONF CENTER	067896	4.70
01-09435	AMERICAN ELECTRIC POWER					
		I-AUG.11	740-41508-2075	ELECTRIC CHAR ELECTRIC SERVICE/ALL DEPTS	067887	3,560.93
01-11515	OK ENERGY SERVICES INC					
		I-11-07-005860-1	740-41508-2080	NATURAL GAS C NAT GAS CTY HLL/FRSCO JLY 2011	067909	37.80
		I-11-07-005860-1	740-41508-2080	NATURAL GAS C ADJUSTMENT JUNE 2011 FRSC CTR	067909	4.66
01-12205	CABLE ONE					
		I-AUG 2011	740-41508-2005	TELEPHONE INT/CABLE GOLF COURSE AUG 11	067890	100.95
		I-AUG- 2011	740-41508-2005	TELEPHONE CABLE/INTERNET - FRISCO/CITY	067890	100.95
01-13175	FLEETCOR DBA/FUELMAN					
		I-NP30890413	740-41508-2425	FUEL, OIL, ET FUEL USE	067901	162.07
				DEPARTMENT 1508 CONF CTR OPERATION TOTAL:		8,059.25
				FUND 740 CLINTON INDUSTRIAL AUTH. TOTAL:		8,515.12

VENDOR SET: 01 CITY OF CLINTON ITEMS PRINTED: PAID, UNPAID
PACKET: 04919 8/1/11
FUND : 740 CLINTON INDUSTRIAL AUTH.
DEPARTMENT: N/A NON-DEPARTMENTAL BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-02505	CITY OF CLINTON	I-AUG-11	740-515-56010	REIMBURSE PETTY CASH	067856	4.38
01-02505	CITY OF CLINTON	I-AUG-11	740-515-54051	REIMBURSE PETTY CASH	067856	5.00
01-02505	CITY OF CLINTON	I-AUG-11	740-515-56010	REIMBURSE PETTY CASH	067856	5.00
				DEPARTMENT 0000 NON-DEPARTMENTAL TOTAL:		14.38
				FUND 740 CLINTON INDUSTRIAL AUT TOTAL:		14.38
				REPORT GRA TOTAL:		14.38

PACKET: 04967 8/31/2011
VENDOR SET: 01
FUND : 740 CLINTON INDUSTRIAL AUTH.
DEPARTMENT: N/A NON-DEPARTMENTAL BANK: FNBAP
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-02740	RANDOLPH S MEACHAM, P.C					
		I-33512	740-40000-2085	PROFESSIONAL PHONE CONF/LAND AQUIS/PD/WTR	000000	75.00
01-09435	AMERICAN ELECTRIC POWER					
		I-SEPT-11	740-40000-2075	ELECTRIC CHGS ELECTRIC SERVICE/ALL DEPTS	000000	0.00
01-15330	RS MEACHAM CPA'S					
		I-2316	740-40000-2095	FINANCIAL AUD FIN. CONS. AUDIT FEES	000000	260.00
				DEPARTMENT NON-DEPARTMENTAL TOTAL:		335.00
01-00255	CLINTON LAUNDRY AND CLE					
		I-107130	740-41508-2465	JANITORIAL SU 4x6 MATS	000000	140.00
		I-631731	740-41508-2410	OPERATING SUP LINENS	000000	150.00
01-00260	ELK SUPPLY CO INC					
		I-625199/5	740-41508-2410	OPERATING SUP HALOGEN BULBS/CARPET CLEANER	000000	64.22
		I-625199/5	740-41508-2465	JANITORIAL SU HALOGEN BULBS/CARPET CLEANER	000000	14.84
01-00595	DOLLAR GENERAL CHARGED					
		I-1509442	740-41508-3030	OTHER EQUIPME 16 OZ GOBLET GLASS	000000	204.00
01-01125	K-MART #4782					
		I-7118	740-41508-2465	JANITORIAL SU ALUM FOIL/TOWELS	000000	12.57
		I-7266	740-41508-2460	MISCELLANEOUS DECORATIONS	000000	139.71
		I-7437	740-41508-2410	OPERATING SUP STORAGE CONTAINERS	000000	31.98
		I-7437	740-41508-2410	OPERATING SUP CANDY FOR MEETING BREAK	000000	21.67
		I-7437	740-41508-2465	JANITORIAL SU BLEACH	000000	3.39
01-01215	LINDERER PRINTING COMPA					
		I-4607	740-41508-2405	OFFICE SUPPLI ORGANIZER/CLEAR INSERTS	000000	41.35
01-01535	OKLAHOMA NATURAL GAS CO					
		I-SEPT-11	740-41508-2080	NATURAL GAS C NATURAL GAS SERVICE	000000	119.29
01-01950	HAC, INC, DBA HOMELAND,					
		I-164452	740-41508-2410	OPERATING SUP DONUTS	000000	67.83
		I-164475	740-41508-2460	MISCELLANEOUS COOKIE TRAY	000000	6.99
01-04015	TERMINIX INTERNATIONAL					
		I-306832823	740-41508-2120	CONTRACTUAL S ANNUAL PLAN - FRISCO CENTER	000000	488.88
01-05245	AMSAN SOUTHWEST - EVE S					
		I-250745080	740-41508-2465	JANITORIAL SU TP/LINERS/DEODORIZER/CLOTHS	000000	332.72
		I-250745098	740-41508-2465	JANITORIAL SU EQUIPMENT REPAIR	000000	72.00
		I-251171120	740-41508-2465	JANITORIAL SU URINAL SCREENS	000000	24.00
		I-251171138	740-41508-2465	JANITORIAL SU YANKEE CANDLE DEODERIZER	000000	81.00

PACKET: 04967 8/31/2011
VENDOR SET: 01
FUND : 740 CLINTON INDUSTRIAL AUTH.
DEPARTMENT: 1508 CONF CTR OPERATION BANK: FNBAP
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-15695	NAYLOR, LLC DBA TEXAS S					
		I-TSE-D0011	740-41508-2016	ADVERTISING TSAE DIRECTORY	000000	699.50
				DEPARTMENT 1508 CONF CTR OPERATION TOTAL:		21,991.21
				FUND 740 CLINTON INDUSTRIAL AUTH. TOTAL:		22,326.21

VENDOR SET: 01 CITY OF CLINTON ITEMS PRINTED: PAID, UNPAID
PACKET: 04960 8/30/11
FUND : 740 CLINTON INDUSTRIAL AUTH.
DEPARTMENT: 1508 CONF CTR OPERATION BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-03405	WAL-MART STORE 01-0392	I-5754	740-41508-2410	CRATES FOR STORAGE		105.88
			DEPARTMENT 1508	CONF CTR OPERATION TOTAL:		105.88
			FUND 740	CLINTON INDUSTRIAL AUT TOTAL:		105.88
				REPORT GRA TOTAL:		615.46

VENDOR SET: 01 CITY OF CLINTON ITEMS PRINTED: PAID, UNPAID
PACKET: 04920 8/2/11
FUND : 740 CLINTON INDUSTRIAL AUTH.
DEPARTMENT: 1508 CONF CTR OPERATION BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1	TOBY KEITH'S	I-254910	740-41508-2610	TOBY KEITH'S: D. TRAVIS MEAL		11.29
01-1	HARDROCK HOTEL	I-642	740-41508-2610	HARDROCK HOTEL: D. TRAVIS		209.88
01-1	LA CUCINA	I-983	740-41508-2610	LA CUCINA: D. TRAVIS MEAL		33.19
				DEPARTMENT 1508 CONF CTR OPERATION TOTAL:		254.36
				FUND 740 CLINTON INDUSTRIAL AUT TOTAL:		254.36
				REPORT GRA TOTAL:		313.20

PACKET: 04926 8-10-11
VENDOR SET: 01
FUND : 740 CLINTON INDUSTRIAL AUTH.
DEPARTMENT: 1508 CONF CTR OPERATION
BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBPY

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00500	DELTA DENTAL PLAN OF OK					
		I-AUG 11	740-41508-1045	DENTAL INSURA DENTAL INSURANCE PREMIUMS	000000	54.00
01-01675	OK MUN RETIREMENT FUND					
		I-OMR7A/11	740-41508-1060	CITY RETIREME CLINTON 014,DB, PLAN AAA	000000	347.72
		I-OMR7B/11	740-41508-1060	CITY RETIREME CLINTON 014,DB, PLAN AAA	000000	347.72
		I-OMR7C/11	740-41508-1060	CITY RETIREME CLINTON 014,DB, PLAN AAA	000000	383.27
01-10725	PRUDENTIAL INSURANCE CO					
		I-AUG 11	740-41508-1040	HEALTH & LIFE LIFE INSURANCE PREMIUMS	000000	4.53
01-10745	BLUE CROSS & BLUE SHIEL					
		I-AUG 11	740-41508-1040	HEALTH & LIFE HEALTH INSURANCE PREMIUMS	000000	819.80
01-15575	VISION SERVICE PLAN OF					
		I-AUG 11	740-41508-1046	VISION INSURA VISION SERVICE PLAN OF OKLAHOM	000000	12.12
				DEPARTMENT 1508 CONF CTR OPERATION TOTAL:		1,969.16
				FUND 740 CLINTON INDUSTRIAL AUTH. TOTAL:		1,969.16

PACKET: 04967 8/31/2011
VENDOR SET: 01
FUND : 740 CLINTON INDUSTRIAL AUTH.
DEPARTMENT: 1508 CONF CTR OPERATION BANK: FNBAP
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-06415	FOUR SEASONS HEAT&AIR I					
		I-18544	740-41508-2130	FACILITIES RE UNCLOG DRAIN ON AC UNIT	000000	147.10
01-07820	CDW GOVERNMENT INC					
		I-ZCS1062	740-41508-3030	OTHER EQUIPME BELKIN/ADAPTOR/SPLITTER/COVER	000000	143.05
		I-ZFB6911	740-41508-3030	OTHER EQUIPME SERVERS/CABLE TIES/CABLE	000000	460.78
01-09435	AMERICAN ELECTRIC POWER					
		I-SEPT-11	740-41508-2075	ELECTRIC CHAR ELECTRIC SERVICE/ALL DEPTS	000000	3,696.26
01-09520	JUST ADD WATER IRRIGATI					
		I-3198	740-41508-2475	LAND MAINTENA IRRIGATION REPAIR AND LABOR	000000	179.69
01-09935	D'LESE TRAVIS					
		I-7-26-11	740-41508-2610	CONFERENCES, PARKING FEES	000000	12.00
01-10730	WENGER					
		I-617270	740-41508-3030	OTHER EQUIPME STAGE/DRAPE - FRISCO	000000	1,926.80
01-11160	MPI-OKLAHOMA CHAPTER					
		I-8-15-11	740-41508-2610	CONFERENCES, MPI REGISTRATION 4 LUNCHEONS	000000	80.00
01-12205	CABLE ONE					
		I-AUG-11	740-41508-2005	TELEPHONE INT/CABLE ONE GOLF COURSE	000000	100.95
01-13090	MULTIVIEW, INC. USA					
		I-152616	740-41508-2016	ADVERTISING PRIORITY LISTING 1 YEAR	000000	745.00
01-15005	PC MALL GOV, INC					
		I-S67702980101	740-41508-3030	OTHER EQUIPME WIFI AP/ENT CLD LIC. POE	000000	2,749.73
01-15020	MORE THAN MOWING, LLC					
		I-1221	740-41508-2475	LAND MAINTENA JULY MOWING FRISCO CENTER	000000	1,000.00
01-15300	RONALD WILLIAM KELSHAW					
		I-0024087	740-41508-2470	FACILITIES MA WINDOW CLEANING FRISCO CENTER	000000	300.00
01-15330	RS MEACHAM CPA'S					
		I-2316	740-41508-2095	FINANCIAL AUD FIN. CONS. AUDIT FEES	000000	390.00
01-15660	SONTAG, INC.					
		I-1091/1074	740-41508-2016	ADVERTISING BILL BOARD FOR ONE YEAR	000000	4,850.00
01-15680	GEORGE CHAPMAN DBA CHAP					
		I-8-12-11	740-41508-2460	MISCELLANEOUS SECURITY FOR GRUBB RECEPTION	000000	180.00
01-15690	FACTOR 10					
		I-1717	740-41508-3030	OTHER EQUIPME DRAPES/PIPE SECTIONS/HARDWARE	000000	2,313.91

PUBLIC NOTICE OF A REGULAR MEETING
OF THE RECREATIONAL AUTHORITY
TUESDAY, SEPTEMBER 6, 2011 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Meeting status: Completed

1. Call to Order

2. Opening Prayer Dave Gerbrandt , First Mennonite Church

3. Consent Agenda

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

    B. Consider Claims
    Hospital Authority Solid Waste Authority Industrial Authority
    Airport Authority Recreational Authority

4. Action Items:

5. City Managers Report

6. Audience Participation

7. Adjournment

Filed this 1st Day of September, 2011. Posted on the bulletin board in the lobby of the Clinton City Hall on September 1, 2011 at 2:45 p.m.

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Not recorded

RA080211

MINUTES OF RECREATIONAL AUTHORITY MEETING, AUGUST 2, 2011

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 2, 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 July 29, 2011.

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

CHAIRMAN: Allen Bryson
TRUSTEES: Don Rodolph, Bob Marcy, Phyllis Smith, Steve Jones
CITY MANAGER: Steve Hewitt
CITY CLERK: Lisa Anders
CITY TREASURER: Absent
DEPUTY CLERK: Rhonda Williams
CITY ATTORNEY: Ryan Meacham
NEWS MEDIA: Gerald Green and Jarod Atha
OTHERS: Arnold Adams, Gene McCullough, David Crabtree, K.D. Kappel, Jason Hulin, L.R. Sights, Rusty Whisenhunt, Lydia Garvey and others.

Roland Youngburg of the First United Methodist Church opened the meeting with prayer and Trustee Phyllis Smith led the Pledge of Allegiance.

AGENDA ITEM NO. 3: CONSENT AGENDA

A. Minutes of the Regular Meeting of July 5, 2011
B. Consider Claims

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

Chairman put the motion to a roll call vote:

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

Chairman put the motion to a roll call vote

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

Chairman declared the meeting adjourned at 5:33 pm.

PACKET: 04926 8-10-11
VENDOR SET: 01
FUND : 730 RECREATION TRUST AUTHOR.
DEPARTMENT: 1108 PARKS MAINTENANCE BANK: FNBPY
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-10725	PRUDENTIAL INSURANCE CO					
		I-AUG 11	730-41108-1040	HEALTH & LIFE LIFE INSURANCE PREMIUMS	000000	0.00
				DEPARTMENT 1108 PARKS MAINTENANCE TOTAL:		0.00
01-01675	OK MUN RETIREMENT FUND					
		I-OMR7B/11	730-41301-1060	CITY RETIREME CLINTON 014,DB, PLAN AAA	000000	17.07
		I-OMR7C/11	730-41301-1060	CITY RETIREME CLINTON 014,DB, PLAN AAA	000000	170.69
				DEPARTMENT 1301 GOLF COURSE ADMINISTRATN TOTAL:		187.76
01-00500	DELTA DENTAL PLAN OF OK					
		I-AUG 11	730-41308-1045	DENTAL INSURA DENTAL INSURANCE PREMIUMS	000000	108.00
01-01675	OK MUN RETIREMENT FUND					
		I-OMR7A/11	730-41308-1060	CITY RETIREME CLINTON 014,DB, PLAN AAA	000000	683.02
		I-OMR7B/11	730-41308-1060	CITY RETIREME CLINTON 014,DB, PLAN AAA	000000	569.48
		I-OMR7C/11	730-41308-1060	CITY RETIREME CLINTON 014,DB, PLAN AAA	000000	587.56
01-10725	PRUDENTIAL INSURANCE CO					
		I-AUG 11	730-41308-1040	HEALTH & LIFE LIFE INSURANCE PREMIUMS	000000	43.44
01-10745	BLUE CROSS & BLUE SHIEL					
		I-AUG 11	730-41308-1040	HEALTH & LIFE HEALTH INSURANCE PREMIUMS	000000	1,639.60
01-15575	VISION SERVICE PLAN OF					
		I-AUG 11	730-41308-1046	VISION INSURA VISION SERVICE PLAN OF OKLAHOM	000000	30.30
				DEPARTMENT 1308 GOLF COURSE MAINTENANCE TOTAL:		3,661.40
01-10725	PRUDENTIAL INSURANCE CO					
		I-AUG 11	730-41401-1040	HEALTH & LIFE LIFE INSURANCE PREMIUMS	000000	0.00
				DEPARTMENT 1401 ACME BRICK PARK ADMIN TOTAL:		0.00
		I-AUG 11	730-41408-1040	HEALTH & LIFE LIFE INSURANCE PREMIUMS	000000	0.00
				DEPARTMENT 1408 ACME BRICK PK OPERATIONS TOTAL:		0.00
		I-AUG 11	730-41409-1040	HEALTH & LIFE LIFE INSURANCE PREMIUMS	000000	0.00
				DEPARTMENT 1409 PARKS/ABP FIELDS/PK TOTAL:		0.00
				FUND 730 RECREATION TRUST AUTHOR. TOTAL:		3,849.16

VENDOR SET: 01 CITY OF CLINTON ITEMS PRINTED: PAID, UNPAID
PACKET: 04960 8/30/11
FUND : 730 RECREATION TRUST AUTHOR.
DEPARTMENT: 1301 GOLF COURSE ADMINISTRATN BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-10205	SUBWAY	I-194980	730-41301-2610	LUNCH GOLF ADVISORY BOARD		20.00
				DEPARTMENT 1301 GOLF COURSE ADMINISTRA TOTAL:		20.00
01-1	DRILL SPOT	I-1CZ8-OEL1	730-41308-2445	DRILL SPOT: HOSE REEL SWIVEL		121.97
				DEPARTMENT 1308 GOLF COURSE MAINTENANC TOTAL:		121.97
				FUND 730 RECREATION TRUST AUTHO TOTAL:		141.97

PACKET: 04938 8/15/11
VENDOR SET: 01
FUND : 730 RECREATION TRUST AUTHOR.
DEPARTMENT: 1301 GOLF COURSE ADMINISTRATN BANK: FNBAP
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01535	OKLAHOMA NATURAL GAS CO					
		I-AUG. 11	730-41301-2080	NATURAL GAS C NATURAL GAS SERVICE	067911	40.18
01-01925	AT&T					
		I-JULY-11	730-41301-2005	TELEPHONE TELEPHONE SERVICE	067889	59.50
01-02505	CITY OF CLINTON					
		I-AUGUST 2011	730-41301-2060	WATER CHARGES WATER BILL GOLF COURSE	067896	186.52
		I-AUGUST 2011	730-41301-2460	MISCELLANEOUS FEES GOLF	067896	4.70
01-07990	CHEM-CAN SERVICES, INC					
		I-190001	730-41301-2110	RENTAL CHARGE PORTABLE TOILET RENTALS	067895	66.00
01-09435	AMERICAN ELECTRIC POWER					
		I-AUG.11	730-41301-2075	ELECTRIC CHAR ELECTRIC SERVICE/ALL DEPTS	067887	1,868.32
				DEPARTMENT 1301 GOLF COURSE ADMINISTRATN TOTAL:		2,225.22
01-01925	AT&T					
		I-JULY-11	730-41308-2005	TELEPHONE TELEPHONE SERVICE	067889	0.00
				DEPARTMENT 1308 GOLF COURSE MAINTENANCE TOTAL:		0.00
01-02505	CITY OF CLINTON					
		I-AUGUST 2011	730-41408-2060	WATER CHARGES WATER BILL ACME BRICK PARK	067896	628.32
		I-AUGUST 2011	730-41408-2065	SEWER CHARGES SEWER BILL ACME BRICK PARK	067896	32.52
		I-AUGUST 2011	730-41408-2460	MISCELLANEOUS FEES ACME BRICK PARK	067896	4.70
				DEPARTMENT 1408 ACME BRICK PK OPERATIONS TOTAL:		665.54
				FUND 730 RECREATION TRUST AUTHOR. TOTAL:		2,890.76

VENDOR SET: 01 CITY OF CLINTON ITEMS PRINTED: PAID, UNPAID
PACKET: 04920 8/2/11
FUND : 730 RECREATION TRUST AUTHOR.
DEPARTMENT: 1301 GOLF COURSE ADMINISTRATN BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-10205	SUBWAY	I-171462	730-41301-2610	LUNCH GOLF ADVISORY BOARD		20.00
				DEPARTMENT 1301 GOLF COURSE ADMINISTRA TOTAL:		20.00
				FUND 730 RECREATION TRUST AUTHO TOTAL:		20.00

PACKET: 04967 8/31/2011
VENDOR SET: 01
FUND : 730 RECREATION TRUST AUTHOR.
DEPARTMENT: 1301 GOLF COURSE ADMINISTRATN BANK: FNBAP
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00255	CLINTON LAUNDRY AND CLE					
		I-106858	730-41301-2465	JANITORIAL SU PRO SHOP LAUNDRY	000000	110.50
		I-630127	730-41301-2465	JANITORIAL SU PRO SHOP LAUNDRY	000000	24.34
01-00715	ROBERT LELAND ESSARY					
		I-SEPT-11	730-41301-2110	RENTAL CHARGE LAND RENT GOLF COURSE	000000	350.00
01-00735	FARMER BROTHERS CO					
		I-54888213-SO	730-41301-2410	OPERATING SUP COFFE/ENERGY CHARGE	000000	85.58
01-01535	OKLAHOMA NATURAL GAS CO					
		I-SEPT-11	730-41301-2080	NATURAL GAS C NATURAL GAS SERVICE	000000	0.00
01-07990	CHEM-CAN SERVICES, INC					
		I-19480	730-41301-2110	RENTAL CHARGE PORTABLE TOILETS	000000	66.00
01-09435	AMERICAN ELECTRIC POWER					
		I-SEPT-11	730-41301-2075	ELECTRIC CHAR ELECTRIC SERVICE/ALL DEPTS	000000	1,436.61
01-09470	RT PROMOTIONS AND					
		I-152	730-41301-2016	ADVERTISING ADVERTISEMENT COUPONS SWOSU	000000	100.00
01-15330	RS MEACHAM CPA'S					
		I-2316	730-41301-2095	FINANCIAL AUD FIN. CONS. AUDIT FEES	000000	650.00
				DEPARTMENT 1301 GOLF COURSE ADMINISTRATN TOTAL:		2,823.03
01-00255	CLINTON LAUNDRY AND CLE					
		I-625641	730-41308-2435	UNIFORM SERVI UNIFORM RENTAL	000000	11.00
		I-626989	730-41308-2435	UNIFORM SERVI UNIFORM RENTAL	000000	11.00
		I-627312	730-41308-2465	JANITORIAL SU PRO SHOP LAUNDRY	000000	24.34
		I-628333	730-41308-2435	UNIFORM SERVI UNIFORM RENTAL	000000	11.00
		I-629768	730-41308-2435	UNIFORM SERVI UNIFORM RENTAL	000000	11.00
		I-631149	730-41308-2435	UNIFORM SERVI UNIFORM RENTAL	000000	11.00
01-00260	ELK SUPPLY CO INC					
		I-623541/5	730-41308-2422	PARTS - EQUIP BUSHINGS/COUPLES	000000	17.79
		I-624620/5	730-41308-2440	CHEMICALS ROUND UP/BROADLEAF SPRAY	000000	26.71
		I-624866/5	730-41308-2130	FACILITIES RE NUTS/BOLTS/SCREWS/FLOOR FLANGE	000000	26.46
		I-625018/5	730-41308-2130	FACILITIES RE STAPLES/COAX STAPLES/COAX SPLI	000000	13.65
		I-625156/5	730-41308-2130	FACILITIES RE GOLF MAINTENANCE WIFI	000000	5.49
		I-625164/5	730-41308-2130	FACILITIES RE GOLF MAINT WIFI	000000	18.68
		I-625205/5	730-41308-2130	FACILITIES RE GOLF MAINTENANCE WIFI	000000	23.85
01-00295	CAPITOL ELEC MOTOR INC					
		I-44393	730-41308-2470	FACILITIES MA RPR FOUNTAIN MOTOR	000000	1,178.22
01-00730	FARM PLAN/ATWOODS					

PACKET: 04967 8/31/2011
VENDOR SET: 01
FUND : 730 RECREATION TRUST AUTHOR.
DEPARTMENT: 1308 GOLF COURSE MAINTENANCE BANK: FNBAP
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00730	FARM PLAN/ATWOODS continued					
		I-B36803/4	730-41308-2410	OPERATING SUP LIGHT BULBS/BATTERIES	000000	40.78
01-01240	LITTKE'S STORE					
		I-028428	730-41308-2422	PARTS - EQUIP STARTER ROPE/FILTER	000000	23.90
		I-028458	730-41308-2444	TREE CARE CHAIN SHARPENING	000000	20.00
01-01250	LOCKE SUPPLY COMPANY					
		I-16072764-00	730-41308-2130	FACILITIES RE MASTIC TAPE ROLL 3 M	000000	30.52
01-01260	WESTERN EQUIPMENT LLC					
		I-96723	730-41308-2422	PARTS - EQUIP DECK MOWER BLADES	000000	77.01
01-02220	T.H. ROGERS LUMBER CO.					
		I-1077901	730-41308-2471	STRUCTURE MAI 2X8X16 TREATED	000000	12.89
01-04605	O'REILLY AUTOMOTIVE INC					
		I-0243-291599	730-41308-2425	FUEL, OIL, ET OIL/FILTER	000000	107.36
		I-0243-292404	730-41308-2422	PARTS - EQUIP OIL FILTER	000000	17.40
01-04840	R & R PRODUCTS, INC					
		I-CD1475855	730-41308-2422	PARTS - EQUIP GUAGE/ROPE	000000	243.68
		I-CD1483926	730-41308-2422	PARTS - EQUIP RHM HOVER MOWER BLADES	000000	86.01
01-07535	HUTCHINSON OIL CO, INC					
		I-7010756	730-41308-2425	FUEL, OIL, ET DYED DIESEL/UNLEADED	000000	2,034.12
01-07750	WYLIE & SON, INC					
		I-102753	730-41308-2422	PARTS - EQUIP TEA JET TIP/SO MESH	000000	119.05
01-08200	PROFESSIONAL TURF PRODU					
		I-1156450-00	730-41308-2445	IRRIGATION & CONVERSION ASSEMBLY	000000	972.99
		I-1156828-10	730-41308-2422	PARTS - EQUIP WASHER/SPRINGS/NUTS/SCREW	000000	246.35
		I-1158174-00	730-41308-2422	PARTS - EQUIP AIR FILTERS/ ROLLER ASSEMBLY	000000	362.00
01-08675	JESCO PRODUCTS INC					
		I-68618	730-41308-2422	PARTS - EQUIP STAKE/PROFILE/SPIKE	000000	556.56
01-11975	TRUE TURF					
		I-5860	730-41308-2439	FERTILIZERS GREENS SOIL/FERTILITY PROGRAM	000000	1,929.00
01-14780	AGRIUM ADVANCED TECHNOL					
		I-IN452312	730-41308-2441	SAND/SOIL AME GYPSUM/FUNGICIDE/LI 700	000000	286.14
		I-IN452312	730-41308-2440	CHEMICALS GYPSUM/FUNGICIDE/LI 700	000000	288.00
		I-IN452312	730-41308-2440	CHEMICALS GYPSUM/FUNGICIDE/LI 700	000000	58.34-
		I-IN452313	730-41308-2440	CHEMICALS MERIDIAN INSECTICIDE	000000	306.00
		I-IN459174	730-41308-2440	CHEMICALS FUNGICIDE/DACONIL/DITHANE	000000	288.00
		I-IN459504	730-41308-2440	CHEMICALS FUNGICIDE/DACONIL/DITHANE	000000	1,063.92
		I-IN463231	730-41308-2440	CHEMICALS PRIMO	000000	275.00

PACKET: 04967 8/31/2011
VENDOR SET: 01
FUND : 730 RECREATION TRUST AUTHOR.
DEPARTMENT: 1308 GOLF COURSE MAINTENANCE BANK: FNBAP
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-14780	AGRIUM ADVANCED TECHNOL	continued				
		I-IN463232	730-41308-2440	CHEMICALS	ILLOXAN/TANK CLNR/RESPOND	000000	1,058.80
				DEPARTMENT 1308	GOLF COURSE MAINTENANCE TOTAL:		11,777.33
				FUND 730	RECREATION TRUST AUTHOR. TOTAL:		14,600.36

PUBLIC NOTICE OF A REGULAR MEETING
OF THE SOLID WASTE AUTHORITY
TUESDAY, SEPTEMBER 6, 2011 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Meeting status: Completed

1. Call to Order

2. Opening Prayer Dave Gerbrandt , First Mennonite Church

3. Consent Agenda

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

    B. Consider Claims
    Hospital Authority Solid Waste Authority Industrial Authority
    Airport Authority Recreational Authority

4. Action Items:

5. City Managers Report

6. Audience Participation

7. Adjournment

Filed this 1st Day of September, 2011. Posted on the bulletin board in the lobby of the Clinton City Hall on September 1, 2011 at 2:45 p.m.

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Not recorded

SW080211

MINUTES OF THE SOLID WASTE AUTHORITY, AUGUST 2, 2011

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, August 2, 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 July 29, 2011.

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

CHAIRMAN: Allen Bryson
TRUSTEES: Don Rodolph, Bob Marcy, Phyllis Smith, Steve Jones
CITY MANAGER: Steve Hewitt
CITY CLERK: Lisa Anders
CITY TREASURER: Absent
DEPUTY CLERK: Rhonda Williams
CITY ATTORNEY: Ryan Meacham
NEWS MEDIA: Gerald Green and Jarod Atha
THERS: Arnold Adams, David Crabtree, Gene McCullough, K.D. Kappel, Jason Hulin, L.R. Sights, Shane Smith, Lydia Garvey and others.

Roland Youngburg of the First United Methodist Church opened the meeting with prayer and Trustee Phyllis Smith led the Pledge of Allegiance.

AGENDA ITEM NO. 3: CONSENT AGENDA

A. Minutes of the Regular Meeting of July 5, 2011
B. Consider Claims

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

Chairman put the motion to a roll call vote:

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

Chairman put the motion to a roll call vote

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

Chairman declared the meeting adjourned at 5:35 pm.

PACKET: 04938 8/15/11
VENDOR SET: 01
FUND : 710 SOLID WASTE AUTHORITY
DEPARTMENT: 0901 SOLID WASTE ADMINISTRATIO BANK: FNBAP
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01925	AT&T					
		I-JULY-11	710-40901-2005	TELEPHONE TELEPHONE SERVICE	067889	17.06
				DEPARTMENT 0901 SOLID WASTE ADMINISTRATIOTOTAL:		17.06
01-01535	OKLAHOMA NATURAL GAS CO					
		I-AUG. 11	710-40912-2080	NATURAL GAS C NATURAL GAS SERVICE	067911	95.56
01-01925	AT&T					
		I-JULY-11	710-40912-2005	TELEPHONE TELEPHONE SERVICE	067889	30.37
01-02505	CITY OF CLINTON					
		I-AUGUST 2011	710-40912-2060	WATER CHARGES WATER BILL SHOP	067896	47.74
		I-AUGUST 2011	710-40912-2065	SEWER CHARGES SEWER BILL SHOP	067896	36.07
		I-AUGUST 2011	710-40912-2460	MISCELLANEOUS FEES SHOP	067896	4.70
01-03825	ALL-AMERICAN WASTE CONT					
		C-7-28-11	710-40912-2120	CONTRACTUAL S OVERPAYMENT JUNE 2011 INVOICE	067888	1,000.00-
		I-001201-060C	710-40912-2120	CONTRACTUAL S SOLID WASTE DISPOSAL JULY 2011	067888	48,214.12
01-09435	AMERICAN ELECTRIC POWER					
		I-AUG.11	710-40912-2075	ELECTRIC CHAR ELECTRIC SERVICE/ALL DEPTS	067887	178.69
01-11040	SHELL FLEET PLUS					
		I-123349	710-40912-2425	FUEL, OIL, ET HYDRAULIC OIL #22	067915	202.21
01-13175	FLEETCOR DBA/FUELMAN					
		I-NP30890413	710-40912-2425	FUEL, OIL, ET FUEL USE	067901	6,409.80
01-15160	CELLULAR ONE					
		I-8-15-11	710-40912-2005	TELEPHONE ON CALL PHONES	067893	37.31
				DEPARTMENT 0912 SOLID WASTE COLLECTIONS TOTAL:		54,256.57
				FUND 710 SOLID WASTE AUTHORITY TOTAL:		54,273.63

PACKET: 04926 8-10-11
VENDOR SET: 01
FUND : 710 SOLID WASTE AUTHORITY
DEPARTMENT: 0901 SOLID WASTE ADMINISTRATIO
BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBPY

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00500	DELTA DENTAL PLAN OF OK					
		I-AUG 11	710-40901-1045	DENTAL INSURA DENTAL INSURANCE PREMIUMS	000000	59.40
01-01675	OK MUN RETIREMENT FUND					
		I-OMR7A/11	710-40901-1060	CITY RETIREME CLINTON 014,DB, PLAN AAA	000000	115.50
		I-OMR7B/11	710-40901-1060	CITY RETIREME CLINTON 014,DB, PLAN AAA	000000	115.49
		I-OMR7C/11	710-40901-1060	CITY RETIREME CLINTON 014,DB, PLAN AAA	000000	118.97
01-10725	PRUDENTIAL INSURANCE CO					
		C-AUG 11	710-40901-1040	HEALTH & LIFE AUG 11 PREMIUM POSTED INCORREC	000000	0.05-
		I-AUG 11	710-40901-1040	HEALTH & LIFE LIFE INSURANCE PREMIUMS	000000	5.32
01-10745	BLUE CROSS & BLUE SHIEL					
		I-AUG 11	710-40901-1040	HEALTH & LIFE HEALTH INSURANCE PREMIUMS	000000	901.78
01-15575	VISION SERVICE PLAN OF					
		I-AUG 11	710-40901-1046	VISION INSURA VISION SERVICE PLAN OF OKLAHOM	000000	7.38
				DEPARTMENT 0901 SOLID WASTE ADMINISTRATIOTOTAL:		1,323.79
01-00500	DELTA DENTAL PLAN OF OK					
		I-AUG 11	710-40912-1045	DENTAL INSURA DENTAL INSURANCE PREMIUMS	000000	175.50
01-01675	OK MUN RETIREMENT FUND					
		I-OMR7A/11	710-40912-1060	CITY RETIREME CLINTON 014,DB, PLAN AAA	000000	1,075.53
		I-OMR7B/11	710-40912-1060	CITY RETIREME CLINTON 014,DB, PLAN AAA	000000	1,075.53
		I-OMR7C/11	710-40912-1060	CITY RETIREME CLINTON 014,DB, PLAN AAA	000000	1,013.14
01-10725	PRUDENTIAL INSURANCE CO					
		I-AUG 11	710-40912-1040	HEALTH & LIFE LIFE INSURANCE PREMIUMS	000000	13.91
01-10745	BLUE CROSS & BLUE SHIEL					
		I-AUG 11	710-40912-1040	HEALTH & LIFE HEALTH INSURANCE PREMIUMS	000000	2,664.35
01-15575	VISION SERVICE PLAN OF					
		I-AUG 11	710-40912-1046	VISION INSURA VISION SERVICE PLAN OF OKLAHOM	000000	39.39
				DEPARTMENT 0912 SOLID WASTE COLLECTIONS TOTAL:		6,057.35
				FUND 710 SOLID WASTE AUTHORITY TOTAL:		7,381.14

PACKET: 04967 8/31/2011
VENDOR SET: 01
FUND : 710 SOLID WASTE AUTHORITY
DEPARTMENT: 0901 SOLID WASTE ADMINISTRATIO
BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-15330	RS MEACHAM CPA'S					
		I-2316	710-40901-2095	FINANCIAL AUD FIN. CONS. AUDIT FEES	000000	1,690.00
				DEPARTMENT 0901 SOLID WASTE ADMINISTRATIOTOTAL:		1,690.00
01-00255	CLINTON LAUNDRY AND CLE					
		I-625641	710-40912-2435	UNIFORM SERVI UNIFORM RENTAL	000000	38.50
		I-626989	710-40912-2435	UNIFORM SERVI UNIFORM RENTAL	000000	38.50
		I-628333	710-40912-2435	UNIFORM SERVI UNIFORM RENTAL	000000	38.50
		I-629768	710-40912-2435	UNIFORM SERVI UNIFORM RENTAL	000000	38.50
		I-631149	710-40912-2435	UNIFORM SERVI UNIFORM RENTAL	000000	38.50
01-01250	LOCKE SUPPLY COMPANY					
		I-15910093-00	710-40912-2410	OPERATING SUP TAPE	000000	24.29
01-01535	OKLAHOMA NATURAL GAS CO					
		I-SEPT-11	710-40912-2080	NATURAL GAS C NATURAL GAS SERVICE	000000	0.00
01-01570	OCT EQUIPMENT, INC					
		I-120042	710-40912-2422	PARTS-EQUIPME EDGE GLASS/FREIGHT	000000	185.39
01-02265	UNITED ENGINES, INC					
		I-0278546	710-40912-2045	VEHICLE REPAI PARTS/LBR TRANS #23	000000	8,166.73
01-03135	ATC FREIGHTLINER GROUP,					
		I-535055189	710-40912-2045	VEHICLE REPAI RPR WIRING ON #20	000000	575.22
01-04605	O'REILLY AUTOMOTIVE INC					
		I-0243-291092	710-40912-2421	PARTS-VEHICLE HYD OIL / GREASE	000000	134.89
		I-0243-291518	710-40912-2421	PARTS-VEHICLE GREASE - SANITATION TRUCKS	000000	149.70
		I-0243-294015	710-40912-2410	OPERATING SUP MIG WIRE DUMPSTER REPAIR	000000	48.12
		I-0243-294238	710-40912-2410	OPERATING SUP AIR FRESHNER	000000	5.98
01-07335	CLINTON AUTO GLASS INC					
		I-22	710-40912-2045	VEHICLE REPAI REPLACE BACK HOE BACK GLASS	000000	135.00
01-09435	AMERICAN ELECTRIC POWER					
		I-SEPT-11	710-40912-2075	ELECTRIC CHAR ELECTRIC SERVICE/ALL DEPTS	000000	78.57
01-11365	REEVES CHAMOIS CO					
		I-159676	710-40912-2410	OPERATING SUP WASH AND WAX 5 GAL	000000	70.00
01-11850	K & S TIRE INC					
		I-56540	710-40912-2420	TIRES, BATTER TIRES UNIT #22	000000	1,032.00
		I-56842	710-40912-2420	TIRES, BATTER TIRE TRAILOR	000000	92.29
		I-57024	710-40912-2420	TIRES, BATTER TIRES #5	000000	552.40
				DEPARTMENT 0912 SOLID WASTE COLLECTIONS TOTAL:		11,443.08
				FUND 710 SOLID WASTE AUTHORITY TOTAL:		13,133.08

PUBLIC NOTICE OF A REGULAR MEETING
OF THE HOSPITAL AUTHORITY
TUESDAY, SEPTEMBER 6, 2011 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Meeting status: Completed

1. Call to Order

2. Opening Prayer Dave Gerbrandt , First Mennonite Church

3. Consent Agenda

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

    B. Consider Claims
    Hospital Authority Solid Waste Authority Industrial Authority
    Airport Authority Recreational Authority

4. Action Items:

5. City Managers Report

6. Audience Participation

7. Adjournment

Filed this 1st Day of September, 2011. Posted on the bulletin board in the lobby of the Clinton City Hall on September 1, 2011 at 2:45 p.m.

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Not recorded

HA080211

MINUTES OF HOSPITAL AUTHORITY MEETING, AUGUST 2, 2011

Minutes of a regular meeting of the Chairman and Trustee of the Clinton Hospital Authority of Clinton, Oklahoma, Custer County, held in the City Council Room, City Hall on Tuesday, August 2, 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 July 29, 2011.

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

CHAIRMAN: Allen Bryson
TRUSTEES: Don Rodolph, Bob Marcy, Phyllis Smith, Steve Jones
CITY MANAGER: Steve Hewitt
CITY CLERK: Lisa Anders
CITY TREASURER: Absent
DEPUTY CLERK: Rhonda Williams
CITY ATTORNEY: Ryan Meacham
NEWS MEDIA: Gerald Green and Jarod Atha
OTHERS: Arnold Adams, David Crabtree, Gene McCullough, K.D. Kappel, Jason Hulin, L.R. Sights, Shane Smith Lydia Garvey, Rusty Whisenhunt and others.

Roland Youngburg of the First United Methodist Church opened the meeting with prayer and Trustee Phyllis Smith led the Pledge of Allegiance.

AGENDA ITEM NO. 3: CONSENT AGENDA

A. Minutes of the Regular Meeting of July 5, 2011
B. Consider Claims

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

Chairman put the motion to a roll call vote:

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

Chairman put the motion to a roll call vote:

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

Chairman declared the meeting adjourned at 5:32 pm.

PACKET: 04967 8/31/2011
VENDOR SET: 01
FUND : 770 CLINTON HOSPITAL AUTH.
DEPARTMENT: N/A NON-DEPARTMENTAL BANK: FNBAP
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-15330	RS MEACHAM CPA'S					
		I-2316	770-40000-2095	FINANCIAL AUD FIN. CONS. AUDIT FEES	000000	520.00
				DEPARTMENT NON-DEPARTMENTAL TOTAL:		520.00
				FUND 770 CLINTON HOSPITAL AUTH. TOTAL:		520.00
				REPORT GRAND TOTAL:		280,369.40

PUBLIC NOTICE OF A REGULAR MEETING
OF THE PUBLIC WORKS AUTHORITY
TUESDAY, SEPTEMBER 6, 2011 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Meeting status: Completed

1. Call to Order
2. Opening Prayer Dave Gerbrandt , First Mennonite Church
3. Consent Agenda
    A. Consider Approval of Minutes on August 16, 2011
    B. Consider Claims
4. Action Items:
    A. Affirm Expenditure by Clinton Public Schools Board of Education to Joe D. Hall, General Contractor for School Construction
5. City Manager's Report
    A. Water Update
6. Audience Participation
7. Adjournment
    A. Continue to City Council Agenda

Filed this 1st Day of September, 2011. Posted on the bulletin board in the lobby of the Clinton City Hall on September 1, 2011 at 2:45 p.m.

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Not recorded

PW081611

MINUTES OF THE PUBLIC WORKS AUTHORITY MEETING, AUGUST 16, 2011

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 16, 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 August 12, 2011.

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

CHAIRMAN: Allen Bryson
TRUSTEES: Don Rodolph, Bob Marcy, Phyllis Smith, Steve Jones
CITY MANAGER: Steve Hewitt
CITY CLERK: Lisa Anders
CITY TREASURER: Debra Blanchard
DEPUTY CLERK: Rhonda Williams
CITY ATTORNEY: Ryan Meacham
NEWS MEDIA: Gerald Green and Mike Smith
OTHERS: David Crabtree, Jason Hulin, Rusty Whisenhunt, Wade Anders, Bobby Hoffman, Gene McCullough, Brian and Landon Aneshansley, Daniel Koscheski, Jeff & Caleb Blanchard, Braydon Boyles, Bryler Atchley, Ben Brewer, Johnny Redd and others.

Jason Hulin opened the meeting with prayer and Trustee Phyllis Smith led the Pledge of Allegiance.

AGENDA ITEM NO. 3: CONSENT AGENDA

A. Minutes of the Regular Meeting of August 2, 2011

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

Chairman put the motion to a roll call vote:

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

Chairman declared the motion carried.

AGENDA ITEM NO. 4. ACTION ITEMS

4A. AWARD BID FOR HIGHWAY 183 WATERLINE RELOCATION PROJECT

At the previous meeting, bids were received for the Highway 183 Waterline Relocation Project. The bids were referred to staff and the engineer for review and recommendation. Garver Engineering reviewed and recommended that the bid from M & S Construction in the amount of $100,000.00 be approved and awarded.

Motion was made by Trustee Rodolph and seconded by Trustee Marcy to accept the recommendation and award the contract to M & S Construction in the amount of $100,000.00 for the Highway 183 Waterline Relocation Project.

Chairman put the motion to a roll call vote:

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

Chairman declared the motion carried.

4B. CONSIDER RESOLUTION NO. PW11-01 AND PW11-02 REGARDING IMPLEMENTATION OF WATER RESTRICTIONS AND TEMPORARY WATER RATE INCREASES

City Manager Steve Hewitt reported that Lake Clinton is low and the water usage is high. He said with the recent light rain, the lake level has flat lined. He said the temperatures are expected to continue to remain high so he recommended a 30 day increase in water rates. He said this would help in offsetting the cost of the water being taken from Foss. He recommended an additional $1.27 per 1,000 gallon for usage over 14,000 gallons. He said this would bring the rates up to the charges for water sold to the Town of Arapaho. He said the rates for Arapaho are adjusted once a year and that was done in April.

City Manager Hewitt asked that the restrictions on water usage continue and hope that this along with the increased cost will deter high usages.

Trustee Rodolph said he would like to keep the volunteer rationing program in place and increase the rates for usage over 14,000 gallons.

City Manager Steve Hewitt said usage did decrease during the rain and usage went right back up a few days following the rain. He said we are taking all the water we can from Lake Clinton.

Rusty Whisenhunt of Severn Trent said that Foss has trouble going up and down on production so it is easier for the necessary adjustments to be made at Lake Clinton.

Trustee Smith asked when the increased rates would go into effect.

City Manager Hewitt said the increased rates would go into effect immediately.

Chairman Bryson asked if the drought continues, how long before the Public Works Authority reserve fund would be exhausted.

City Treasurer Debra Blanchard estimated that it would be six to seven months.

City Manager Hewitt said that we are already three months into the drought.

Motion was made by Trustee Rodolph and seconded by Trustee Jones to adopt Resolution PW11-1 implementing an increase of $1.27 per 1,000 gallons of water for usage over 14,000 gallons to go into effect immediately for a period of 30 days and to be reviewed every two weeks.

Chairman put the motion to a roll call vote:

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

Chairman declared the motion carried.

Motion was made by Trustee Rodolph and seconded by Trustee Smith to adopt Resolution PW-11-1 with an emergency clause.

Chairman put the motion to a roll call vote:

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

Chairman declared the motion carried.

Bobby Hoffman said he appreciated the action the Authority is taking regarding the water situation.

4C. AFFIRM EXPENDITURE BY CLINTON PUBLIC SCHOOLS BOARD OF EDUCATION TO JOE D. HALL, GENERAL CONTRACTOR FOR SCHOOL CONSTRUCTION

Motion was made by Trustee Jones and seconded by Trustee Smith to affirm the expenditure by Clinton Public Schools Board of Education to Joe D. Hall for school construction projects.

Chairman put the motion to a roll call vote:

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

Chairman declared the motion carried.

AGENDA ITEM NO .5: CITY MANAGER'S REPORT

City Manager Steve Hewitt said the water situation would be monitored very closely.

AGENDA ITEM NO. 6: AUDIENCE PARTICIPATION

None

AGENDA ITEM NO. 7: ADJOURNMENT

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

Chairman put the motion to a roll call vote:

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

Chairman declared the meeting adjourned at 6:00 pm.

PACKET: 04938 8/15/11
VENDOR SET: 01
FUND : 700 PUBLIC WORKS AUTHORITY
DEPARTMENT: N/A NON-DEPARTMENTAL BANK: FNBAP
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00005	FIRST BANK & TRUST CO					
		I-AUG 11	700-1115	CASH - BOND A PYMT TO 2002 BOND ACCT	067899	23,835.83
01-01560	OK BANK & TRUST					
		I-AUG 11	700-1125	CASH - BOND A PYMT TO 2003 BOND ACCT	067906	48,108.13
		I-AUG. 11	700-1141	CASH - BOND A PYMT TO PWA 06 BOND ACCT	067907	63,379.38
01-01995	SINOR EMERGENCY MEDICAL					
		I-JUL-11	700-2306	DUE TO SEMS/A JULY 2011 AMBULANCE FEE COLL.	067916	18,752.81
				DEPARTMENT NON-DEPARTMENTAL TOTAL:		154,076.15
01-00815	FOSS RESERVOIR M.C.D.					
		I-AUG 2011	700-40701-2210	FOSS ASSESSME ANNUAL ASSESSMENT MTHLY PRTION	067900	63,857.43
		I-JULY OVERAGE	700-40701-2200	FOSS WATER PU JULY OVERAGE	067900	105,421.61
01-01925	AT&T					
		I-JULY-11	700-40701-2005	TELEPHONE TELEPHONE SERVICE	067889	15.81
01-13175	FLEETCOR DBA/FUELMAN					
		I-NP30890413	700-40701-2425	FUEL, OIL, ET FUEL USE	067901	205.87
01-13750	AMERICAN MUNICIPAL SERV					
		I-8730	700-40701-2120	CONTRACTUAL S JULY 2011 COLLECTIONS UTILITY	067886	111.20
01-14165	CAPITOL DECISIONS, INC					
		I-7565	700-40701-2120	CONTRACTUAL S LEGISLATIVE ADVOCACY SERV	067892	7,500.00
				DEPARTMENT 0701 WATER ADMINISTRATION TOTAL:		177,111.92
01-01150	KIWASH ELECTRIC					
		I-AUG-11	700-40708-2075	ELECTRIC CHAR CANYONS WEST	067903	264.85
01-01535	OKLAHOMA NATURAL GAS CO					
		I-AUG. 11	700-40708-2080	NATURAL GAS S NATURAL GAS SERVICE	067911	31.04
01-01925	AT&T					
		I-JULY-11	700-40708-2005	TELEPHONE TELEPHONE SERVICE	067889	15.81
01-09435	AMERICAN ELECTRIC POWER					
		I-AUG.11	700-40708-2075	ELECTRIC CHAR ELECTRIC SERVICE/ALL DEPTS	067887	6,882.38
01-13175	FLEETCOR DBA/FUELMAN					
		I-NP30890413	700-40708-2425	FUEL, OIL, ET FUEL USE	067901	589.32
				DEPARTMENT 0708 WATER MAINTENANCE TOTAL:		7,783.40

PACKET: 04967 8/31/2011
VENDOR SET: 01
FUND : 700 PUBLIC WORKS AUTHORITY
DEPARTMENT: N/A NON-DEPARTMENTAL BANK: FNBAP
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-07850	OK WATER RESOURCE BOARD					
		I-9-15-11	700-2309	NOTE PAYABLE SEMI ANNUAL PYMT RPT PRINC.	000000	16,001.63
01-14885	OK OFFICE OF STATE FINA					
		I-PC-0000944	700-2307	DUE TO OK.GOV PORTAL CHARGES JUNE 2011	000000	61.00
				DEPARTMENT NON-DEPARTMENTAL TOTAL:		16,062.63
01-02740	RANDOLPH S MEACHAM, P.C					
		I-33512	700-40701-2085	PROFESSIONAL PHONE CONF/LAND AQUIS/PD/WTR	000000	296.48
01-15330	RS MEACHAM CPA'S					
		I-2316	700-40701-2095	FINANCIAL AUD FIN. CONS. AUDIT FEES	000000	1,690.00
				DEPARTMENT 0701 WATER ADMINISTRATION TOTAL:		1,986.48
01-00255	CLINTON LAUNDRY AND CLE					
		I-625641	700-40708-2435	UNIFORM SERVI UNIFORM RENTAL	000000	6.75
		I-626989	700-40708-2435	UNIFORM SERVI UNIFORM RENTAL	000000	6.75
		I-628333	700-40708-2435	UNIFORM SERVI UNIFORM RENTAL	000000	6.75
		I-629768	700-40708-2435	UNIFORM SERVI UNIFORM RENTAL	000000	86.87
		I-631149	700-40708-2435	UNIFORM SERVI UNIFORM RENTAL	000000	11.00
01-00295	CAPITOL ELEC MOTOR INC					
		I-44485	700-40708-2120	CONTRACTUAL S RPR MOBILE GENERATOR	000000	2,299.30
01-00515	OK DEPT OF ENVIRONMENTA					
		I-8-19-11	700-40708-2615	TRAINING & DE TEMP W/WW LIC - MARK HOLLAND	000000	124.00
01-01535	OKLAHOMA NATURAL GAS CO					
		I-SEPT-11	700-40708-2080	NATURAL GAS S NATURAL GAS SERVICE	000000	0.00
01-01570	OCT EQUIPMENT, INC					
		I-120040	700-40708-2420	TIRES, BATTER BACKHOE BATTERY	000000	120.82
01-01760	PIONEER SUPPLY CO, LLC					
		I-191651	700-40708-2410	OPERATING SUP HYD ADPTR/SLEEVE/PACK/METER	000000	2,104.30
		I-191975	700-40708-2410	OPERATING SUP CLAMPS/SADDLES/CAPS/METER	000000	1,694.60
		I-191977	700-40708-2410	OPERATING SUP SADDLE/VALVE-WASHINGTON SCHOOL	000000	189.27
		I-192022	700-40708-2410	OPERATING SUP 24" METER CANS	000000	733.04
		I-192170	700-40708-2410	OPERATING SUP CLAMPS/SADDLES/CAPS/METER	000000	247.61
		I-192333	700-40708-2410	OPERATING SUP CLAMPS/SADDLES/CAPS/METER	000000	125.04
01-09435	AMERICAN ELECTRIC POWER					
		I-SEPT-11	700-40708-2075	ELECTRIC CHAR ELECTRIC SERVICE/ALL DEPTS	000000	8,950.95
01-11850	K & S TIRE INC					

PACKET: 04926 8-10-11
VENDOR SET: 01
FUND : 700 PUBLIC WORKS AUTHORITY
DEPARTMENT: 0701 WATER ADMINISTRATION BANK: FNBPY
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00500	DELTA DENTAL PLAN OF OK					
		I-AUG 11	700-40701-1045	DENTAL INSURA DENTAL INSURANCE PREMIUMS	000000	54.00
01-01675	OK MUN RETIREMENT FUND					
		I-OMR7A/11	700-40701-1060	CITY RETIREME CLINTON 014,DB, PLAN AAA	000000	154.02
		I-OMR7B/11	700-40701-1060	CITY RETIREME CLINTON 014,DB, PLAN AAA	000000	154.02
		I-OMR7C/11	700-40701-1060	CITY RETIREME CLINTON 014,DB, PLAN AAA	000000	158.64
01-10725	PRUDENTIAL INSURANCE CO					
		I-AUG 11	700-40701-1040	HEALTH & LIFE LIFE INSURANCE PREMIUMS	000000	4.74
01-10745	BLUE CROSS & BLUE SHIEL					
		I-AUG 11	700-40701-1040	HEALTH & LIFE HEALTH INSURANCE PREMIUMS	000000	819.80
01-15575	VISION SERVICE PLAN OF					
		I-AUG 11	700-40701-1046	VISION INSURA VISION SERVICE PLAN OF OKLAHOM	000000	4.20
				DEPARTMENT 0701 WATER ADMINISTRATION TOTAL:		1,349.42
01-00500	DELTA DENTAL PLAN OF OK					
		I-AUG 11	700-40708-1045	DENTAL INSURA DENTAL INSURANCE PREMIUMS	000000	81.00
01-01675	OK MUN RETIREMENT FUND					
		I-OMR7A/11	700-40708-1060	CITY RETIREME CLINTON 014,DB, PLAN AAA	000000	709.44
		I-OMR7B/11	700-40708-1060	CITY RETIREME CLINTON 014,DB, PLAN AAA	000000	456.27
		I-OMR7C/11	700-40708-1060	CITY RETIREME CLINTON 014,DB, PLAN AAA	000000	363.49
01-10725	PRUDENTIAL INSURANCE CO					
		I-AUG 11	700-40708-1040	HEALTH & LIFE LIFE INSURANCE PREMIUMS	000000	18.27
01-10745	BLUE CROSS & BLUE SHIEL					
		I-AUG 11	700-40708-1040	HEALTH & LIFE HEALTH INSURANCE PREMIUMS	000000	1,229.70
01-15575	VISION SERVICE PLAN OF					
		I-AUG 11	700-40708-1046	VISION INSURA VISION SERVICE PLAN OF OKLAHOM	000000	18.18
				DEPARTMENT 0708 WATER MAINTENANCE TOTAL:		2,876.35
01-10725	PRUDENTIAL INSURANCE CO					
		I-AUG 11	700-40710-1040	HEALTH & LIFE LIFE INSURANCE PREMIUMS	000000	0.00
				DEPARTMENT 0710 WATER TREATMENT TOTAL:		0.00
01-00500	DELTA DENTAL PLAN OF OK					
		I-AUG 11	700-40801-1045	DENTAL INSURA DENTAL INSURANCE PREMIUMS	000000	48.60

PACKET: 04967 8/31/2011
VENDOR SET: 01
FUND : 700 PUBLIC WORKS AUTHORITY
DEPARTMENT: 0708 WATER MAINTENANCE
BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-11850	K & S TIRE INC	continued				
		I-56155	700-40708-2420	TIRES, BATTER TIRE FOR GENERATOR TRAILER	000000	114.00
01-11980	GARVER ENGINEERS LLC					
		I-10078160-5	700-40708-3035	IMPROVEMENTS ENGINEER 183 WTRLINE	000000	6,085.10
01-12180	WESTERN OK TIRE & SERVI					
		I-153405	700-40708-2420	TIRES, BATTER FLAT RPR - F-150 WTR DEPT.	000000	12.50
		I-153544	700-40708-2420	TIRES, BATTER TIRE REPAIR - MOWER	000000	12.50
				DEPARTMENT 0708 WATER MAINTENANCE TOTAL:		22,931.15
01-01990	SECURITY SERVICES					
		I-276438	700-40710-2120	CONTRACTUAL S WWTP MONITORING/CELL PHONE	000000	123.00
01-09435	AMERICAN ELECTRIC POWER					
		I-SEPT-11	700-40710-2075	ELECTRIC CHAR ELECTRIC SERVICE/ALL DEPTS	000000	2,541.36
				DEPARTMENT 0710 WATER TREATMENT TOTAL:		2,664.36
01-07850	OK WATER RESOURCE BOARD					
		I-9-15-11	700-40799-4010	INTEREST SEMI ANNUAL PYMT RPT INTEREST	000000	5,477.03
		I-9-15-11	700-40799-4015	PAYING AGENT SEMI ANNUAL PYMT RPT ADMIN FEE	000000	866.66
				DEPARTMENT 0799 WATER DEBT SRV/DEPREC TOTAL:		6,343.69
01-15330	RS MEACHAM CPA'S					
		I-2316	700-40801-2095	FINANCIAL AUD FIN. CONS. AUDIT FEES	000000	1,690.00
				DEPARTMENT 0801 WASTEWATER ADMINISTRATIONTOTAL:		1,690.00
01-00255	CLINTON LAUNDRY AND CLE					
		I-625641	700-40808-2435	UNIFORM SERVI UNIFORM RENTAL	000000	6.75
		I-626989	700-40808-2435	UNIFORM SERVI UNIFORM RENTAL	000000	6.75
		I-628333	700-40808-2435	UNIFORM SERVI UNIFORM RENTAL	000000	6.75
		I-629768	700-40808-2435	UNIFORM SERVI UNIFORM RENTAL	000000	86.88
		I-631149	700-40808-2435	UNIFORM SERVI UNIFORM RENTAL	000000	11.00
				DEPARTMENT 0808 WASTEWATER MAINTENANCE TOTAL:		118.13
01-09435	AMERICAN ELECTRIC POWER					
		I-SEPT-11	700-40810-2075	ELECTRIC CHAR ELECTRIC SERVICE/ALL DEPTS	000000	11,130.93
				DEPARTMENT 0810 WASTEWATER TREATMENT TOTAL:		11,130.93
				FUND 700 PUBLIC WORKS AUTHORITY TOTAL:		62,927.37

PACKET: 04938 8/15/11
VENDOR SET: 01
FUND : 700 PUBLIC WORKS AUTHORITY
DEPARTMENT: 0710 WATER TREATMENT BANK: FNBAP
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-09435	AMERICAN ELECTRIC POWER					
		I-AUG.11	700-40710-2075	ELECTRIC CHAR ELECTRIC SERVICE/ALL DEPTS	067887	1,895.91
01-13175	FLEETCOR DBA/FUELMAN					
		I-NP30890413	700-40710-2425	FUEL, OIL, ET FUEL USE	067901	0.00
01-15105	SEVERN TRENT SERVICES,					
		I-1-2227-120070	700-40710-2046	EQUIP REPAIR MAINT CAP OVERAGE 2010-11	067914	19,762.12
		I-OP-119997	700-40710-2120	CONTRACTUAL S OPERATIONS/MAINT CAP AUG 2011	067914	33,386.50
				DEPARTMENT 0710 WATER TREATMENT TOTAL:		55,044.53
01-01925	AT&T					
		I-JULY-11	700-40808-2005	TELEPHONE TELEPHONE SERVICE	067889	15.81
01-13175	FLEETCOR DBA/FUELMAN					
		I-NP30890413	700-40808-2425	FUEL, OIL, ET FUEL USE	067901	589.32
01-15160	CELLULAR ONE					
		I-8-15-11	700-40808-2005	TELEPHONE ON CALL PHONES	067893	37.31
				DEPARTMENT 0808 WASTEWATER MAINTENANCE TOTAL:		642.44
01-01925	AT&T					
		I-JULY-11	700-40810-2005	TELEPHONE TELEPHONE SERVICE	067889	32.86
01-09435	AMERICAN ELECTRIC POWER					
		I-AUG.11	700-40810-2075	ELECTRIC CHAR ELECTRIC SERVICE/ALL DEPTS	067887	9,796.57
01-13175	FLEETCOR DBA/FUELMAN					
		I-NP30890413	700-40810-2425	FUEL, OIL, ET FUEL USE	067901	0.00
01-15105	SEVERN TRENT SERVICES,					
		I-OP-119997	700-40810-2120	CONTRACTUAL S OPERATIONS/MAINT CAP AUG 2011	067914	33,386.50
				DEPARTMENT 0810 WASTEWATER TREATMENT TOTAL:		43,215.93
				FUND 700 PUBLIC WORKS AUTHORITY TOTAL:		437,874.37

PACKET: 04926 8-10-11
VENDOR SET: 01
FUND : 700 PUBLIC WORKS AUTHORITY
DEPARTMENT: 0801 WASTEWATER ADMINISTRATION BANK: FNBPY
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01675	OK MUN RETIREMENT FUND					
		I-OMR7A/11	700-40801-1060	CITY RETIREME CLINTON 014,DB, PLAN AAA	000000	115.51
		I-OMR7B/11	700-40801-1060	CITY RETIREME CLINTON 014,DB, PLAN AAA	000000	115.52
		I-OMR7C/11	700-40801-1060	CITY RETIREME CLINTON 014,DB, PLAN AAA	000000	118.98
01-10725	PRUDENTIAL INSURANCE CO					
		I-AUG 11	700-40801-1040	HEALTH & LIFE LIFE INSURANCE PREMIUMS	000000	4.28
01-10745	BLUE CROSS & BLUE SHIEL					
		I-AUG 11	700-40801-1040	HEALTH & LIFE HEALTH INSURANCE PREMIUMS	000000	737.82
01-15575	VISION SERVICE PLAN OF					
		I-AUG 11	700-40801-1046	VISION INSURA VISION SERVICE PLAN OF OKLAHOM	000000	4.98
				DEPARTMENT 0801 WASTEWATER ADMINISTRATIONTOTAL:		1,145.69
01-00500	DELTA DENTAL PLAN OF OK					
		I-AUG 11	700-40808-1045	DENTAL INSURA DENTAL INSURANCE PREMIUMS	000000	27.00
01-01675	OK MUN RETIREMENT FUND					
		I-OMR7A/11	700-40808-1060	CITY RETIREME CLINTON 014,DB, PLAN AAA	000000	308.29
		I-OMR7B/11	700-40808-1060	CITY RETIREME CLINTON 014,DB, PLAN AAA	000000	66.58
		I-OMR7C/11	700-40808-1060	CITY RETIREME CLINTON 014,DB, PLAN AAA	000000	68.58
01-10725	PRUDENTIAL INSURANCE CO					
		I-AUG 11	700-40808-1040	HEALTH & LIFE LIFE INSURANCE PREMIUMS	000000	13.72
01-10745	BLUE CROSS & BLUE SHIEL					
		I-AUG 11	700-40808-1040	HEALTH & LIFE HEALTH INSURANCE PREMIUMS	000000	409.90
01-15575	VISION SERVICE PLAN OF					
		I-AUG 11	700-40808-1046	VISION INSURA VISION SERVICE PLAN OF OKLAHOM	000000	6.06
				DEPARTMENT 0808 WASTEWATER MAINTENANCE TOTAL:		900.13
01-10725	PRUDENTIAL INSURANCE CO					
		I-AUG 11	700-40810-1040	HEALTH & LIFE LIFE INSURANCE PREMIUMS	000000	0.00
				DEPARTMENT 0810 WASTEWATER TREATMENT TOTAL:		0.00
				FUND 700 PUBLIC WORKS AUTHORITY TOTAL:		6,271.59

EXHIBIT "D"

REQUISITION FOR PAYMENT
(Submit in Quadruplicate)

TO: **BancFirst**
Oklahoma City, Oklahoma

Please make the following payment from the Improvement Fund of Clinton Public Works Authority in your custody under Clinton Public Works Authority Series 2010 Bond Indenture, dated July 1, 2010:

Payee: Architects In Partnership

Address: 3220 Marshall Avenue Norman, OK 73072

Federal Tax ID # 73-141-5955

Amount: $ 55,466.03

Purpose of Payment: Architect fees for design & development

Statement #6, project # 1004B - 16,077.55

Statement #6, project # 1004C - 36,803.73, Statement #6, project # 1004D - 2,587.75

It hereby is certified that the foregoing payment is for a purpose specified in Section 2 of Article II of said Indenture.

Please indicate on the accompanying copies of this Requisition the date of payment, etc., as provided below and return two copies to the Authority and one to the District.

INDEPENDENT SCHOOL DISTRICT NO. 99,
CUSTER COUNTY, OKLAHOMA

By: Ken Harris

Requisition Paid: Date: 8-24-11

Balance in Payment Fund after payment: $ 3,724,098.

Rec - Board Ed.

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July 28, 2011

Kevin Hime, Superintendent
Clinton Public Schools
P.O. Box 729
Clinton , OK 73601-0729

AIP
ARCHITECTS
IN
PARTNERSHIP
A PROFESSIONAL CORP.

RE: Statement No. 6 (Final) Southwest Elementary Addition
High School Wrestling/Football Locker Room Addition
AIP Project # 1004B

Total Construction Budget: $4,444,460

Southwest Elementary Addition
Construction Budget: $2,741,170
AIP FEE: @ 8% = $219,293.60

	ETD	PTD	DUE
Schematic Design (20%)			
$219,293.60 X20%X 100% Complete)	$43,858.72	$43,858.72	$0.00
Design Development (15%)			
$219,293.60 X15%X 100% Complete)	$32,894.04	$32,894.04	$0.00
Construction Documents (40%)			
$219,293.60 X40%X 100% Complete)	$87,717.44	$87,717.44	$0.00
Bidding Phase (5%)			
$219,293.60 X5%X 100% Complete)	$10,964.68	$10,964.68	$0.00
Construction Phase (20%)			
$219,293.60 X20%X 100% Complete)	$43,858.72	$32,894.04	$10,964.68
	$219,293.60	$208,328.92	$10,964.68

High School Wrestling/Football Locker Room Addition
Construction Budget: $1,703,290
AIP FEE: @ 6% = $102,197.40

	ETD	PTD	DUE
Schematic Design (20%)			
$102,197.40 X20%X 100% Complete)	$20,439.48	$20,439.48	$0.00
Design Development (15%)			
$102,197.40 X15%X 100% Complete)	$15,329.61	$15,329.61	($0.00)
Construction Documents (40%)			
$102,197.40 X40%X 100% Complete)	$40,878.96	$40,878.96	$0.00
Bidding Phase (5%)			
$102,197.40 X5%X 100% Complete)	$5,109.87	$5,109.87	$0.00
Construction Phase (20%)			
$102,197.40 X20%X 100% Complete)	$20,439.48	$15,329.61	$5,109.87
	$102,197.40	$97,087.53	$5,109.87

ARCHITECTS
INTERIOR DESIGNERS
PLANNERS

3220 MARSHALL AVENUE
NORMAN, OK 73072
TEL: (405) 360-1300
FAX: (405) 360-1431

REIMBURSABLES:			
Printing / Bid Documents:	$0.00	$0.00	$0.00
Printing / In house:	$0.00	$0.00	$0.00
Postage/FedX:	$0.00	$0.00	$0.00
Copies:	$0.00	$0.00	$0.00
Long Distance:	$0.00	$0.00	$0.00
State Fire Marshal Review:	$0.00	$0.00	$0.00
Mileage:	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00

TOTAL INVOICE **$16,074.55**

Sincerely,

James Howard, AIA, LEED-AP
Senior Associate

July 28, 2011

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AIP ARCHITECTS IN PARTNERSHIP
A PROFESSIONAL CORP

Kevin Hime, Superintendent
Clinton Public Schools
P.O. Box 729
Clinton , OK 73601-0729

RE: Statement No. 6: **High School PE Gymnasium, Locker Room Renovation**
High School Band Building, JROTC Renovation
Distict Re-Roof Projects, Nance Elementary Additions
Washington Elementary Addition

AIP Project # 1004C

Total Construction Budget: **$6,397,797**

Locker Room Renovation, JROTC Renovation
Washington Elementary Addition, Nance Elementary Additions
Construction Budget: **$3,070,405**
AIP FEE: @ 8% = **$245,632.40**

		ETD	PTD	DUE
Schematic Design (20%)				
$245,632.40 X20%X	100% Complete)	$49,126.48	$49,126.48	$0.00
Design Development (15%)				
$245,632.40 X15%X	100% Complete)	$36,844.86	$36,844.86	$0.00
Construction Documents (40%)				
$245,632.40 X40%X	100% Complete)	$98,252.96	$98,252.96	$0.00
Bidding Phase (5%)				
$245,632.40 X5%X	100% Complete)	$12,281.62	$12,281.62	$0.00
Construction Phase (20%)				
$245,632.40 X20%X	50% Complete)	$24,563.24	$4,912.65	$19,650.59
		$221,069.16	$201,418.57	$19,650.59

High School Band Building
Construction Budget: **$1,477,081**
AIP FEE: @ 7% = **$103,395.65**

		ETD	PTD	DUE
Schematic Design (20%)				
$103,395.65 X20%X	100% Complete)	$20,679.13	$20,679.13	($0.00)
Design Development (15%)				
$103,395.65 X15%X	100% Complete)	$15,509.35	$15,509.35	($0.00)
Construction Documents (40%)				
$103,395.65 X40%X	100% Complete)	$41,358.26	$41,358.26	($0.00)
Bidding Phase (5%)				
$103,395.65 X5%X	100% Complete)	$5,169.78	$5,169.78	$0.00
Construction Phase (20%)				
$103,395.65 X20%X	50% Complete)	$10,339.56	$2,067.91	$8,271.65
		$93,056.08	$84,784.43	$8,271.65

ARCHITECTS
INTERIOR DESIGNERS
PLANNERS

3220 MARSHALL AVENUE
NORMAN, OK 73072
TEL: (405) 360-1300
FAX: (405) 360-1431

High School PE Gymnasium, District Re-Roof Projects
Construction Budget: $1,850,311
AIP FEE: @ 6% = $111,018.64

	ETD	PTD	DUE
Schematic Design (20%)			
$111,018.64 X20%X 100% Complete)	$22,203.73	$22,203.73	($0.00)
Design Development (15%)			
$111,018.64 X15%X 100% Complete)	$16,652.80	$16,652.80	($0.00)
Construction Documents (40%)			
$111,018.64 X40%X 100% Complete)	$44,407.46	$44,407.46	($0.00)
Bidding Phase (5%)			
$111,018.64 X5%X 100% Complete)	$5,550.93	$5,550.93	$0.00
Construction Phase (20%)			
$111,018.64 X20%X 50% Complete)	$11,101.86	$2,220.37	$8,881.49
	$99 916.78	$91,035.29	$8,881.49

REIMBURSABLES:			
Printing / Bid Documents:	$0.00	$0.00	$0.00
Printing / In house:	$0.00	$0.00	$0.00
Postage/FedX:	$0.00	$0.00	$0.00
Copies:	$0.00	$0.00	$0.00
Long Distance:	$0.00	$0.00	$0.00
State Fire Marshal Review:	$0.00	$0.00	$0.00
Mileage:	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00

TOTAL INVOICE **$36,803.73**

Sincerely,

James Howard, AIA, LEED-AP
Senior Associate

July 28, 2011

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ARCHITECTS IN PARTNERSHIP
A PROFESSIONAL CORP.

Kevin Hime, Superintendent
Clinton Public Schools
P.O. Box 729
Clinton , OK 73601-0729

RE: Statement No. 6: Clinton Middle School Auditorium Renovation
AIP Project # 1004D

Construction Budget: $400,000
AIP FEE: @ 8% = $32,000.00

	ETD	PTD	DUE
Schematic Design (20%)			
$32,000.00 X20%X 100% Complete)	$6,400.00	$6,400.00	$0.00
Design Development (15%)			
$32,000.00 X15%X 100% Complete)	$4,800.00	$4,800.00	$0.00
Construction Documents (40%)			
$32,000.00 X40%X 100% Complete)	$12,800.00	$12,160.00	$640.00
Bidding Phase (5%)			
$32,000.00 X5%X 95% Complete)	$1,520.00	$0.00	$1,520.00
Construction Phase (20%)			
$32,000.00 X20%X 0% Complete)	$0.00	$0.00	$0.00
	$25,520.00	$23,360.00	$2,160.00
REIMBURSABLES:			
Printing / Bid Documents:	$4,684.34	$4,684.34	$0.00
Printing / In house:	$2,694.20	$2,694.20	$0.00
Postage/FedX:	$1,021.04	$779.26	$241.78
Copies:	$278.49	$278.49	$0.00
Long Distance:	$280.38	$217.83	$62.55
State Fire Marshal Review:	$10 820.87	$10,820.87	$0.00
Mileage:	$2,379.84	$2,256.42	$123.42
	$22,159.16	$21,731.41	$427.75

TOTAL INVOICE **$2,587.75**

Sincerely,

James Howard, AIA, LEED-AP
Senior Associate

ARCHITECTS
INTERIOR DESIGNERS
PLANNERS

3220 MARSHALL AVENUE
NORMAN, OK 73072
TEL: (405) 360-1300
FAX: (405) 360-1431

EXHIBIT "D"

REQUISITION FOR PAYMENT
(Submit in Quadruplicate)

TO: BancFirst
Oklahoma City, Oklahoma

Please make the following payment from the Improvement Fund of Clinton Public Works Authority in your custody under Clinton Public Works Authority Series 2010 Bond Indenture, dated July 1, 2010:

Payee: Joe D. Hall, General Contractors

Address: P.O. Box 100 Elk City, OK 73648

Federal Tax ID # 73-1512380

Amount: $ 989,916.10

Purpose of Payment: Package B- Pay App#8 - 306,974.70
Package C- Pay App#3 - 682,941.40

It hereby is certified that the foregoing payment is for a purpose specified in Section 2 of Article II of said Indenture.

Please indicate on the accompanying copies of this Requisition the date of payment, etc., as provided below and return two copies to the Authority and one to the District.

INDEPENDENT SCHOOL DISTRICT NO. 99,
CUSTER COUNTY, OKLAHOMA

By: Ken - Interim

Requisition Paid: Date: 8-19-11

Balance in Payment Fund after payment: $ 3,779,564.63

AIA® Document G702™ – 1992

Application and Certificate for Payment

TO OWNER:	Clinton Public Schools Board of Education, ISD #99 P.O. Box 729 Clinton, OK. 73601-0729	**PROJECT:**	Clinton SW Elementary and H.S. Locker Room Addition-Package B Clinton, Oklahoma	**APPLICATION NO:** 007 **PERIOD TO:** June 13, 2011 **CONTRACT FOR:** General Construction	**Distribution to:** OWNER: X ARCHITECT: X
FROM CONTRACTOR:	Joe D. Hall General Contractors, LLC P.O. Box 100 Elk City, OK. 73648	**VIA ARCHITECT:**	Architects In Partnership, P.C. 3220 Marshall Avenue Norman, OK. 73072	**CONTRACT DATE:** September 29, 2010 **PROJECT NOS:** 1004B / n/a / n/a	CONTRACTOR: X FIELD: OTHER:

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		$ 4,719,358.00
2. NET CHANGE BY CHANGE ORDERS		$ -274,898.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 4,444,460.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 4,168,558.10
5. RETAINAGE:		
a. ____% of Completed Work (Column D + E on G703)	$ 0.00	
b. ____% of Stored Material (Column F on G703)	$ 0.00	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 316,042.80
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 3,852,515.30
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 3,545,540.60
8. CURRENT PAYMENT DUE		$ 306,974.70
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$ 591,944.70	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$ 0.00	$ 274,898.00
Total approved this Month	$ 0.00	$ 0.00
TOTALS	$ 0.00	$ 274,898.00
NET CHANGES by Change Order	$	-274,898.00

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: June 13, 2011

State of: Oklahoma

County of: Beckham

Subscribed and sworn to before me this 13 day of June, 2011

Notary Public: Patsy D. Fults

My Commission expires: July 08, 2014

PATSY D. FULTS NOTARY PUBLIC # 02010307 EXP. 07/08/14 IN AND FOR STATE OF OKLAHOMA BECKHAM COUNTY

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 ..... $ 306,974.70

(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: 6-22-11

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: (1731815767)

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: 007
APPLICATION DATE: 06/13/2011
PERIOD TO: 06/13/2011
ARCHITECT'S PROJECT NO: 1004B

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	200,000.00	164,118.00	20,492.00	0.00	184,610.00	92.31 %	15,390.00	0.00
1	Demo/Earthwork w/CO #1	137,225.00	127,265.00	9,960.00	0.00	137,225.00	100.00 %	0.00	13,722.50
2	Concrete w/CO #1	286,000.00	275,670.00	386.00	0.00	276,056.00	96.52 %	9,944.00	27,605.60
3	Masonry w/CO #1	464,400.00	464,400.00	0.00	0.00	464,400.00	100.00 %	0.00	46,440.00
4	Structural Steel (M) w/CO #1	182,627.00	182,627.00	0.00	0.00	182,627.00	100.00 %	0.00	0.00
5	Structural Steel Erection (L) w/CO #1	106,850.00	106,850.00	0.00	0.00	106,850.00	100.00 %	0.00	10,658.00
6	General Trades	76,800.00	36,850.00	16,480.00	0.00	53,330.00	69.44 %	23,470.00	0.00
7	Millwork	34,888.00	34,888.00	0.00	0.00	34,888.00	100.00 %	0.00	0.00
8	Gyp.Bd., Clg. Sys., Insul., Metal Frmg.	244,919.00	232,392.00	12,527.00	0.00	244,919.00	100.00 %	0.00	24,491.90
9	EIFS	2,152.00	2,152.00	0.00	0.00	2,152.00	100.00 %	0.00	215.20
10	Roofing	344,400.00	312,625.00	31,775.00	0.00	344,400.00	100.00 %	0.00	34,440.00
11	Joint Sealants	7,500.00	7,500.00	0.00	0.00	7,500.00	100.00 %	0.00	750.00
12	Finish Hardware	22,380.00	22,380.00	0.00	0.00	22,380.00	100.00 %	0.00	0.00
13	Alum. Ent., Glass & Glazing w/CO #1	146,301.00	130,536.00	12,765.00	0.00	143,301.00	97.95 %	3,000.00	14,330.10
14	Wood Doors	4,522.00	4,522.00	0.00	0.00	4,522.00	100.00 %	0.00	0.00
15	H.M. Doors/Frames	12,970.00	12,970.00	0.00	0.00	12,970.00	100.00 %	0.00	0.00
16	Painting w/CO #1	120,390.00	75,418.00	38,648.00	0.00	114,066.00	94.75 %	6,324.00	11,406.60
17	Carpet & Resilient	34,900.00	0.00	14,262.00	0.00	14,262.00	40.87 %	20,638.00	1,426.20

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User Notes: (1313495636)

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)
	Flooring								
18	Ceramic Tile	26,878.00	12,648.00	14,230.00	0.00	26,878.00	100.00 %	0.00	2,687.80
19	Toilet Accessories	4,873.00	4,873.00	0.00	0.00	4,873.00	100.00 %	0.00	0.00
20	Fire Fighting Equip.	1,407.00	1,407.00	0.00	0.00	1,407.00	100.00 %	0.00	0.00
21	Toilet Partitions	10,800.00	10,800.00	0.00	0.00	10,800.00	100.00 %	0.00	0.00
22 a,c	Expansion joints /Corner Guards	6,350.00	6,350.00	0.00	0.00	6,350.00	100.00 %	0.00	0.00
22 b	Visual Display / Tack Board w/CO #1	3,801.00	3,801.00	0.00	0.00	3,801.00	100.00 %	0.00	0.00
22 d	Signage	2,377.00	0.00	0.00	0.00	0.00	0.00 %	2,377.00	0.00
22 e	Vertical Blinds	3,730.00	0.00	0.00	0.00	0.00	0.00 %	3,730.00	0.00
24	Gym Equip w/CO #1	3,631.00	0.00	0.00	0.00	0.00	0.00 %	3,631.00	0.00
25	Coiling Cntr. Doors	2,103.00	0.00	0.00	0.00	0.00	0.00 %	2,103.00	0.00
26	Food Service Equipment w/CO #1	167,080.00	127,968.00	26,280.00	0.00	154,248.00	92.32 %	12,832.00	15,424.80
27	Plumbing w/CO #1	376,600.00	307,185.00	42,642.00	0.00	349,827.00	92.89 %	26,773.00	34,982.70
28	Fire Sprinkler System	51,280.00	44,360.00	3,420.00	0.00	47,780.00	93.17 %	3,500.00	4,778.00
29	HVAC w/CO #1	383,000.00	344,737.00	26,840.00	0.00	371,577.00	97.02 %	11,423.00	37,157.70
30	Electrical w/CO #1	349,700.00	317,795.00	22,162.00	0.00	339,957.00	97.21 %	9,743.00	33,995.70
31	Resinous Flooring	15,300.00	15,300.00	0.00	0.00	15,300.00	100.00 %	0.00	1,530.00
Budget	Budget Items	34,000.00	7,820.00	5,305.00	0.00	13,125.00	38.60 %	20,875.00	
	Bldrs.Risk/Liab./Bond	89,060.00	89,060.00	0.00	0.00	89,060.00	100.00 %	0.00	0.00
	Contingency 2%	79,224.00	0.00	0.00	0.00	0.00	0.00 %	79,224.00	0.00
	C.M. Fee 10%	404,042.00	348,726.70	29,817.40	0.00	378,544.10	93.69 %	25,497.90	0.00
	CO # 2	4,573.00	0.00	4,573.00	0.00	4,573.00	100.00 %	0.00	0.00
	GRAND TOTAL	$4,449,033.00	$3,835,993.70	$332,564.40	$0.00	$4,168,558.10	93.70 %	$280,474.90	$316,042.80

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User Notes: (1313495636)

SECTION 00230

INVOICE AFFIDAVIT

State of: Oklahoma)
)ss.
County of: Beckham)

P. O. No. _____

Invoice No. 7

Project: Clinton Public Schools 2010 Bond Projects
Amount $306,974.70

The undersigned Contractor, of lawful age, being duly sworn, an oath affirms that this invoice is true and correct and that (s)he is authorized to submit the invoice pursuant to the approved Contract. Affiant further states that the Work as shown by the invoice has been completed in accordance with the Contract Documents. Affiant further states that (s)he has made no payment, given or donated or agreed to pay, give or donate, either directly or indirectly, to any elected or appointed government or school district official or employee or representative, money or any other thing of value to obtain payment of the invoice or procure award of this Contract pursuant to which the invoice is submitted.

Joe D. Hall General Contractors, LLC
Company Name

_____ 6/13/2011
By **Date**

Kris Richardson, Project Manager
Title

Subscribed and sworn to before this 13th **day of** June **20**11.

Patsy D. Fults
Notary Public **(Seal)**

PATSY D. FULTS NOTARY PUBLIC # 02010307 EXP. 07/08/14 IN AND FOR BECKHAM COUNTY STATE OF OKLAHOMA

My Commission Expires: July 8, 2014

This form must be completed and submitted before any invoice can be processed for payment.

END OF SECTION

AIA® Document G702™ – 1992

Application and Certificate for Payment

TO OWNER:	Clinton Public Schools Board of Education, ISD #99 P.O. Box 729 Clinton, OK. 73601-0729	**PROJECT:**	Clinton Schools Package "C" Clinton, Oklahoma	**APPLICATION NO:** 003 **PERIOD TO:** June 13, 2011 **CONTRACT FOR:** General Construction **CONTRACT DATE:** February 22, 2011 **PROJECT NOS:** 1004C / n/a / n/a	**Distribution to:** OWNER: X ARCHITECT: X CONTRACTOR: X FIELD: OTHER:
FROM CONTRACTOR:	Joe D. Hall General Contractors, LLC P.O. Box 100 Elk City, OK. 73648	**VIA ARCHITECT:**	Architects In Partnership, P.C. 3220 Marshall Avenue Norman, OK. 73072		

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		$ 6,397,797.00
2. NET CHANGE BY CHANGE ORDERS		$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 6,397,797.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 1,922,550.30
5. RETAINAGE:		
a. ____% of Completed Work (Column D + E on G703)	$ 0.00	
b. ____% of Stored Material (Column F on G703)	$ 0.00	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 110,130.60
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 1,812,419.70
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 1,129,478.30
8. CURRENT PAYMENT DUE		$ 682,941.40
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$ 4,585,377.30	

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: June 13, 2011

State of: Oklahoma

County of: Beckham

Subscribed and sworn to before me this 13 day of June, 2011

Notary Public: Patsy D. Fults

My Commission expires: July 08, 2014

PATSY D. FULTS NOTARY PUBLIC # 02010307 EXP. 07/08/14 IN AND FOR STATE OF OKLAHOMA BECKHAM COUNTY

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 ..... $ 682,941.40

(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: 6-22-11

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:
(793270117)

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: 003
APPLICATION DATE: 06/13/2011
PERIOD TO: 06/13/2011
ARCHITECT'S PROJECT NO: 1004C

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	360,000.00	44,508.00	26,628.00	0.00	71,136.00	19.76 %	288,864.00	0.00
1	Site Demo & Earthwork	224,000.00	164,452.00	24,420.00	0.00	188,872.00	84.32 %	35,128.00	18,887.20
2	Concrete	460,086.00	266,300.00	110,628.00	0.00	376,928.00	81.93 %	83,158.00	37,692.80
3	Masonry	268,500.00	0.00	0.00	0.00	0.00	0.00 %	268,500.00	0.00
4	Structural Steel, Deck, Fabrication	215,500.00	74,680.00	140,820.00	0.00	215,500.00	100.00 %	0.00	0.00
5,27	Structural Steel & Metal Bldg. Erection	130,000.00	0.00	52,480.00	0.00	52,480.00	40.37 %	77,520.00	5,248.00
6	General Trades	196,000.00	0.00	12,640.00	0.00	12,640.00	6.45 %	183,360.00	0.00
7	Millwork	55,150.00	0.00	0.00	0.00	0.00	0.00 %	55,150.00	0.00
8	Gyp. Bd., Clg. Syst., Insul., Metal Framing	431,940.00	26,880.00	0.00	0.00	26,880.00	6.22 %	405,060.00	2,688.00
9	EIFS	39,450.00	0.00	0.00	0.00	0.00	0.00 %	39,450.00	0.00
10	Roofing	685,300.00	154,628.00	0.00	0.00	154,628.00	22.56 %	530,672.00	15,462.80
11	Joint Sealants	8,620.00	0.00	0.00	0.00	0.00	0.00 %	8,620.00	0.00
12	Finish Hardware	40,200.00	0.00	0.00	0.00	0.00	0.00 %	40,200.00	0.00
13	Alum. Entrance, Glass & Glazing	195,000.00	38,952.00	0.00	0.00	38,952.00	19.98 %	156,048.00	3,895.20
14	Wood Doors	31,938.00	0.00	0.00	0.00	0.00	0.00 %	31,938.00	0.00
15	H.M. Doors/Frames	26,480.00	0.00	0.00	0.00	0.00	0.00 %	26,480.00	0.00
16	Painting	160,000.00	0.00	0.00	0.00	0.00	0.00 %	160,000.00	0.00
17	Carpet & Resilient	42,700.00	0.00	0.00	0.00	0.00	0.00 %	42,700.00	0.00

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User Notes: (1915710838)

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)
	Flooring								
18	Ceramic Tile	53,900.00	0.00	0.00	0.00	0.00	0.00 %	53,900.00	0.00
19	Toilet Accessories	7,428.00	0.00	0.00	0.00	0.00	0.00 %	7,428.00	0.00
20	Fire Fighting Equip.	2,470.00	0.00	0.00	0.00	0.00	0.00 %	2,470.00	0.00
21	Toilet Partitions	17,079.00	0.00	0.00	0.00	0.00	0.00 %	17,079.00	0.00
22A	Expansion Joints & Corner Guards	2,110.00	0.00	0.00	0.00	0.00	0.00 %	2,110.00	0.00
22B	Visual Display & Tackboards	6,718.00	0.00	0.00	0.00	0.00	0.00 %	6,718.00	0.00
22C	Corner Guards	2,274.00	0.00	0.00	0.00	0.00	0.00 %	2,274.00	0.00
22D	Signage	11,610.00	0.00	0.00	0.00	0.00	0.00 %	11,610.00	0.00
22E	Vertical Blinds	4,570.00	0.00	0.00	0.00	0.00	0.00 %	4,570.00	0.00
23	Wood Athletic Flooring	66,800.00	0.00	0.00	0.00	0.00	0.00 %	66,800.00	0.00
24	Gymnasium Equip.	41,100.00	0.00	0.00	0.00	0.00	0.00 %	41,100.00	0.00
25	Operable Wall Partition	5,335.00	0.00	0.00	0.00	0.00	0.00 %	5,335.00	0.00
26	P.E. Metal Bldg. & Insulation	164,680.00	0.00	164,680.00	0.00	164,680.00	100.00 %	0.00	0.00
28	Plumbing	443,886.00	90,898.00	42,600.00	0.00	133,498.00	30.07 %	310,388.00	13,349.80
29	Fire Supp. System	68,410.00	4,000.00	0.00	0.00	4,000.00	5.85 %	64,410.00	400.00
30	HVAC	521,920.00	0.00	0.00	0.00	0.00	0.00 %	521,920.00	0.00
31	Electrical	473,547.00	76,828.00	48,240.00	0.00	125,068.00	26.41 %	348,479.00	12,506.80
	Budget Items	85,000.00	7,050.00	23,026.00	0.00	30,076.00	35.38 %	54,924.00	0.00
	Plan Printing & Distribution	24,234.00	24,234.00	0.00	0.00	24,234.00	100.00 %	0.00	0.00
	Bldr.Risk, Liab., Bond	128,201.00	128,201.00	0.00	0.00	128,201.00	100.00 %	0.00	0.00
	Project Contingency	114,043.00	0.00	0.00	0.00	0.00	0.00 %	114,043.00	0.00
	C.M. Fee 10%	581,618.00	110,161.10	64,616.20	0.00	174,777.30	30.05 %	406,840.70	0.00

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User Notes: (1915710838)

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		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)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	GRAND TOTAL	$6,397,797.00	$1,211,772.10	$710,778.20	$0.00	$1,922,550.30	30.05 %	$4,475,246.70	$110,130.60

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User Notes: (1915710838)

SECTION 00230

INVOICE AFFIDAVIT

State of: Oklahoma)

)ss.

County of: Beckham)

P. O. No. _____

Invoice No. 3

Project: Clinton Public Schools 2010 Bond Projects
Amount $682,941.40

The undersigned Contractor, of lawful age, being duly sworn, an oath affirms that this invoice is true and correct and that (s)he is authorized to submit the Invoice pursuant to the approved Contract. Affiant further states that the Work as shown by the invoice has been completed in accordance with the Contract Documents. Affiant further states that (s)he has made no payment, given or donated or agreed to pay, give or donate, either directly or indirectly, to any elected or appointed government or school district official or employee or representative, money or any other thing of value to obtain payment of the invoice or procure award of this Contract pursuant to which the invoice is submitted.

Joe D. Hall General Contractors, LLC

Company Name

_____ 6/13/2011

By **Date**

Kris Richardson, Project Manager

Title

Subscribed and sworn to before this 13th **day of** June **20**11.

Patsy D. Fults

Notary Public **(Seal)**

PATSY D. FULTS NOTARY PUBLIC # 03010307 EXP. 07/08/14 IN AND FOR STATE OF OKLAHOMA BECKHAM COUNTY

My Commission Expires: July 8, 2014

This form must be completed and submitted before any Invoice can be processed for payment.

END OF SECTION

EXHIBIT "D"

REQUISITION FOR PAYMENT
(Submit in Quadruplicate)

TO: BancFirst
Oklahoma City, Oklahoma

Please make the following payment from the Improvement Fund of Clinton Public Works Authority in your custody under Clinton Public Works Authority Series 2010 Bond Indenture, dated July 1, 2010:

Payee: Joe D. Hall, General Contractors

Address: P.O. Box 100 Elk City, OK 73648

Federal Tax ID # 73-1512380

Amount: $ 678,691.30

Purpose of Payment: Package C - App #4 to July 22.2011
Project # 1004C

It hereby is certified that the foregoing payment is for a purpose specified in Section 2 of Article II of said Indenture.

Please indicate on the accompanying copies of this Requisition the date of payment, etc., as provided below and return two copies to the Authority and one to the District.

INDEPENDENT SCHOOL DISTRICT NO. 99,
CUSTER COUNTY, OKLAHOMA

By: _____

Requisition Paid: Date: 8-19-11

Balance in Payment Fund after payment: $ _____

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CLINTON ADMIN
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08/17/2011 WED 15:41 [TX/RX NO 59391 010

AIA® Document G702™ – 1992

Application and Certificate for Payment

TO OWNER:	Clinton Public Schools Board of Education, ISD #99 P.O. Box 729 Clinton, OK. 73601-0729	**PROJECT:**	Clinton Schools Package "C" Clinton, Oklahoma	**APPLICATION NO:** 004 **PERIOD TO:** July 22, 2011	**Distribution to:** OWNER: X
FROM CONTRACTOR:	Joe D. Hall General Contractors, LLC P.O. Box 100 Elk City, OK. 73648	**VIA ARCHITECT:**	Architects In Partnership, P.C. 3220 Marshall Avenue Norman, OK. 73072	**CONTRACT FOR:** General Construction **CONTRACT DATE:** February 22, 2011 **PROJECT NOS:** 1004C / n/a / n/a	ARCHITECT: X CONTRACTOR: X FIELD: OTHER:

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		$ 6,397,797.00
2. NET CHANGE BY CHANGE ORDERS		$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 6,397,797.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 2,654,784.00
5. RETAINAGE:		
a. ____% of Completed Work (Column D + E on G703)	$ 0.00	
b. ____% of Stored Material (Column F on G703)	$ 0.00	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 163,673.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 2,491,111.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 1,812,419.70
8. CURRENT PAYMENT DUE		$ 678,691.30
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$ 3,906,686.00	

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: July 22, 2011

State of: Oklahoma

County of: Beckham

Subscribed and sworn to before me this 22 day of July, 2011

Notary Public: Patsy D. Fults

My Commission expires: July 08, 2014

PATSY D. FULTS NOTARY PUBLIC # 02010907 EXP. 07/08/14 IN AND FOR STATE OF OKLAHOMA BECKHAM COUNTY

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 ..... $ 678,691.30

(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: Matt Dixon Date: 8-10-11

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: (1093756742)

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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: 004
APPLICATION DATE: 07/22/2011
PERIOD TO: 07/22/2011
ARCHITECT'S PROJECT NO: 1004C

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	360,000.00	71,136.00	34,058.00	0.00	105,194.00	29.22 %	254,806.00	0.00
1	Site Demo & Earthwork	224,000.00	188,872.00	25,468.00	0.00	214,340.00	95.69 %	9,660.00	21,434.00
2	Concrete	460,086.00	376,928.00	48,780.00	0.00	425,708.00	92.53 %	34,378.00	42,570.80
3	Masonry	268,500.00	0.00	38,642.00	0.00	38,642.00	14.39 %	229,858.00	3,864.20
4	Structural Steel, Deck, Fabrication	215,500.00	215,500.00	0.00	0.00	215,500.00	100.00 %	0.00	0.00
5,27	Structural Steel & Metal Bldg. Erection	130,000.00	52,480.00	28,642.00	0.00	81,122.00	62.40 %	48,878.00	8,112.20
6	General Trades	196,000.00	12,640.00	16,648.00	0.00	29,288.00	14.94 %	166,712.00	0.00
7	Millwork	55,150.00	0.00	0.00	0.00	0.00	0.00 %	55,150.00	0.00
8	Gyp. Bd., Clg. Syst., Insul., Metal Framing	431,940.00	26,880.00	162,480.00	0.00	189,360.00	43.84 %	242,580.00	18,936.00
9	EIFS	39,450.00	0.00	0.00	0.00	0.00	0.00 %	39,450.00	0.00
10	Roofing	685,300.00	154,628.00	0.00	0.00	154,628.00	22.56 %	530,672.00	15,462.80
11	Joint Sealants	8,620.00	0.00	0.00	0.00	0.00	0.00 %	8,620.00	0.00
12	Finish Hardware	40,200.00	0.00	0.00	0.00	0.00	0.00 %	40,200.00	0.00
13	Alum. Entrance, Glass & Glazing	195,000.00	38,952.00	16,862.00	0.00	55,814.00	28.62 %	139,186.00	5,581.40
14	Wood Doors	31,938.00	0.00	0.00	0.00	0.00	0.00 %	31,938.00	0.00
15	H.M. Doors/Frames	26,480.00	0.00	26,480.00	0.00	26,480.00	100.00 %	0.00	0.00
16	Painting	160,000.00	0.00	0.00	0.00	0.00	0.00 %	160,000.00	0.00
17	Carpet & Resilient	42,700.00	0.00	0.00	0.00	0.00	0.00 %	42,700.00	0.00

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User Notes: (1148472141)

08/17/2011 WED 15:41 [TX/RX NO 59391 ☑012

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)
	Flooring								
18	Ceramic Tile	53,900.00	0.00	0.00	0.00	0.00	0.00 %	53,900.00	0.00
19	Toilet Accessories	7,428.00	0.00	0.00	0.00	0.00	0.00 %	7,428.00	0.00
20	Fire Fighting Equip.	2,470.00	0.00	0.00	0.00	0.00	0.00 %	2,470.00	0.00
21	Toilet Partitions	17,079.00	0.00	0.00	0.00	0.00	0.00 %	17,079.00	0.00
22A	Expansion Joints & Corner Guards	2,110.00	0.00	0.00	0.00	0.00	0.00 %	2,110.00	0.00
22B	Visual Display & Tackboards	6,718.00	0.00	0.00	0.00	0.00	0.00 %	6,718.00	0.00
22C	Corner Guards	2,274.00	0.00	0.00	0.00	0.00	0.00 %	2,274.00	0.00
22D	Signage	11,610.00	0.00	0.00	0.00	0.00	0.00 %	11,610.00	0.00
22E	Vertical Blinds	4,570.00	0.00	0.00	0.00	0.00	0.00 %	4,570.00	0.00
23	Wood Athletic Flooring	66,800.00	0.00	0.00	0.00	0.00	0.00 %	66,800.00	0.00
24	Gymnasium Equip.	41,100.00	0.00	0.00	0.00	0.00	0.00 %	41,100.00	0.00
25	Operable Wall Partition	5,335.00	0.00	0.00	0.00	0.00	0.00 %	5,335.00	0.00
26	P.E. Metal Bldg. & Insulation	164,680.00	164,680.00	0.00	0.00	164,680.00	100.00 %	0.00	0.00
28	Plumbing	443,886.00	133,498.00	68,408.00	0.00	201,906.00	45.49 %	241,980.00	20,190.60
29	Fire Supp. System	68,410.00	4,000.00	5,200.00	0.00	9,200.00	13.45 %	59,210.00	920.00
30	HVAC	521,920.00	0.00	12,262.00	0.00	12,262.00	2.35 %	509,658.00	1,226.20
31	Electrical	473,547.00	125,068.00	128,680.00	0.00	253,748.00	53.58 %	219,799.00	25,374.80
	Budget Items	85,000.00	30,076.00	6,577.00	0.00	36,653.00	43.12 %	48,347.00	0.00
	Plan Printing & Distribution	24,234.00	24,234.00	0.00	0.00	24,234.00	100.00 %	0.00	0.00
	Bldr.Risk, Liab., Bond	128,201.00	128,201.00	0.00	0.00	128,201.00	100.00 %	0.00	0.00
	Project Contingency	114,043.00	0.00	46,480.00	0.00	46,480.00	40.76 %	67,563.00	0.00
	C.M. Fee 10%	581,618.00	174,777.30	66,566.70	0.00	241,344.00	41.50 %	340,274.00	0.00

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User Notes: (1148472141)

CLINTON ADMIN 5803231804
08/17/2011 15:15

PAGE 13/19
CLINTON ADMIN
08/17/2011 15:15 5803231804
08/17/2011 WED 15:41 [TX/RX NO 5939] 013

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)
	GRAND TOTAL	$6,397,797.00	$1,922,550.30	$732,233.70	$0.00	$2,654,784.00	41.50 %	$3,743,013.00	$163,673.00

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User Notes: (1148472141)

SECTION 00230

INVOICE AFFIDAVIT

State of: Oklahoma)
)ss.
County of: Beckham)

P. O. No. _____

Invoice No. 4

Project: Clinton Public Schools 2010 Bond Projects
Amount $678,691.30

The undersigned Contractor, of lawful age, being duly sworn, an oath affirms that this invoice is true and correct and that (s)he is authorized to submit the invoice pursuant to the approved Contract. Affiant further states that the Work as shown by the invoice has been completed in accordance with the Contract Documents. Affiant further states that (s)he has made no payment, given or donated or agreed to pay, give or donate, either directly or indirectly, to any elected or appointed government or school district official or employee or representative, money or any other thing of value to obtain payment of the invoice or procure award of this Contract pursuant to which the invoice is submitted.

Joe D. Hall General Contractors, LLC
Company Name

By

7-22-2011
Date

Kris Richardson, Project Manager
Title

Subscribed and sworn to before this 22 **day of** July **20**11.

Patsy D. Fults
Notary Public **(Seal)**

PATSY D. FULTS NOTARY PUBLIC # 02010307 EXP. 07/08/14 IN AND FOR STATE OF OKLAHOMA BECKHAM COUNTY

My Commission Expires: July 8, 2014

This form must be completed and submitted before any invoice can be processed for payment.

END OF SECTION

PUBLIC NOTICE OF A REGULAR MEETING
OF THE CITY COUNCIL
TUESDAY, SEPTEMBER 6, 2011 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Meeting status: Completed

1. Call to Order

2. Opening Prayer Dave Gerbrandt , First Mennonite Church

3. Consent Agenda

    A. Consider Approval of Minutes on August 16, 2011

    B. Consider Claims

4. Action Items:

    A. Consider Agreement with AARP

    B. Consider Condemnation of Property at:
    a) 527 South 13 th - Owner: Bruce Metheny
    b) 711 Opal – Owner: Patsy Jean Rhodes

    C. 1420 Dunn- Owner: Frank Sambrano & Yanet Rodriquez

    D. Consider Architect Contract with GLMV regarding Police Facility

    E. Consider Architect Contract with GLMV regarding Fire Station

    F. Consider and Discuss the purchase or appraisal of real property including an Executive Session as authorized by 25 O.S. ss 307B(3)

5. City Manager's Report

    A. Sales Tax Update

6. Audience Participation

7. Adjournment

Filed this 1st Day of September, 2011. Posted on the bulletin board in the lobby of the Clinton City Hall on September 1 , 2011 at 2:45 p.m.

_____

Not recorded

RM081611

MINUTES OF THE CLINTON CITY COUNCIL
AUGUST 16, 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, August 16, 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 August 12, 2011.

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

MAYOR: Allen Bryson
COUNCIL: Don Rodolph, Bob Marcy, Phyllis Smith, Steve Jones
CITY MANAGER: Steve Hewitt
CITY CLERK: Lisa Anders
CITY TREASURER: Debra Blanchard
DEPUTY CITY CLERK: Rhonda Williams
CITY ATTORNEY: Ryan Meacham
NEWS MEDIA: Gerald Green and Mike Smith
OTHERS: David Crabtree, Jason Hulin, Rusty Whisenhunt, Gene McCullough, Wade Anders, Bobby Hoffman, Brian & Landon Aneshansley, Daniel Koscheski, Jeff & Caleb Blanchard, Braydon Boyles, Bryler Atchley, Ben Brewer, Johnny Redd and others.

Jason Hulin 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 August 2, 2011

Moved by Councilwoman Smith and seconded by Councilman Marcy, that Consent Agenda Item No. 3 (a) be approved.

Mayor put the motion to a roll call vote:

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

Mayor declared the motion carried.

AGENDA ITEM NO. 4 ACTION ITEMS

4A. CONSIDER INTERLOCAL AGREEMENT WITH OKLAHOMA DEPARTMENT OF TRANSPORTATION

City Manager Steve Hewitt explained that the annual Interlocal agreement for $50,000 for maintenance to Gary Boulevard has been submitted by the Oklahoma Department of Transportation. He said this is handled as a reimbursement to the City by ODOT.

Motion was made by Councilwoman Smith and seconded by Councilman Marcy to approve the Interlocal Agreement with Oklahoma Department of Transportation for maintenance to Gary Boulevard in the amount of $50,000.00.

Mayor put the motion to a roll call vote;

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

Mayor declared the motion carried.

4B. CONSIDER RECOMMENDATION FOR MOVING FORWARD WITH NEGOTIATIONS FOR AN ARCHITECT FOR THE REHAB OF THE CLINTON POLICE DEPARTMENT FACILITIES AND THE CONSTRUCTION OF A NEW CLINTON FIRE STATION

City Manager Steve Hewitt said several interview were conducted by the Fire Chief, Police Chief and City Manager with potential architects for the police and fire station construction projects. The recommendation of GLMV was presented and request authorization to move forward with negotiating a contract with the firm.

Jeff Weilford of GLMV presented a power-point presentation introducing the firm and explaining projects they have completed. He explained that PEC would be the engineer's consultant and said they have been working together for many years.

Councilman Marcy asked what the timeframe for construction would be following the completion of a contract.

Weilford said they would begin on the Police Station first. He said he wanted to have the Fire Department involved in the design. He said once a contract is confirmed, it would be one to two weeks to begin on the Police Station.

Councilman Rodolph recommended the City Manager negotiate a contract with GLMV and bring it back to Council for review.

Motion was made by Councilman Rodolph and seconded by Councilman Marcy to instruct the City Manager to negotiate a contract with GLMV as architect for the rehab of the Police Station and construction of a new Fire Station and bring the contract back to Council at the next meeting.

Mayor put the motion to a roll call vote:

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

Mayor declared the motion carried.

4C. CONSIDER APPLICATION #4 FOR PAYMENT TO JOE D HALL GENERAL CONTRACTOR, LLC FOR THE CITY HALL ROOF AND WINDOW PROJECT

City Manager Steve Hewitt reported that the roof and window project at City Hall is close to completion. He said a few things remain and a punch list has been prepared by the architect. He said Joe D. Hall would be at the next meeting for the completion of the project.

Motion was made by Councilwoman Smith and seconded by Councilman Marcy to approve Application #4 for payment to Joe D. Hall for the City Hall Roof and Window project.

Mayor put the motion to a roll call vote:

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

Mayor declared the motion carried.

4D. CONSIDER AND DISCUSS THE PURCHASE OR APPRAISAL OF REAL PROPERTY INCLUDING AN EXECUTIVE SESSION AS AUTHORIZED BY 25 O.S. ss 307B(3)

Motion was made by Councilman Rodolph and seconded by Councilman Jones to go into executive session and invite the City Manager to the meeting.

Mayor put the motion to a roll call vote:

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

Mayor declared the meeting in executive session at 6:20 p.m.

RECONVENE IN REGULAR SESSION

Motion was made by Councilman Rodolph and seconded by Councilman Jones to reconvene in regular session.

Mayor put the motion to a roll call vote:

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

Mayor declared the meeting in regular session at 6:40 P.M.

Mayor Bryson reported no action taken.

5. CITY MANAGER'S REPORT

City Manager Steve Hewitt reported that the City Hall Roof and Window project is 99% complete and is within budget. He said it should be completed within the next two weeks.

City Manager Hewitt said a street plan is being compiled and will be presented to Council within a month.

Councilman Jones asked about the area around Southwest Elementary that had been omitted during the last street overlay project.

Councilwoman Smith asked that the crosswalk be repainted at Eastside Academy. She also asked if signage could be looked at.

6. AUDIENCE PARTICIPATION

None

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 6:45 P.M.

PACKET: 04926 8-10-11
VENDOR SET: 01
FUND : 999 POOLED CASH
DEPARTMENT: N/A NON-DEPARTMENTAL BANK: FNBPY
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00500	DELTA DENTAL PLAN OF OK					
		I-AUG 11	999-2655	OTHER INSURAN DENTAL INSURANCE PREMIUMS	000000	556.04
		I-IC27A/11	999-2654	DENTAL INSURA 2014 - DENTAL INSURANCE	000000	678.61
		I-IC27B/11	999-2654	DENTAL INSURA 2014 - DENTAL INSURANCE	000000	608.45
		I-IC87B/11	999-2655	OTHER INSURAN 2014	000000	26.98
		I-IN97A/11	999-2655	OTHER INSURAN DENTAL INSURANCE ANDERS	000000	17.54
		I-IN97B/11	999-2655	OTHER INSURAN DENTAL INSURANCE ANDERS	000000	17.54
01-01675	OK MUN RETIREMENT FUND					
		I-OMR7A/11	999-2640	OMRF PAYABLE CLINTON 014,DB, PLAN AAA	000000	4,317.96
		I-OMR7B/11	999-2640	OMRF PAYABLE CLINTON 014,DB, PLAN AAA	000000	4,053.26
		I-OMR7C/11	999-2640	OMRF PAYABLE CLINTON 014,DB, PLAN AAA	000000	4,235.52
		I-OMV7A/11	999-2640	OMRF PAYABLE CLINTON DC PLAN	000000	437.82
		I-OMV7B/11	999-2640	OMRF PAYABLE CLINTON DC PLAN	000000	437.82
		I-OMV7C/11	999-2640	OMRF PAYABLE CLINTON DC PLAN	000000	453.33
01-06360	CLINTON UNITED FUND					
		I-CUF7A/11	999-2658	CLINTON UNITE CLINTON UNITED FUND	000000	33.62
		I-CUF7B/11	999-2658	CLINTON UNITE CLINTON UNITED FUND	000000	33.62
		I-CUF7C/11	999-2658	CLINTON UNITE CLINTON UNITED FUND	000000	33.62
01-09595	OMRF CMO PLAN					
		I-CM27A/11	999-2640	OMRF PAYABLE CITY MANAGER PENSION	000000	41.47
		I-CM27B/11	999-2640	OMRF PAYABLE CITY MANAGER PENSION	000000	37.56
		I-CM27C/11	999-2640	OMRF PAYABLE CITY MANAGER PENSION	000000	37.65
01-10105	NATIONAL TEACHER ASSOC					
		I-IC47A/11	999-2655	OTHER INSURAN NTA DEDUCTION	000000	9.98
		I-IC47B/11	999-2655	OTHER INSURAN NTA DEDUCTION	000000	9.98
		I-IN47A/11	999-2655	OTHER INSURAN NTA DEDUCTION	000000	7.73
		I-IN47B/11	999-2655	OTHER INSURAN NTA DEDUCTION	000000	7.73
01-10110	AFLAC					
		I-IC57A/11	999-2655	OTHER INSURAN AFLAC DEDUCTION	000000	157.21
		I-IC57B/11	999-2655	OTHER INSURAN AFLAC DEDUCTION	000000	157.21
		I-IN57A/11	999-2655	OTHER INSURAN AFLAC DEDUCTION	000000	173.50
		I-IN57B/11	999-2655	OTHER INSURAN AFLAC DEDUCTION	000000	182.35
01-10725	PRUDENTIAL INSURANCE CO					
		I-AUG 11	999-2652	LIFE INSURANC LIFE INSURANCE PREMIUMS	000000	76.86
		I-LIF7A/11	999-2652	LIFE INSURANC OPT LIFE CONTROL 02891	000000	551.96
		I-LIF7B/11	999-2652	LIFE INSURANC OPT LIFE CONTROL 02891	000000	511.83
		I-LIF7C/11	999-2652	LIFE INSURANC OPT LIFE CONTROL 02891	000000	142.00
01-10745	BLUE CROSS & BLUE SHIEL					
		I-AUG 11	999-2650	HEALTH INSURA HEALTH INSURANCE PREMIUMS	000000	5,412.00
		I-IC17A/11	999-2650	HEALTH INSURA CITY OF CLINTON, OKLAHOMA	000000	3,367.13
		I-IC17B/11	999-2650	HEALTH INSURA CITY OF CLINTON, OKLAHOMA	000000	3,000.25

PACKET: 04926 8-10-11
VENDOR SET: 01
FUND : 999 POOLED CASH
DEPARTMENT: N/A NON-DEPARTMENTAL
BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBPY

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-15575	VISION SERVICE PLAN OF					
		I-AUG 11	999-2653	VISION INSURA VISION SERVICE PLAN OF OKLAHOM	000000	60.82
		I-VIS7A/11	999-2653	VISION INSURA CITY OF CLINTON OKLAHOMA	000000	168.03
		I-VIS7B/11	999-2653	VISION INSURA CITY OF CLINTON OKLAHOMA	000000	113.67
01-15590	AFLAC - CARD FEES					
		I-AFC7A/11	999-2657	AFLAC - CARD ALFAC - CARD FEE	000000	21.00
		I-AFC7B/11	999-2657	AFLAC - CARD ALFAC - CARD FEE	000000	18.00

DEPARTMENT NON-DEPARTMENTAL TOTAL: 30,207.65

FUND 999 POOLED CASH TOTAL: 30,207.65

REPORT GRAND TOTAL: 102,859.46

VENDOR SET: 01 CITY OF CLINTON ITEMS PRINTED: PAID, UNPAID
PACKET: 04935 8/12/11
FUND : 100 GENERAL FUND
DEPARTMENT: N/A NON-DEPARTMENTAL BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK#	AMOUNT
01-04550	C.L.E.E.T.	I-JULY 2011	100-2600		JULY 2011 PENALTY FEES	067884	860.24
01-09370	O.S.B.I.	I-JULY 2011	100-2600		JULY 2011 FORENSIC /AFIS FEES	067885	931.26
				DEPARTMENT 0000	NON-DEPARTMENTAL TOTAL:		1,791.50
				FUND 100	GENERAL FUND TOTAL:		1,791.50
					REPORT GRA TOTAL:		1,791.50

PACKET: 04938 8/15/11
VENDOR SET: 01
FUND : 100 GENERAL FUND
DEPARTMENT: N/A NON-DEPARTMENTAL BANK: FNBAP
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-14985	OK UNIFORM BUILDING COD					
		I-JULY 2011	100-2601	DUE TO STATE- FEES COLLECTED JULY 2011	067910	172.00
				DEPARTMENT NON-DEPARTMENTAL TOTAL:		172.00
01-13175	FLEETCOR DBA/FUELMAN					
		I-NP30890413	100-40100-2650	CONTRIBUTION FUEL USE	067901	475.34
		I-NP30890413	100-40100-2650	CONTRIBUTION FUEL USE	067901	0.00
				DEPARTMENT 0100 GOVERNING BOARD TOTAL:		475.34
01-01925	AT&T					
		I-JULY-11	100-40200-2005	TELEPHONE TELEPHONE SERVICE	067889	30.54
01-13175	FLEETCOR DBA/FUELMAN					
		I-NP30890413	100-40200-2425	FUEL, OIL, ET FUEL USE	067901	39.22
01-15160	CELLULAR ONE					
		I-8-15-11	100-40200-2005	TELEPHONE ON CALL PHONES	067893	37.31
				DEPARTMENT 0200 ADMINISTRATION TOTAL:		45.99
01-01925	AT&T					
		I-JULY-11	100-40300-2005	TELEPHONE TELEPHONE SERVICE	067889	207.07
01-11290	CSG SYSTEMS, INC DBA/DA					
		I-73945	100-40300-2120	CONTRACTUAL S JULY 2011 BILLING/LATE NOTICES	067897	2,650.66
				DEPARTMENT 0300 FINANCE TOTAL:		2,857.73
01-01925	AT&T					
		I-JULY-11	100-40400-2005	TELEPHONE TELEPHONE SERVICE	067889	30.37
				DEPARTMENT 0400 LEGAL AND COURTS TOTAL:		30.37
01-00615	DEPT OF PUBLIC SAFETY					
		I-AUG-11	100-40501-2110	RENTAL CHARGE LEASE OLET/EQUIP SYSTEM	067898	350.00
01-01925	AT&T					
		I-JULY-11	100-40501-2005	TELEPHONE TELEPHONE SERVICE	067889	375.16
01-13175	FLEETCOR DBA/FUELMAN					
		I-NP30890413	100-40501-2425	FUEL, OIL, ET FUEL USE	067901	133.06

VENDOR SET: 01 CITY OF CLINTON ITEMS PRINTED: PAID, UNPAID
PACKET: 04921 8-2-11
FUND : 100 GENERAL FUND
DEPARTMENT: N/A NON-DEPARTMENTAL BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK#	AMOUNT
01-15585	CITY OF CLINTON-FSA	I-8-2-11	100-1400		DEPOSIT TO COVER FLEX CLAIMS		1,000.00
				DEPARTMENT 0000	NON-DEPARTMENTAL	TOTAL:	1,000.00
				FUND 100	GENERAL FUND	TOTAL:	1,000.00
					REPORT GRA	TOTAL:	1,000.00

PACKET: 04967 8/31/2011
VENDOR SET: 01
FUND : 100 GENERAL FUND
DEPARTMENT: N/A NON-DEPARTMENTAL
BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1	MISCELLANEOUS VENDOR					
	ELIBETH SANCHEZ	I-8-11-11	100-500-54030	ACME MEMBERSH ELIBETH SANCHEZ: REFUND ACME	000000	92.00
	DIABETES WELLNESS	I-8-9-11	100-500-54010	SWIMMING POOL DIABETES WELLNESS PROGRAM:	000000	150.00
	JASON BENGS	I-8/9/11	100-500-54010	SWIMMING POOL JASON BENGS:REFUND POOL DEP.	000000	50.00
				DEPARTMENT NON-DEPARTMENTAL TOTAL:		292.00
01-00240	CHAMBER OF COMMERCE					
		I-6096	100-40100-2630	COMMUNITY PRO TABLE SPONSOR - BANQUET	000000	450.00
01-00320	CLINTON DAILY NEWS					
		I-LN#21526	100-40100-2025	LEGAL PUBLICA ORD # 935 WATER RESTRICTIONS	000000	224.05
01-02740	RANDOLPH S MEACHAM, P.C					
		I-33512	100-40100-2085	PROFESSIONAL PHONE CONF/LAND AQUIS/PD/WTR	000000	620.84
01-05630	ACTION ASSOCIATES INC					
		I-7-5-11	100-40100-2650	CONTRIBUTION CONT. OTHER AGENCY 2011/2012	000000	16,000.00
01-12095	ASCAP					
		I-500612722	100-40100-2605	DUES, SUBSCRI LICENSE FEE 1/11 TO 9/14	000000	311.84
01-14840	PZ SOLUTIONS, LLC					
		I-88774	100-40100-2635	OTHER MISCELL STAFF SHIRTS	000000	517.00
01-15330	RS MEACHAM CPA'S					
		I-2316	100-40100-2095	FINANCIAL AUD FIN. CONS. AUDIT FEE	000000	5,460.00
				DEPARTMENT 0100 GOVERNING BOARD TOTAL:		23,583.73
01-00320	CLINTON DAILY NEWS					
		I-8-11-11	100-40200-2025	LEGAL PUBLICA CLASS AD PARKS LABORER	000000	79.30
		I-8-16-11	100-40200-2025	LEGAL PUBLICA CLASS AD CUSTODIAN ABP/SR BLDG	000000	84.25
01-00380	CITY MGMT ASSOC OF OKLA					
		I-1973	100-40200-2610	CONFERENCES, CMAO SUMMER CONF	000000	150.00
01-00765	VIC FEY M.D.					
		I-7-20-11	100-40200-2616	EMPLOYEE HEAL PHYS. WEBB/HOLLAND/CRITES	000000	299.97
		I-7-29-11	100-40200-2616	EMPLOYEE HEAL PHYS/DRG SCRN - NEUGEBAUER	000000	99.99
		I-8-1-11	100-40200-2616	EMPLOYEE HEAL PHYS/DRG SCRN - ROBERTSON	000000	99.99
		I-FRANSEN	100-40200-2616	EMPLOYEE HEAL PRE PHYSICAL	000000	49.99
		I-GREENE 6/30/11	100-40200-2616	EMPLOYEE HEAL DRG SCRN/PHYS GREENE	000000	99.99
		I-JEFFERSON 8/4	100-40200-2616	EMPLOYEE HEAL PRE PHYS/DRG SCRN	000000	49.99
		I-MCCULLOUGH	100-40200-2616	EMPLOYEE HEAL PRE PHYSICAL	000000	49.99
		I-MELTON 8/2	100-40200-2616	EMPLOYEE HEAL PRE PHYSICAL/DRG SCRN	000000	49.99
		I-O'NEAL	100-40200-2616	EMPLOYEE HEAL PRE PHYSICAL	000000	49.99

PACKET: 04926 8-10-11
VENDOR SET: 01
FUND : 100 GENERAL FUND
DEPARTMENT: 0200 ADMINISTRATION BANK: FNBPY
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00500	DELTA DENTAL PLAN OF OK					
		I-AUG 11	100-40200-1045	DENTAL INSURA DENTAL INSURANCE PREMIUMS	000000	197.06
01-01675	OK MUN RETIREMENT FUND					
		I-OMR7A/11	100-40200-1060	CITY RETIREME CLINTON 014,DB, PLAN AAA	000000	1,395.02
		I-OMR7B/11	100-40200-1060	CITY RETIREME CLINTON 014,DB, PLAN AAA	000000	1,249.20
		I-OMR7C/11	100-40200-1060	CITY RETIREME CLINTON 014,DB, PLAN AAA	000000	1,347.94
01-10725	PRUDENTIAL INSURANCE CO					
		I-AUG 11	100-40200-1040	HEALTH & LIFE LIFE INSURANCE PREMIUMS	000000	11.34
01-10745	BLUE CROSS & BLUE SHIEL					
		I-AUG 11	100-40200-1040	HEALTH & LIFE HEALTH INSURANCE PREMIUMS	000000	2,956.10
01-15575	VISION SERVICE PLAN OF					
		I-AUG 11	100-40200-1046	VISION INSURA VISION SERVICE PLAN OF OKLAHOM	000000	6.66
				DEPARTMENT 0200 ADMINISTRATION TOTAL:		7,163.32
01-00500	DELTA DENTAL PLAN OF OK					
		I-AUG 11	100-40300-1045	DENTAL INSURA DENTAL INSURANCE PREMIUMS	000000	162.00
01-01675	OK MUN RETIREMENT FUND					
		I-OMR7A/11	100-40300-1060	CITY RETIREME CLINTON 014,DB, PLAN AAA	000000	915.91
		I-OMR7B/11	100-40300-1060	CITY RETIREME CLINTON 014,DB, PLAN AAA	000000	908.32
		I-OMR7C/11	100-40300-1060	CITY RETIREME CLINTON 014,DB, PLAN AAA	000000	938.14
01-10725	PRUDENTIAL INSURANCE CO					
		I-AUG 11	100-40300-1040	HEALTH & LIFE LIFE INSURANCE PREMIUMS	000000	24.19
01-10745	BLUE CROSS & BLUE SHIEL					
		I-AUG 11	100-40300-1040	HEALTH & LIFE HEALTH INSURANCE PREMIUMS	000000	2,386.02
01-15575	VISION SERVICE PLAN OF					
		I-AUG 11	100-40300-1046	VISION INSURA VISION SERVICE PLAN OF OKLAHOM	000000	36.36
				DEPARTMENT 0300 FINANCE TOTAL:		5,322.56
01-00500	DELTA DENTAL PLAN OF OK					
		I-AUG 11	100-40400-1045	DENTAL INSURA DENTAL INSURANCE PREMIUMS	000000	54.00
01-01675	OK MUN RETIREMENT FUND					
		I-OMR7A/11	100-40400-1060	CITY RETIREME CLINTON 014,DB, PLAN AAA	000000	284.61
		I-OMR7B/11	100-40400-1060	CITY RETIREME CLINTON 014,DB, PLAN AAA	000000	285.78
		I-OMR7C/11	100-40400-1060	CITY RETIREME CLINTON 014,DB, PLAN AAA	000000	295.15
01-10725	PRUDENTIAL INSURANCE CO					

VENDOR SET: 01 CITY OF CLINTON
PACKET: 04920 8/2/11
FUND : 100 GENERAL FUND
DEPARTMENT: 0200 ADMINISTRATION

ITEMS PRINTED: PAID, UNPAID
BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1	RENAISSANCE	I-3663	100-40200-2610	RENAISSANCE: HEWITT- PARKING		18.42
01-1	BRICKTOWN BREWERY	I-40027	100-40200-2610	BRICKTOWN BREWERY: HEWITT/BLA		20.42
				DEPARTMENT 0200 ADMINISTRATION TOTAL:		38.84
				FUND 100 GENERAL FUND TOTAL:		38.84

PACKET: 04967 8/31/2011
VENDOR SET: 01
FUND : 100 GENERAL FUND
DEPARTMENT: 0200 ADMINISTRATION BANK: FNBAP
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00765	VIC FEY M.D.	continued				
		I-SMITH	100-40200-2616	EMPLOYEE HEAL PRE PHYSICAL	000000	49.99
01-01215	LINDERER PRINTING COMPA					
		I-4688	100-40200-2405	OFFICE SUPPLI FILE FOLDERS/INDEX DVDRS/PENCI	000000	17.96
01-03775	AMBUCS					
		I-306	100-40200-2605	DUES, SUBSCRI AUGUST 2011 DUES LISA ANDERS	000000	25.00
01-05160	INTEGRIS HEALTH					
		I-2011-11396	100-40200-2616	EMPLOYEE HEAL PRE PHYS. PD PENSION- D. MACH	000000	475.00
01-09805	O.S.B.I. (BACKGROUND CK					
		I-146880..	100-40200-2616	EMPLOYEE HEAL PRE EMP CHECKS	000000	60.00
01-10545	STAPLES CREDIT PLAN					
		I-1820220001	100-40200-2405	OFFICE SUPPLI OFFICES SUPPLIES FOR CITY HALL	000000	389.69
		I-1820220002	100-40200-2405	OFFICE SUPPLI POST IT NOTES	000000	11.90
01-12040	WESTVIEW HEALTH CLINIC					
		I-2047	100-40200-2616	EMPLOYEE HEAL HEP B INJECTION - D. WEBB	000000	10.00
01-13815	SOCIETY FOR HUMAN RESOU					
		I-9004174226	100-40200-2605	DUES, SUBSCRI MBRSHP - SMITH	000000	180.00
				DEPARTMENT 0200 ADMINISTRATION TOTAL:		2,382.98
01-01215	LINDERER PRINTING COMPA					
		I-4688	100-40300-2405	OFFICE SUPPLI FILE FOLDERS/INDEX DVDRS/PENCI	000000	39.36
		I-4689	100-40300-2405	OFFICE SUPPLI RECEIPT TAPE	000000	83.04
01-01600	OK MUNICIPAL LEAGUE					
		I-8-30-11	100-40300-2615	TRAINING & DE 2011-2012 ANNUAL CERT FEE	000000	154.50
01-03510	KIWANIS CLUB OF CLINTON					
		I-JUN/JUL 11	100-40300-2605	DUES, SUBSCRI CIVIC CLUB DUES - BLANCHARD	000000	80.00
01-04680	M & M COMPUTERS, L.L.C.					
		I-10451	100-40300-2010	POSTAGE SHIP DOCK AND HAND HELD RDRS	000000	14.31
01-05305	NORTHROP GRUMMAN					
		I-20517	100-40300-2405	OFFICE SUPPLI BATTERY CHARGER HANDHELDS	000000	118.46
01-10505	A/C/E SUPPLY & SERV INC					
		I-09996	100-40300-2405	OFFICE SUPPLI TONERS HP4250/4050	000000	529.00
				DEPARTMENT 0300 FINANCE TOTAL:		1,018.67

PACKET: 04926 8-10-11
VENDOR SET: 01
FUND : 100 GENERAL FUND
DEPARTMENT: 0400 LEGAL AND COURTS BANK: FNBPY
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-10725	PRUDENTIAL INSURANCE CO	continued				
		I-AUG 11	100-40400-1040	HEALTH & LIFE LIFE INSURANCE PREMIUMS	000000	4.85-
01-10745	BLUE CROSS & BLUE SHIEL					
		I-AUG 11	100-40400-1040	HEALTH & LIFE HEALTH INSURANCE PREMIUMS	000000	819.80
01-15575	VISION SERVICE PLAN OF					
		I-AUG 11	100-40400-1046	VISION INSURA VISION SERVICE PLAN OF OKLAHOM	000000	12.12
				DEPARTMENT 0400 LEGAL AND COURTS TOTAL:		1,746.61
01-00500	DELTA DENTAL PLAN OF OK					
		I-AUG 11	100-40501-1045	DENTAL INSURA DENTAL INSURANCE PREMIUMS	000000	54.00
01-01675	OK MUN RETIREMENT FUND					
		I-OMR7A/11	100-40501-1060	CITY RETIREME CLINTON 014,DB, PLAN AAA	000000	381.21
		I-OMR7B/11	100-40501-1060	CITY RETIREME CLINTON 014,DB, PLAN AAA	000000	381.21
		I-OMR7C/11	100-40501-1060	CITY RETIREME CLINTON 014,DB, PLAN AAA	000000	410.22
01-10725	PRUDENTIAL INSURANCE CO					
		I-AUG 11	100-40501-1040	HEALTH & LIFE LIFE INSURANCE PREMIUMS	000000	4.53
01-10745	BLUE CROSS & BLUE SHIEL					
		I-AUG 11	100-40501-1040	HEALTH & LIFE HEALTH INSURANCE PREMIUMS	000000	819.80
01-15575	VISION SERVICE PLAN OF					
		I-AUG 11	100-40501-1046	VISION INSURA VISION SERVICE PLAN OF OKLAHOM	000000	12.12
				DEPARTMENT 0501 POLICE ADMINISTRATION TOTAL:		2,063.09
01-00500	DELTA DENTAL PLAN OF OK					
		I-AUG 11	100-40502-1045	DENTAL INSURA DENTAL INSURANCE PREMIUMS	000000	162.00
01-01675	OK MUN RETIREMENT FUND					
		I-OMR7A/11	100-40502-1060	CITY RETIREME CLINTON 014,DB, PLAN AAA	000000	783.02
		I-OMR7B/11	100-40502-1060	CITY RETIREME CLINTON 014,DB, PLAN AAA	000000	841.74
		I-OMR7C/11	100-40502-1060	CITY RETIREME CLINTON 014,DB, PLAN AAA	000000	976.06
01-10725	PRUDENTIAL INSURANCE CO					
		I-AUG 11	100-40502-1040	HEALTH & LIFE LIFE INSURANCE PREMIUMS	000000	19.43
01-10745	BLUE CROSS & BLUE SHIEL					
		I-AUG 11	100-40502-1040	HEALTH & LIFE HEALTH INSURANCE PREMIUMS	000000	2,459.40
01-15575	VISION SERVICE PLAN OF					
		I-AUG 11	100-40502-1046	VISION INSURA VISION SERVICE PLAN OF OKLAHOM	000000	42.42
				DEPARTMENT 0502 POLICE SUPPORT SERVICES TOTAL:		5,284.07

PACKET: 04967 8/31/2011
VENDOR SET: 01
FUND : 100 GENERAL FUND
DEPARTMENT: 0400 LEGAL AND COURTS BANK: FNBAP
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01600	OK MUNICIPAL LEAGUE					
		I-021975	100-40400-2605	DUES, SUBSCRI PAT CORNELL OK MUN. JUDGE ASSO	000000	35.00
01-13750	AMERICAN MUNICIPAL SERV					
		I-8834	100-40400-2120	CONTRACTUAL S COURT COLLECTIONS JULY 2011	000000	107.25
				DEPARTMENT 0400 LEGAL AND COURTS TOTAL:		142.25
01-01215	LINDERER PRINTING COMPA					
		I-4655	100-40501-2405	OFFICE SUPPLI NAME PLATES THOMPSON/FOLDERS	000000	6.52
01-02740	RANDOLPH S MEACHAM, P.C					
		I-33512	100-40501-2085	PROFESSIONAL PHONE CONF/LAND AQUIS/PD/WTR	000000	333.34
01-03995	LAW ENFORCEMENT					
		I-8-12-11	100-40501-2085	PROFESSIONAL MMPZ (SACK)	000000	80.00
		I-8290	100-40501-2085	PROFESSIONAL MMPI (NEUGEBAUER	000000	80.00
		I-8298	100-40501-2085	PROFESSIONAL MMPI (ROSE)	000000	80.00
01-04600	QUILL CORPORATION					
		I-6042352	100-40501-2405	OFFICE SUPPLI CORR. TAPE/WITE OUT/RULED PAD	000000	30.72
				DEPARTMENT 0501 POLICE ADMINISTRATION TOTAL:		610.58
01-01215	LINDERER PRINTING COMPA					
		I-4655	100-40502-2405	OFFICE SUPPLI NAME PLATES THOMPSON/FOLDERS	000000	23.38
01-04600	QUILL CORPORATION					
		I-5804238	100-40502-2405	OFFICE SUPPLI TONER/DOOR MATS	000000	59.38
		I-6030664	100-40502-2405	OFFICE SUPPLI GLOVES	000000	39.56
		I-6044983	100-40502-2405	OFFICE SUPPLI GLOVES	000000	98.90
		I-6044984	100-40502-2405	OFFICE SUPPLI GLOVES	000000	54.34
				DEPARTMENT 0502 POLICE SUPPORT SERVICES TOTAL:		275.56
01-00215	BOB BARKER COMPANY, INC					
		I-UT1000203984	100-40503-2431	PRISONER BOAR TOOTH BRUSHES/PASTE	000000	48.26
01-00260	ELK SUPPLY CO INC					
		I-624770/5	100-40503-2470	FACILITIES MA FAUCET REPAIRS - JAIL	000000	46.08
01-00595	DOLLAR GENERAL CHARGED					
		I-1000023626	100-40503-2431	PRISONER BOAR DISH SOAP/SPONGES/FLOOR CLNR	000000	33.60
		I-1000024110	100-40503-2431	PRISONER BOAR LAUNDRY SOAP/TUNA JAIL	000000	31.00
01-00730	FARM PLAN/ATWOODS					

PACKET: 04938 8/15/11
VENDOR SET: 01
FUND : 100 GENERAL FUND
DEPARTMENT: 0501 POLICE ADMINISTRATION BANK: FNBAP
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-15160	CELLULAR ONE					
		I-8-15-11	100-40501-2005	TELEPHONE ON CALL PHONES	067893	37.32
				DEPARTMENT 0501 POLICE ADMINISTRATION TOTAL:		895.54
01-01990	SECURITY SERVICES					
		I-274994	100-40503-2470	FACILITIES MA SYSTEM INSPECTION - PD	067913	130.00
01-13175	FLEETCOR DBA/FUELMAN					
		I-NP30890413	100-40503-2425	FUEL, OIL, ET FUEL USE	067901	3,098.87
				DEPARTMENT 0503 POLICE OPERATIONS TOTAL:		3,228.87
		I-NP30890413	100-40504-2425	FUEL, OIL, ET FUEL USE	067901	257.37
				DEPARTMENT 0504 POLICE ANIMAL CONTROL TOTAL:		257.37
		I-NP30890413	100-40505-2425	FUEL, OIL, ET FUEL USE	067901	72.22
				DEPARTMENT 0505 PD/CODE ENFORCEMENT TOTAL:		72.22
01-01925	AT&T					
		I-JULY-11	100-40601-2005	TELEPHONE TELEPHONE SERVICE	067889	210.13
				DEPARTMENT 0601 FIRE ADMINISTRATION TOTAL:		210.13
01-13175	FLEETCOR DBA/FUELMAN					
		I-NP30890413	100-40606-2425	FUEL, OIL, ET FUEL USE	067901	1,838.49
				DEPARTMENT 0606 FIRE PROTECTION TOTAL:		1,838.49
01-09435	AMERICAN ELECTRIC POWER					
		I-AUG.11	100-40607-2456	STORM SIREN M ELECTRIC SERVICE/ALL DEPTS	067887	60.06
				DEPARTMENT 0607 EMERGENCY MGMT TOTAL:		60.06
01-13175	FLEETCOR DBA/FUELMAN					
		I-NP30890413	100-41000-2425	FUEL, OIL, ET FUEL USE	067901	205.01
				DEPARTMENT 1000 INSPECTION TOTAL:		205.01

PACKET: 04926 8-10-11
VENDOR SET: 01
FUND : 100 GENERAL FUND
DEPARTMENT: 0503 POLICE OPERATIONS BANK: FNBPY
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00500	DELTA DENTAL PLAN OF OK					
		I-AUG 11	100-40503-1045	DENTAL INSURA DENTAL INSURANCE PREMIUMS	000000	378.00
01-10725	PRUDENTIAL INSURANCE CO					
		I-AUG 11	100-40503-1040	HEALTH & LIFE LIFE INSURANCE PREMIUMS	000000	45.51-
01-10745	BLUE CROSS & BLUE SHIEL					
		I-AUG 11	100-40503-1040	HEALTH & LIFE HEALTH INSURANCE PREMIUMS	000000	5,738.60
01-15575	VISION SERVICE PLAN OF					
		I-AUG 11	100-40503-1046	VISION INSURA VISION SERVICE PLAN OF OKLAHOM	000000	84.84
				DEPARTMENT 0503 POLICE OPERATIONS TOTAL:		6,155.93
01-00500	DELTA DENTAL PLAN OF OK					
		I-AUG 11	100-40504-1045	DENTAL INSURA DENTAL INSURANCE PREMIUMS	000000	27.00
01-01675	OK MUN RETIREMENT FUND					
		I-OMR7A/11	100-40504-1060	CITY RETIREME CLINTON 014,DB, PLAN AAA	000000	119.97
		I-OMR7B/11	100-40504-1060	CITY RETIREME CLINTON 014,DB, PLAN AAA	000000	119.97
		I-OMR7C/11	100-40504-1060	CITY RETIREME CLINTON 014,DB, PLAN AAA	000000	123.57
01-10725	PRUDENTIAL INSURANCE CO					
		I-AUG 11	100-40504-1040	HEALTH & LIFE LIFE INSURANCE PREMIUMS	000000	2.69
01-10745	BLUE CROSS & BLUE SHIEL					
		I-AUG 11	100-40504-1040	HEALTH & LIFE HEALTH INSURANCE PREMIUMS	000000	409.90
01-15575	VISION SERVICE PLAN OF					
		I-AUG 11	100-40504-1046	VISION INSURA VISION SERVICE PLAN OF OKLAHOM	000000	6.06
				DEPARTMENT 0504 POLICE ANIMAL CONTROL TOTAL:		809.16
01-00500	DELTA DENTAL PLAN OF OK					
		I-AUG 11	100-40505-1045	DENTAL INSURA DENTAL INSURANCE PREMIUMS	000000	27.00
01-01675	OK MUN RETIREMENT FUND					
		I-OMR7A/11	100-40505-1060	CITY RETIREME CLINTON 014,DB, PLAN AAA	000000	132.04
		I-OMR7B/11	100-40505-1060	CITY RETIREME CLINTON 014,DB, PLAN AAA	000000	132.04
		I-OMR7C/11	100-40505-1060	CITY RETIREME CLINTON 014,DB, PLAN AAA	000000	136.00
01-10725	PRUDENTIAL INSURANCE CO					
		I-AUG 11	100-40505-1040	HEALTH & LIFE LIFE INSURANCE PREMIUMS	000000	2.27
01-10745	BLUE CROSS & BLUE SHIEL					
		I-AUG 11	100-40505-1040	HEALTH & LIFE HEALTH INSURANCE PREMIUMS	000000	409.90

PACKET: 04967 8/31/2011
VENDOR SET: 01
FUND : 100 GENERAL FUND
DEPARTMENT: 0503 POLICE OPERATIONS
BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00730	FARM PLAN/ATWOODS	continued				
		C-076398.	100-40503-2431	PRISONER BOAR POSTED WRONG VENDOR	000000	81.24-
		I-076398	100-40503-2431	PRISONER BOAR CHIPS/WIENERS/EGGS/HMBGR MEAT	000000	81.24
01-00735	FARMER BROTHERS CO					
		I-54888213-SO	100-40503-2431	PRISONER BOAR TEA/PUNCH/ ENERGY CHARGE	000000	81.15
01-01125	K-MART #4782					
		I-4797	100-40503-2431	PRISONER BOAR DIGITAL CAMERAS/ CUPS	000000	3.96
		I-7125	100-40503-2410	OPERATING SUP BATTERIES/MEMORY CARDS	000000	36.96
		I-7227	100-40503-2410	OPERATING SUP CA,ERA CASES/AAA BATTERIES CID	000000	94.95
01-01215	LINDERER PRINTING COMPA					
		I-P41572	100-40503-2015	REPRODUCTION/ BUSINESS CARDS - MURLEY/BURCH	000000	68.00
		I-P41574	100-40503-2015	REPRODUCTION/ DAILYS	000000	324.70
01-01950	HAC, INC, DBA HOMELAND,					
		I-076398	100-40503-2431	PRISONER BOAR CHIPS/WIENERS/EGGS/HMBGR MEAT	000000	81.24
		I-175413	100-40503-2431	PRISONER BOAR RAMEN NOODLE/CHIPS JAIL	000000	28.64
		I-175449	100-40503-2431	PRISONER BOAR CHIPS/HAMBURGER BUNS	000000	41.21
01-02005	SHAMBURG'S SPORTING GOO					
		I-51842	100-40503-2450	AMMUNITION SHOTGUN SHELLS (ACO)	000000	19.90
01-02240	SPECIAL-OPS UNIFORMS, I					
		I-164680	100-40503-2435	UNIFORM SERVI UNIFORM SHIRTS - HAWKINS	000000	143.97
		I-165434	100-40503-2435	UNIFORM SERVI BATTERY	000000	79.96
01-04600	QUILL CORPORATION					
		I-5804238	100-40503-2410	OPERATING SUP TONER/DOOR MATS	000000	160.18
01-04605	O'REILLY AUTOMOTIVE INC					
		I-0243-290257	100-40503-2421	PARTS-VEHICLE BULBS TAIL LIGHTS #13	000000	5.49
		I-0243-291155	100-40503-2421	PARTS-VEHICLE HANGER/BODY FASTEN #31 PD	000000	6.08
01-05540	LYNN PEAVEY CO					
		I-244774	100-40503-2410	OPERATING SUP EVIDENCE TUBES/METH TESTS	000000	83.75
01-07820	CDW GOVERNMENT INC					
		I-ZDN2061	100-40503-2410	OPERATING SUP TONER - PD SQUADROOM	000000	141.81
		I-ZDN2927	100-40503-2410	OPERATING SUP TONER-PD DISPATCH	000000	147.06
01-09335	CREATIVE COLORS					
		I-1629	100-40503-2045	VEHICLE REPAI PAINT HOOD UNIT #2	000000	75.00
01-10230	PRICE PRINTS INC					
		I-CT628	100-40503-2435	UNIFORM SERVI 3 LOGOS ON SHIRTS	000000	15.00
01-10470	CUSTOM IDENTIFICATION					

PACKET: 04967 8/31/2011
VENDOR SET: 01
FUND : 100 GENERAL FUND
DEPARTMENT: 0503 POLICE OPERATIONS BANK: FNBAP
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-10470	CUSTOM IDENTIFICATION continued					
		I-0243133-IN	100-40503-2435	UNIFORM SERVI NAME PLATES (MACH)	000000	13.24
01-15645	ALLEN PUBLIC SAFETY TEC					
		I-4	100-40503-2050	RADIO REPAIR MDI UPDATES	000000	200.00
01-15685	DIGI-KEY CORPORATION					
		I-35947961	100-40503-2050	RADIO REPAIR FUSE MDT	000000	15.21
				DEPARTMENT 0503 POLICE OPERATIONS TOTAL:		2,026.40
01-03065	AIRGAS MID SOUTH, INC					
		I-106365879	100-40504-2410	OPERATING SUP TANK REFILL	000000	252.45
		I-106915460	100-40504-2410	OPERATING SUP TANK MAINTENANCE	000000	24.18
01-1	MISCELLANEOUS VENDOR					
C. PERSINGER		I-8-29-11	100-40504-2615	TRAINING & DE C. PERSINGER: REIMBURSE MEALS	000000	88.75
01-11415	OK ANIMAL CONTROL ASSOC					
		I-ACAD11-048	100-40504-2615	TRAINING & DE ACADEMY ACO PERSINGER	000000	375.00
01-12180	WESTERN OK TIRE & SERVI					
		I-153566	100-40504-2420	TIRES, BATTER FLAT RPR #60 ANIMAL CONTROL	000000	12.50
		I-153742	100-40504-2420	TIRES, BATTER ROTAE AND BALANCE UNIT 60	000000	40.00
				DEPARTMENT 0504 POLICE ANIMAL CONTROL TOTAL:		792.88
01-00255	CLINTON LAUNDRY AND CLE					
		I-625641	100-40505-2435	UNIFORM SERVI UNIFORM RENTAL	000000	5.50
		I-626989	100-40505-2435	UNIFORM SERVI UNIFORM RENTAL	000000	5.50
		I-628333	100-40505-2435	UNIFORM SERVI UNIFORM RENTAL	000000	5.50
		I-629768	100-40505-2435	UNIFORM SERVI UNIFORM RENTAL	000000	5.50
		I-631149	100-40505-2435	UNIFORM SERVI UNIFORM RENTAL	000000	5.50
01-00320	CLINTON DAILY NEWS					
		I-LN#21547	100-40505-2025	LEGAL PUBLICA NOTICE OF HEARING B. METHENY	000000	61.80
		I-LN#21548	100-40505-2025	LEGAL PUBLICA NOTICE OF HEARING P. RHODES	000000	35.50
		I-LN#21549	100-40505-2025	LEGAL PUBLICA NOTICE OF HEARING SAMBRANO	000000	35.05
01-00430	CUSTER COUNTY ABSTRACT					
		I-11680	100-40505-2025	LEGAL PUBLICA FILING FEES - METHENY	000000	50.00
		I-11728	100-40505-2025	LEGAL PUBLICA TITLE SEARCH SAMBRANO/RODRIQUE	000000	50.00
		I-11737	100-40505-2025	LEGAL PUBLICA TITLE SEARCH	000000	50.00
01-11965	LEON SCARLETT SR					
		I-8-15-2011	100-40505-2092	NUISANCE ABAT MOWING 404 S 6TH	000000	100.00
				DEPARTMENT 0505 PD/CODE ENFORCEMENT TOTAL:		409.85

PACKET: 04926 8-10-11
VENDOR SET: 01
FUND : 100 GENERAL FUND
DEPARTMENT: 0505 PD/CODE ENFORCEMENT
BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBPY

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-15575	VISION SERVICE PLAN OF	I-AUG 11	100-40505-1046	VISION INSURA VISION SERVICE PLAN OF OKLAHOM	000000	6.06
				DEPARTMENT 0505 PD/CODE ENFORCEMENT TOTAL:		845.31
01-00500	DELTA DENTAL PLAN OF OK	I-AUG 11	100-40601-1045	DENTAL INSURA DENTAL INSURANCE PREMIUMS	000000	53.98
01-10725	PRUDENTIAL INSURANCE CO	I-AUG 11	100-40601-1040	HEALTH & LIFE LIFE INSURANCE PREMIUMS	000000	4.54
01-10745	BLUE CROSS & BLUE SHIEL	I-AUG 11	100-40601-1040	HEALTH & LIFE HEALTH INSURANCE PREMIUMS	000000	819.80
01-15575	VISION SERVICE PLAN OF	I-AUG 11	100-40601-1046	VISION INSURA VISION SERVICE PLAN OF OKLAHOM	000000	12.12
				DEPARTMENT 0601 FIRE ADMINISTRATION TOTAL:		890.44
01-00500	DELTA DENTAL PLAN OF OK	I-AUG 11	100-40606-1045	DENTAL INSURA DENTAL INSURANCE PREMIUMS	000000	324.00
01-10725	PRUDENTIAL INSURANCE CO	I-AUG 11	100-40606-1040	HEALTH & LIFE LIFE INSURANCE PREMIUMS	000000	49.62
01-10745	BLUE CROSS & BLUE SHIEL	I-AUG 11	100-40606-1040	HEALTH & LIFE HEALTH INSURANCE PREMIUMS	000000	4,918.80
01-15575	VISION SERVICE PLAN OF	I-AUG 11	100-40606-1046	VISION INSURA VISION SERVICE PLAN OF OKLAHOM	000000	49.28
				DEPARTMENT 0606 FIRE PROTECTION TOTAL:		5,341.70
01-00500	DELTA DENTAL PLAN OF OK	I-AUG 11	100-41000-1045	DENTAL INSURA DENTAL INSURANCE PREMIUMS	000000	27.00
01-01675	OK MUN RETIREMENT FUND	I-OMR7A/11	100-41000-1060	CITY RETIREME CLINTON 014,DB, PLAN AAA	000000	195.08
		I-OMR7B/11	100-41000-1060	CITY RETIREME CLINTON 014,DB, PLAN AAA	000000	195.08
		I-OMR7C/11	100-41000-1060	CITY RETIREME CLINTON 014,DB, PLAN AAA	000000	200.93
01-10725	PRUDENTIAL INSURANCE CO	I-AUG 11	100-41000-1040	HEALTH & LIFE LIFE INSURANCE PREMIUMS	000000	2.27
01-10745	BLUE CROSS & BLUE SHIEL	I-AUG 11	100-41000-1040	HEALTH & LIFE HEALTH INSURANCE PREMIUMS	000000	409.90

PACKET: 04967 8/31/2011
VENDOR SET: 01
FUND : 100 GENERAL FUND
DEPARTMENT: 0601 FIRE ADMINISTRATION BANK: FNBAP
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01520	NATIONAL FIRE PROTECTIO					
		I-630171	100-40601-2605	DUES, SUBSCRI YEARLY ONLINE SUBSCRIPTION/DUE	000000	416.25
01-04060	CLINTON ABSTRACT CO INC					
		I-SEPT-11	100-40601-2110	RENTAL CHARGE MTHLY BLDG LEASE	000000	175.00
01-13770	FIRE MARSHALS ASSOCIATI					
		I-8-29-11	100-40601-2615	TRAINING & DE FMAO CONF FEE'S AND MEMBER DUE	000000	85.00
				DEPARTMENT 0601 FIRE ADMINISTRATION TOTAL:		676.25
01-00255	CLINTON LAUNDRY AND CLE					
		I-050565	100-40606-2435	UNIFORM SERVI PATCHES ON SHIRTS (20)	000000	103.60
		I-626305	100-40606-2111	LAUNDRY RENTA DUST MOP/MITT/WEST MOP/MATS	000000	48.14
		I-628984	100-40606-2111	LAUNDRY RENTA WET MOP AND TOOL	000000	18.64
01-00260	ELK SUPPLY CO INC					
		I-623401/5	100-40606-2470	FACILITIES MA LIME REMOVER/21" BRUSH	000000	11.86
		I-624653/5	100-40606-2470	FACILITIES MA VARNISH/PAINTBRUSH	000000	16.80
		I-625154/5	100-40606-2470	FACILITIES MA KEY FOR STATION	000000	4.98
01-00365	CHIEF FIRE & SAFETY CO					
		I-166675	100-40606-2421	PARTS - VEHIC INTAKE VALVES/SEAL KITS	000000	1,102.90
		I-167745	100-40606-2422	PARTS - EQUIP SCOTTY PACK JUG'S	000000	26.00
01-00730	FARM PLAN/ATWOODS					
		I-B37141/4	100-40606-2421	PARTS - VEHIC HITCH FOR UNIT # 11	000000	29.98
01-00850	GARY JONES DBA GARY'S					
		I-497822	100-40606-2421	PARTS - VEHIC TARP REPAIR ENG #1	000000	65.00
01-01240	LITTKE'S STORE					
		I-8255978	100-40606-2422	PARTS - EQUIP LAWN MOWER REPAIR	000000	155.10
01-01250	LOCKE SUPPLY COMPANY					
		I-15893389-00	100-40606-2470	FACILITIES MA BULBS FOR BACK RAMP LIGHTS	000000	33.84
01-01930	SANZRO LLC DBA S&D DRUG					
		I-204029	100-40606-2421	PARTS - VEHIC GARMAN GPS FOR UNIT # 11	000000	126.84
01-03810	TUFF FIRE & SAFETY, INC					
		I-14556	100-40606-2055	MAINTENANCE/O BREATHING AIR TEST	000000	105.00
01-04215	WELDON PARTS, INC					
		C-645857-00	100-40606-2422	PARTS - EQUIP EXHAUST HANGER FOR TRK #8	000000	7.23-
01-04605	O'REILLY AUTOMOTIVE INC					
		I-0243-286744	100-40606-2421	PARTS - VEHIC OIL FILTER BP 101	000000	3.99

PACKET: 04967 8/31/2011
VENDOR SET: 01
FUND : 100 GENERAL FUND
DEPARTMENT: 0606 FIRE PROTECTION BANK: FNBAP
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-04605	O'REILLY AUTOMOTIVE INC continued					
		I-0243-290077	100-40606-2421	PARTS - VEHIC AIR FILTERS 101 AND 102	000000	35.52
		I-0243-290875	100-40606-2421	PARTS - VEHIC AIR FILTERS 101 AND 102	000000	43.12
		I-0243-290941	100-40606-2421	PARTS - VEHIC AIR FILTERS 101 AND 102	000000	5.12
		I-0243-291193	100-40606-2421	PARTS - VEHIC TOGGLE SWITCH	000000	4.83
		I-0243-293060	100-40606-2421	PARTS - VEHIC WIPER BLADES UNIT #6	000000	25.98
		I-0243-294472	100-40606-2421	PARTS - VEHIC OIL FILTER UNIT #6	000000	3.89
01-10145	INTERSTATE BATTERY CENT					
		I-043379	100-40606-2420	TIRES, BATTER LAPTOP BATTERY	000000	118.49
01-10230	PRICE PRINTS INC					
		I-0718 EB	100-40606-2435	UNIFORM SERVI EMBROIDERY CFD ON UNIFORM PANT	000000	44.00
		I-8411	100-40606-2435	UNIFORM SERVI 54 UNIFORM T-SHIRTS	000000	553.50
01-10610	AUTOMATIC FIRE CONTRL I					
		I-071558	100-40606-2422	PARTS - EQUIP HYDRO TEST 4 SCBA BOTTLES	000000	56.00
				DEPARTMENT 0606 FIRE PROTECTION TOTAL:		2,735.89
01-09435	AMERICAN ELECTRIC POWER					
		I-SEPT-11	100-40607-2456	STORM SIREN M ELECTRIC SERVICE/ALL DEPTS	000000	0.00
01-14605	BLACKBOARD CONNECT					
		I-1076533	100-40607-2085	PROFESSIONAL BLACKBOARD CONNECT	000000	8,024.13
01-15655	OK EMERGENCY MANAGEMENT					
		I-8-25-11	100-40607-2615	TRAINING & DE CONF/MEMB - ANDERS/CARPENTER	000000	170.00
				DEPARTMENT 0607 EMERGENCY MGMT TOTAL:		8,194.13
01-01215	LINDERER PRINTING COMPA					
		I-P41617	100-41000-2405	OFFICE SUPPLI INSPECTOR DOOR HANGARS	000000	39.74
		I-P41618	100-41000-2405	OFFICE SUPPLI INSPECTION LABELS	000000	35.80
01-01520	NATIONAL FIRE PROTECTIO					
		I-630171	100-41000-2605	DUES, SUBSCRI YEARLY ONLINE SUBSCRIPTION/DUE	000000	416.25
01-04285	LAWTON COMMUNICATIONS					
		I-027691	100-41000-2420	TIRES, BATTER ICOM MOBILE RADIO	000000	355.00
01-12180	WESTERN OK TIRE & SERVI					
		I-153628	100-41000-2045	VEHICLE REPAI FIXED FLAT TIRE (DRIVER REAR)	000000	12.50
				DEPARTMENT 1000 INSPECTION TOTAL:		859.29

VENDOR SET: 01 CITY OF CLINTON
PACKET: 04960 8/30/11
FUND : 100 GENERAL FUND
DEPARTMENT: 0607 EMERGENCY MGMT

ITEMS PRINTED: PAID, UNPAID
BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1	LOGANS	I-331003	100-40607-2615	LOGANS: ANDERS/CARPENTER		43.88
01-1	LEGENDS	I-484369	100-40607-2615	LEGENDS: ANDERS/CARPENTER		50.84
01-1	ARBY'S	I-667127	100-40607-2615	ARBY'S: ANDERS/CARPENTER		14.23
01-1	MACKIES	I-917791	100-40607-2615	MACKIES: ANDERS/CARPENTER		21.66
				DEPARTMENT 0607 EMERGENCY MGMT	TOTAL:	130.61
01-12340	LOWE'S CREDIT SERVICES	I-1470065	100-41408-2410	METAL FOLDING CHAIRS		237.00
				DEPARTMENT 1408 RECREATION	TOTAL:	237.00
				FUND 100 GENERAL FUND	TOTAL:	367.61

PACKET: 04926 8-10-11
VENDOR SET: 01
FUND : 100 GENERAL FUND
DEPARTMENT: 1000 INSPECTION
BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBPY

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-15575	VISION SERVICE PLAN OF					
		I-AUG 11	100-41000-1046	VISION INSURA VISION SERVICE PLAN OF OKLAHOM	000000	3.84-
				DEPARTMENT 1000 INSPECTION TOTAL:		1,026.42
01-00500	DELTA DENTAL PLAN OF OK					
		I-AUG 11	100-41108-1045	DENTAL INSURA DENTAL INSURANCE PREMIUMS	000000	54.00
01-01675	OK MUN RETIREMENT FUND					
		I-OMR7A/11	100-41108-1060	CITY RETIREME CLINTON 014,DB, PLAN AAA	000000	412.18
		I-OMR7B/11	100-41108-1060	CITY RETIREME CLINTON 014,DB, PLAN AAA	000000	423.14
		I-OMR7C/11	100-41108-1060	CITY RETIREME CLINTON 014,DB, PLAN AAA	000000	440.48
01-10725	PRUDENTIAL INSURANCE CO					
		I-AUG 11	100-41108-1040	HEALTH & LIFE LIFE INSURANCE PREMIUMS	000000	4.54
01-10745	BLUE CROSS & BLUE SHIEL					
		I-AUG 11	100-41108-1040	HEALTH & LIFE HEALTH INSURANCE PREMIUMS	000000	819.80
01-15575	VISION SERVICE PLAN OF					
		I-AUG 11	100-41108-1046	VISION INSURA VISION SERVICE PLAN OF OKLAHOM	000000	18.18
				DEPARTMENT 1108 PARKS MAINTENANCE TOTAL:		2,172.32
01-00500	DELTA DENTAL PLAN OF OK					
		I-AUG 11	100-41208-1045	DENTAL INSURA DENTAL INSURANCE PREMIUMS	000000	135.00
01-01675	OK MUN RETIREMENT FUND					
		I-OMR7A/11	100-41208-1060	CITY RETIREME CLINTON 014,DB, PLAN AAA	000000	733.47
		I-OMR7B/11	100-41208-1060	CITY RETIREME CLINTON 014,DB, PLAN AAA	000000	733.47
		I-OMR7C/11	100-41208-1060	CITY RETIREME CLINTON 014,DB, PLAN AAA	000000	755.46
01-10725	PRUDENTIAL INSURANCE CO					
		I-AUG 11	100-41208-1040	HEALTH & LIFE LIFE INSURANCE PREMIUMS	000000	11.34
01-10745	BLUE CROSS & BLUE SHIEL					
		I-AUG 11	100-41208-1040	HEALTH & LIFE HEALTH INSURANCE PREMIUMS	000000	2,049.50
01-15575	VISION SERVICE PLAN OF					
		I-AUG 11	100-41208-1046	VISION INSURA VISION SERVICE PLAN OF OKLAHOM	000000	26.66
				DEPARTMENT 1208 STREETS MAINTENANCE TOTAL:		4,444.90
01-00500	DELTA DENTAL PLAN OF OK					
		I-AUG 11	100-41408-1045	DENTAL INSURA DENTAL INSURANCE PREMIUMS	000000	135.00

PACKET: 04938 8/15/11
VENDOR SET: 01
FUND : 100 GENERAL FUND
DEPARTMENT: 1108 PARKS MAINTENANCE
BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01535	OKLAHOMA NATURAL GAS CO					
		I-AUG. 11	100-41108-2080	NATURAL GAS C NATURAL GAS SERVICE	067911	38.83
01-01925	AT&T					
		I-JULY-11	100-41108-2005	TELEPHONE TELEPHONE SERVICE	067889	30.37
01-07990	CHEM-CAN SERVICES, INC					
		I-190001	100-41108-2110	RENTAL CHARGE PORTABLE TOILET RENTALS	067895	179.00
01-09435	AMERICAN ELECTRIC POWER					
		I-AUG.11	100-41108-2075	ELECTRIC CHAR ELECTRIC SERVICE/ALL DEPTS	067887	1,257.46
01-13175	FLEETCOR DBA/FUELMAN					
		I-NP30890413	100-41108-2425	FUEL, OIL, ET FUEL USE	067901	1,128.54
				DEPARTMENT 1108 PARKS MAINTENANCE TOTAL:		2,634.20
01-01535	OKLAHOMA NATURAL GAS CO					
		I-AUG. 11	100-41109-2080	NATURAL GAS C NATURAL GAS SERVICE	067911	0.00
01-01925	AT&T					
		I-JULY-11	100-41109-2005	TELEPHONE TELEPHONE SERVICE	067889	30.37
01-09435	AMERICAN ELECTRIC POWER					
		I-AUG.11	100-41109-2075	ELECTRIC CHAR ELECTRIC SERVICE/ALL DEPTS	067887	1,785.74
				DEPARTMENT 1109 SWIMMING POOL TOTAL:		1,816.11
01-01150	KIWASH ELECTRIC					
		I-AUG-11	100-41208-2076	STREET LIGHTI INTERCHANGE LIGHTS	067903	74.91
		I-AUG-11	100-41208-2076	STREET LIGHTI I-40/CHEROKEE LIGHTS	067903	128.03
		I-AUG-11	100-41208-2076	STREET LIGHTI I-40/CHEROKEE LIGHTS	067903	274.75
		I-AUG-11	100-41208-2076	STREET LIGHTI I-40/CHEROKEE LIGHTS	067903	144.76
01-01925	AT&T					
		I-JULY-11	100-41208-2005	TELEPHONE TELEPHONE SERVICE	067889	30.37
01-09435	AMERICAN ELECTRIC POWER					
		I-AUG.11	100-41208-2076	STREET LIGHTI ELECTRIC SERVICE/ALL DEPTS	067887	7,145.64
01-13175	FLEETCOR DBA/FUELMAN					
		I-NP30890413	100-41208-2425	FUEL, OIL, ET FUEL USE	067901	2,313.15
01-15160	CELLULAR ONE					
		I-8-15-11	100-41208-2005	TELEPHONE ON CALL PHONES	067893	37.31
				DEPARTMENT 1208 STREETS MAINTENANCE TOTAL:		10,148.92

PACKET: 04967 8/31/2011
VENDOR SET: 01
FUND : 100 GENERAL FUND
DEPARTMENT: 1108 PARKS MAINTENANCE BANK: FNBAP
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00255	CLINTON LAUNDRY AND CLE					
		I-106929	100-41108-2465	JANITORIAL SU TOWELS/HAND SOAP MRP	000000	159.80
		I-625641	100-41108-2435	UNIFORM REPLA UNIFORM RENTAL	000000	17.50
		I-626989	100-41108-2435	UNIFORM REPLA UNIFORM RENTAL	000000	10.50
		I-628333	100-41108-2435	UNIFORM REPLA UNIFORM RENTAL	000000	10.50
		I-629768	100-41108-2435	UNIFORM REPLA UNIFORM RENTAL	000000	10.50
		I-631149	100-41108-2435	UNIFORM REPLA UNIFORM RENTAL	000000	16.00
01-00260	ELK SUPPLY CO INC					
		I-623117/5	100-41108-2410	OPERATING SUP 5 GAL PICNIC TABLE PAINT	000000	134.99
		I-624964/5	100-41108-2410	OPERATING SUP DECK/BLADE/BIT/BLADE/RPR BRIDG	000000	82.94
01-00730	FARM PLAN/ATWOODS					
		I-B31380/4	100-41108-2410	OPERATING SUP PAINT ROLLERS	000000	11.96
		I-B31662/4	100-41108-2410	OPERATING SUP BLACK PAINT/SPRY PNT GREEN	000000	27.93
		I-B32807/4	100-41108-2410	OPERATING SUP SLEDGE HAMMERS - TENT SETUP	000000	129.96
		I-B41722/4	100-41108-2410	OPERATING SUP DISPOSABLE MASKS/TRASH BAGS	000000	29.98
01-01240	LITTKE'S STORE					
		I-028412	100-41108-2410	OPERATING SUP 5 WEEDEATER HEADS	000000	160.00
01-01260	WESTERN EQUIPMENT LLC					
		I-87850	100-41108-2422	PARTS-EQUIPME THROTTLE CABLE Z TRAC MOWERS	000000	29.05
01-01535	OKLAHOMA NATURAL GAS CO					
		I-SEPT-11	100-41108-2080	NATURAL GAS C NATURAL GAS SERVICE	000000	40.95
01-02220	T.H. ROGERS LUMBER CO.					
		I-1077640	100-41108-2410	OPERATING SUP BIT/BOLTS/WASHERS/ANCHORS	000000	99.97
01-04605	O'REILLY AUTOMOTIVE INC					
		I-0243-291056	100-41108-2420	TIRES, BATTER BATTERY PROTECTOR/CLEANER	000000	77.09
01-07990	CHEM-CAN SERVICES, INC					
		I-19480	100-41108-2110	RENTAL CHARGE PORTABLE TOILETS	000000	146.00
01-09435	AMERICAN ELECTRIC POWER					
		I-SEPT-11	100-41108-2075	ELECTRIC CHAR ELECTRIC SERVICE/ALL DEPTS	000000	1,099.99
				DEPARTMENT 1108 PARKS MAINTENANCE TOTAL:		2,295.61
01-00295	CAPITOL ELEC MOTOR INC					
		I-44457	100-41109-2470	FACILITIES MA NEW PUMP BABY POOL	000000	466.41
01-01535	OKLAHOMA NATURAL GAS CO					
		I-SEPT-11	100-41109-2080	NATURAL GAS C NATURAL GAS SERVICE	000000	41.65
01-05230	G FARNEY & ASSOCIATES,					

PACKET: 04967 8/31/2011
VENDOR SET: 01
FUND : 100 GENERAL FUND
DEPARTMENT: 1109 SWIMMING POOL BANK: FNBAP
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-05230	G FARNEY & ASSOCIATES, continued					
		C-23234	100-41109-2422	PARTS-EQUIPME RETURN PARTS	000000	330.66-
		I-23462	100-41109-2470	FACILITIES MA TRANSFORMER/PUMP	000000	192.67
		I-23532	100-41109-2440	CHEMICALS CHEMICALS/ACID/CHLORINE	000000	3,143.16
01-09435	AMERICAN ELECTRIC POWER					
		I-SEPT-11	100-41109-2075	ELECTRIC CHAR ELECTRIC SERVICE/ALL DEPTS	000000	2,225.27
01-15045	JEFF BAILEY ELECTRIC, L					
		I-1267	100-41109-2130	FACILITIES RE SERVICE CALL - POOL	000000	65.00
01-15675	JENNIFER OSBORN					
		I-8-30-11	100-41109-2615	TRAINING & DE CPR/1ST AID COUNSELORS/POOL	000000	50.00
				DEPARTMENT 1109 SWIMMING POOL TOTAL:		5,853.50
01-00255	CLINTON LAUNDRY AND CLE					
		I-625641	100-41208-2435	UNIFORM SERVI UNIFORM RENTAL	000000	34.00
		I-626989	100-41208-2435	UNIFORM SERVI UNIFORM RENTAL	000000	41.00
		I-628333	100-41208-2435	UNIFORM SERVI UNIFORM RENTAL	000000	34.00
		I-629768	100-41208-2435	UNIFORM SERVI UNIFORM RENTAL	000000	34.00
		I-631149	100-41208-2435	UNIFORM SERVI UNIFORM RENTAL	000000	34.00
01-00260	ELK SUPPLY CO INC					
		I-624132/5	100-41208-2410	OPERATING SUP PUSHBROOM 18"	000000	21.76
		I-624486/5	100-41208-2410	OPERATING SUP SIDING/REBAR/ SWET SCHOOL CURB	000000	26.21
		I-625000/5	100-41208-2410	OPERATING SUP KNEE PADS (2 PAIR)	000000	27.98
01-00370	CIRCLE S PAVING CO INC					
		I-7117	100-41208-2485	STREET REPAIR MILLINGS/TYPE C/COLD LAY	000000	897.54
		I-7156	100-41208-2485	STREET REPAIR COLD LAY/TYPE C ASPHALT	000000	425.17
01-00590	DOLESE BROTHERS CO.					
		I-RM11041124	100-41208-2485	STREET REPAIR 4000 PSI CONCRETE 13/NOWA	000000	606.00
		I-RM11045982	100-41208-2485	STREET REPAIR CURB SOUTHWEST SCHOOL	000000	321.38
		I-RM11046326	100-41208-2485	STREET REPAIR CURB SOUTHWEST SCHOOL	000000	237.88
		I-RM11046976	100-41208-2476	SIDEWALK REPA CURB SW SCHOOL	000000	258.75
01-00730	FARM PLAN/ATWOODS					
		I-B34351/4	100-41208-2410	OPERATING SUP 4 LOPPER-BYPASS RATCHET	000000	103.96
		I-B35471/4	100-41208-2410	OPERATING SUP PUMP FOR SPRAYER	000000	61.99
		I-B39228/4	100-41208-2422	PARTS-EQUIPME BOLTS/WASHERS/NUTS	000000	19.47
01-01240	LITTKE'S STORE					
		I-028740	100-41208-2422	PARTS-EQUIPME 2 ECHO BLADE KITS	000000	99.98
01-01250	LOCKE SUPPLY COMPANY					
		I-1610243-00	100-41208-2422	PARTS-EQUIPME PLUG END'S FOR CORE MACHINE	000000	11.89

PACKET: 04967 8/31/2011
VENDOR SET: 01
FUND : 100 GENERAL FUND
DEPARTMENT: 1208 STREETS MAINTENANCE BANK: FNBAP
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01260	WESTERN EQUIPMENT LLC					
		I-99668	100-41208-2425	FUEL, OIL, ET BATTERY FOR JD MOWER	000000	106.54
01-01570	OCT EQUIPMENT, INC					
		I-120028	100-41208-2425	FUEL, OIL, ET TRANSMISSION OIL CASE LOADER	000000	19.38
01-04345	CASWELL-ORTH CONST CO I					
		I-3062	100-41208-2476	SIDEWALK REPA CURB MIX 20TH OPAL/MODELLE	000000	325.94
01-04605	O'REILLY AUTOMOTIVE INC					
		I-0243-292993	100-41208-2421	PARTS-VEHICLE CABIN AIR/FILTER	000000	56.20
		I-0243-293005	100-41208-2421	PARTS-VEHICLE RADIATOR CAP	000000	3.43
		I-0243-294272	100-41208-2425	FUEL, OIL, ET HYD OIL- STREET SWEEPER	000000	89.98
		I-0243-295673	100-41208-2422	PARTS-EQUIPME AIR FILTER- STR SWEEPER	000000	32.90
01-07820	CDW GOVERNMENT INC					
		I-ZFH3728	100-41208-2470	FACILITIES MA OUTDOOR BRIDGE STREETS/FRISCO	000000	126.40
01-09435	AMERICAN ELECTRIC POWER					
		I-SEPT-11	100-41208-2076	STREET LIGHTI ELECTRIC SERVICE/ALL DEPTS	000000	0.00
01-11010	CIRCUIT ENGINEERING DIS					
		I-103930	100-41208-2482	TRAFFIC/STREE STREET SIGNS	000000	612.00
				DEPARTMENT 1208 STREETS MAINTENANCE TOTAL:		4,669.73
01-00255	CLINTON LAUNDRY AND CLE					
		I-625641	100-41408-2435	UNIFORM SERVI UNIFORM RENTAL	000000	0.50
		I-626989	100-41408-2435	UNIFORM SERVI UNIFORM RENTAL	000000	0.50
		I-628333	100-41408-2435	UNIFORM SERVI UNIFORM RENTAL	000000	7.50
		I-629768	100-41408-2435	UNIFORM SERVI UNIFORM RENTAL	000000	0.50
		I-631149	100-41408-2435	UNIFORM SERVI UNIFORM RENTAL	000000	0.50
01-00730	FARM PLAN/ATWOODS					
		I-B32454/4	100-41408-2410	OPERATING SUP AIR PUMP ATTACHMENTS	000000	19.99
		I-B35325/4	100-41408-2420	TIRES, BATTER REFRIGERANT - ACME PICK UP	000000	9.59
01-00955	HINZ REFRIGERATION INC					
		I-010576	100-41408-2130	FACILITIES RE LOBBY UNIT SERVICE	000000	97.50
		I-010592	100-41408-2130	FACILITIES RE WT ROOM UNIT SERVICE	000000	97.50
01-01125	K-MART #4782					
		I-7211	100-41408-2410	OPERATING SUP ASP SUPPLIES TABLES/ORGANIZING	000000	287.83
		I-7275	100-41408-2405	OFFICE SUPPLI AFTER SCHOOL PROGRAM SUPPLIES	000000	52.05
		I-7275	100-41408-2410	OPERATING SUP AFTER SCHOOL PROGRAM SUPPLIES	000000	27.05
		I-7327	100-41408-2460	MISCELLANEOUS REFRIFERATOR/SHELVES/FOGGER/BA	000000	389.99
		I-7327	100-41408-2470	FACILITIES MA REFRIFERATOR/SHELVES/FOGGER/BA	000000	73.98
		I-7327	100-41408-2410	OPERATING SUP REFRIFERATOR/SHELVES/FOGGER/BA	000000	28.87

PACKET: 04938 8/15/11
VENDOR SET: 01
FUND : 100 GENERAL FUND
DEPARTMENT: 1408 RECREATION BANK: FNBAP
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01535	OKLAHOMA NATURAL GAS CO					
		I-AUG. 11	100-41408-2080	NATURAL GAS C NATURAL GAS SERVICE	067911	94.85
01-01925	AT&T					
		I-JULY-11	100-41408-2005	TELEPHONE TELEPHONE SERVICE	067889	93.61
01-07095	LEE OFFICE EQUIPMENT IN					
		I-94606	100-41408-2120	CONTRACTUAL S COPY SERV APR/MAY/JUN 2011 ABP	067905	46.81
01-09435	AMERICAN ELECTRIC POWER					
		I-AUG.11	100-41408-2075	ELECTRIC CHAR ELECTRIC SERVICE/ALL DEPTS	067887	3,579.04
		I-AUG.11	100-41408-2075	ELECTRIC CHAR ELECTRIC SERVICE/ALL DEPTS	067887	0.00
01-12205	CABLE ONE					
		I-Aug 2011	100-41408-2460	MISCELLANEOUS INT/CABLE ABP - AUG 2011	067890	43.00
01-13175	FLEETCOR DBA/FUELMAN					
		I-NP30890413	100-41408-2425	FUEL, OIL, ET FUEL USE	067901	95.93
				DEPARTMENT 1408 RECREATION TOTAL:		3,953.24
01-09435	AMERICAN ELECTRIC POWER					
		I-AUG.11	100-41409-2075	ELECTRIC CHAR ELECTRIC SERVICE/ALL DEPTS	067887	1,283.55
01-13175	FLEETCOR DBA/FUELMAN					
		I-NP30890413	100-41409-2425	FUEL, OIL, ET FUEL USE	067901	760.01
				DEPARTMENT 1409 ABP FIELDS/PK TOTAL:		2,043.56
01-01925	AT&T					
		I-JULY-11	100-41600-2005	TELEPHONE TELEPHONE SERVICE	067889	30.37
01-13175	FLEETCOR DBA/FUELMAN					
		I-NP30890413	100-41600-2425	FUEL, OIL, ET FUEL USE	067901	229.63
				DEPARTMENT 1600 CEMETERY TOTAL:		260.00
01-01150	KIWASH ELECTRIC					
		I-AUG-11	100-41700-2075	ELECTRIC CHAR BILLBOARD SIGN	067903	109.92
01-01535	OKLAHOMA NATURAL GAS CO					
		I-AUG. 11	100-41700-2080	NATURAL GAS C NATURAL GAS SERVICE	067911	607.46
01-01925	AT&T					
		I-JULY-11	100-41700-2005	TELEPHONE TELEPHONE SERVICE	067889	119.44
		I-JULY-11	100-41700-2020	DATA PROCESSI TELEPHONE SERVICE	067889	29.13

PACKET: 04926 8-10-11
VENDOR SET: 01
FUND : 100 GENERAL FUND
DEPARTMENT: 1408 RECREATION
BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBPY

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01675	OK MUN RETIREMENT FUND					
		I-OMR7A/11	100-41408-1060	CITY RETIREME CLINTON 014,DB, PLAN AAA	000000	650.34
		I-OMR7B/11	100-41408-1060	CITY RETIREME CLINTON 014,DB, PLAN AAA	000000	650.34
		I-OMR7C/11	100-41408-1060	CITY RETIREME CLINTON 014,DB, PLAN AAA	000000	669.85
01-10725	PRUDENTIAL INSURANCE CO					
		I-AUG 11	100-41408-1040	HEALTH & LIFE LIFE INSURANCE PREMIUMS	000000	11.34
01-10745	BLUE CROSS & BLUE SHIEL					
		I-AUG 11	100-41408-1040	HEALTH & LIFE HEALTH INSURANCE PREMIUMS	000000	2,049.50
01-15575	VISION SERVICE PLAN OF					
		I-AUG 11	100-41408-1046	VISION INSURA VISION SERVICE PLAN OF OKLAHOM	000000	36.36
				DEPARTMENT 1408 RECREATION TOTAL:		4,202.73
01-00500	DELTA DENTAL PLAN OF OK					
		I-AUG 11	100-41409-1045	DENTAL INSURA DENTAL INSURANCE PREMIUMS	000000	81.00
01-01675	OK MUN RETIREMENT FUND					
		I-OMR7A/11	100-41409-1060	CITY RETIREME CLINTON 014,DB, PLAN AAA	000000	422.28
		I-OMR7B/11	100-41409-1060	CITY RETIREME CLINTON 014,DB, PLAN AAA	000000	422.28
		I-OMR7C/11	100-41409-1060	CITY RETIREME CLINTON 014,DB, PLAN AAA	000000	434.94
01-10725	PRUDENTIAL INSURANCE CO					
		I-AUG 11	100-41409-1040	HEALTH & LIFE LIFE INSURANCE PREMIUMS	000000	6.81
01-10745	BLUE CROSS & BLUE SHIEL					
		I-AUG 11	100-41409-1040	HEALTH & LIFE HEALTH INSURANCE PREMIUMS	000000	1,229.70
01-15575	VISION SERVICE PLAN OF					
		I-AUG 11	100-41409-1046	VISION INSURA VISION SERVICE PLAN OF OKLAHOM	000000	18.18
				DEPARTMENT 1409 ABP FIELDS/PK TOTAL:		2,615.19
01-00500	DELTA DENTAL PLAN OF OK					
		I-AUG 11	100-41600-1045	DENTAL INSURA DENTAL INSURANCE PREMIUMS	000000	54.00
01-01675	OK MUN RETIREMENT FUND					
		I-OMR7A/11	100-41600-1060	CITY RETIREME CLINTON 014,DB, PLAN AAA	000000	278.47
		I-OMR7B/11	100-41600-1060	CITY RETIREME CLINTON 014,DB, PLAN AAA	000000	310.00
		I-OMR7C/11	100-41600-1060	CITY RETIREME CLINTON 014,DB, PLAN AAA	000000	294.88
01-10725	PRUDENTIAL INSURANCE CO					
		I-AUG 11	100-41600-1040	HEALTH & LIFE LIFE INSURANCE PREMIUMS	000000	4.54
01-10745	BLUE CROSS & BLUE SHIEL					

PACKET: 04967 8/31/2011
VENDOR SET: 01
FUND : 100 GENERAL FUND
DEPARTMENT: 1408 RECREATION BANK: FNBAP
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01125	K-MART #4782	continued				
		I-7406	100-41408-2410	OPERATING SUP PAPER GOODS/COFFEE SUPPLIES	000000	100.35
01-01215	LINDERER PRINTING COMPA					
		I-4512	100-41408-2405	OFFICE SUPPLI NAME TAGS- AFTER SCHOOL PROG.	000000	3.04
01-01250	LOCKE SUPPLY COMPANY					
		I-16070990-00	100-41408-2470	FACILITIES MA LIGHTS FOR INSIDE ACME	000000	193.07
01-01535	OKLAHOMA NATURAL GAS CO					
		I-SEPT-11	100-41408-2080	NATURAL GAS C NATURAL GAS SERVICE	000000	0.00
01-01735	PEPSI COLA BOTTLING CO,					
		I-0810211	100-41408-2416	CONCESSIONS F WATER	000000	80.00
		I-0810212	100-41408-2416	CONCESSIONS F GATORADE	000000	68.00
		I-0810456	100-41408-2416	CONCESSIONS F WATER	000000	48.00
		I-810352	100-41408-2416	CONCESSIONS F WATER/GATORADE	000000	108.00
01-01950	HAC, INC, DBA HOMELAND,					
		I-164460	100-41408-2410	OPERATING SUP AFTER SCHOOL PROGRAM FOOD	000000	21.11
		I-164476	100-41408-2410	OPERATING SUP AFTER SCHOOL PROG SNACKS	000000	132.91
		I-170564	100-41408-2410	OPERATING SUP COFFEE/GLUE/BINDER/COKE/DDP/DP	000000	33.63
		I-170564	100-41408-2405	OFFICE SUPPLI COFFEE/GLUE/BINDER/COKE/DDP/DP	000000	7.75
		I-170564	100-41408-2416	CONCESSIONS F COFFEE/GLUE/BINDER/COKE/DDP/DP	000000	36.14
		I-175428	100-41408-2410	OPERATING SUP ACME AFTER SCHOOL FOOD	000000	110.13
		I-175428	100-41408-2465	JANITORIAL SU ACME AFTER SCHOOL FOOD	000000	16.63
		I-175442	100-41408-2410	OPERATING SUP ACME AFTER SCHOOL FOOD	000000	113.09
01-03330	ROGER BURTON					
		I-AUG-11	100-41408-2120	CONTRACTUAL S UMPIRE 16 GAMES	000000	320.00
01-04020	FIRST PLACE PRINTING					
		I-1409	100-41408-2410	OPERATING SUP SEMI COED SOFTBALL SHIRTS	000000	185.00
01-06730	SPORT SUPPLY GROUP INC					
		I-94129405	100-41408-2410	OPERATING SUP BATS/AFTER SCHOOL PROG.	000000	224.85
		I-94129405	100-41408-2410	OPERATING SUP BATS/AFTER SCHOOL PROG.	000000	462.11
01-09355	BOB A. WHITE					
		I-AUG-11	100-41408-2120	CONTRACTUAL S UMPIRE 15 GAMES	000000	300.00
01-09360	SYDNEY C SMITH					
		I-AUGUST 2011	100-41408-2120	CONTRACTUAL S UMPIRE 14 GAMES	000000	280.00
01-09435	AMERICAN ELECTRIC POWER					
		I-SEPT-11	100-41408-2075	ELECTRIC CHAR ELECTRIC SERVICE/ALL DEPTS	000000	2,972.22
		I-SEPT-11	100-41408-2075	ELECTRIC CHAR ELECTRIC SERVICE/ALL DEPTS	000000	0.00
01-10310	BLAKE MENDEZ					

PACKET: 04967 8/31/2011
VENDOR SET: 01
FUND : 100 GENERAL FUND
DEPARTMENT: 1408 RECREATION BANK: FNBAP
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-10310	BLAKE MENDEZ	continued				
		I-AUG-11	100-41408-2120	CONTRACTUAL S UMPIRE 31 GAMES	000000	620.00
01-12180	WESTERN OK TIRE & SERVI					
		I-153441	100-41408-2420	TIRES, BATTER TUBE CURB ACME	000000	8.00
01-12340	LOWE'S CREDIT SERVICES					
		I-1470065	100-41408-2410	OPERATING SUP METAL FOLDING CHAIRS	000000	237.00
01-13135	SHERRE R. SHEPHARD					
		I-AUG-2011	100-41408-2120	CONTRACTUAL S 10 AEROBIC CLASSES	000000	100.00
01-14490	RAYMOND E VERMILLION					
		I-AUG-2011	100-41408-2120	CONTRACTUAL S SCOREKEEPER 39 GAMES	000000	390.00
01-14545	ALL PHASE BUSINESS SUPP					
		I-64507	100-41408-2410	OPERATING SUP THERMAL PAPER/CLEANING CARDS	000000	210.28
01-15040	JODEE CHAD DUNLAP					
		I-AUG 2011	100-41408-2120	CONTRACTUAL S UMPIRE 15 GAMES	000000	300.00
01-15295	TIMELINE RESULTS					
		I-1193	100-41408-2120	CONTRACTUAL S RACE BIBS PRINTED	000000	146.03
01-15665	OK SPORTS AND FITNESS					
		I-070210-186	100-41408-2016	ADVERTISING DOWNTOWN DASH AD	000000	200.00
01-15675	JENNIFER OSBORN					
		I-8-30-11	100-41408-2120	CONTRACTUAL S CPR/1ST AID COUNSELORS/POOL	000000	200.00
				DEPARTMENT 1408 RECREATION TOTAL:		9,321.19
01-00255	CLINTON LAUNDRY AND CLE					
		I-625641	100-41409-2435	UNIFORM SERVI UNIFORM RENTAL	000000	16.05
		I-626989	100-41409-2435	UNIFORM SERVI UNIFORM RENTAL	000000	16.05
		I-628333	100-41409-2435	UNIFORM SERVI UNIFORM RENTAL	000000	16.05
		I-629768	100-41409-2435	UNIFORM SERVI UNIFORM RENTAL	000000	23.05
		I-631149	100-41409-2435	UNIFORM SERVI UNIFORM RENTAL	000000	16.05
01-00260	ELK SUPPLY CO INC					
		C-29	100-41409-2046	EQUIPMENT REP POSTED WRONG VENDOR	000000	110.00-
		I-29	100-41409-2046	EQUIPMENT REP JOHN DEERE 5525 BACK GLASS	000000	110.00
		I-623413/5	100-41409-2470	FACILITIES MA REBAR - CURB ACME	000000	6.67
01-00590	DOLESE BROTHERS CO.					
		I-RM11042115	100-41409-2470	FACILITIES MA CURB/ACME	000000	133.50
01-00730	FARM PLAN/ATWOODS					

PACKET: 04967 8/31/2011
VENDOR SET: 01
FUND : 100 GENERAL FUND
DEPARTMENT: 1409 ABP FIELDS/PK BANK: FNBAP
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00730	FARM PLAN/ATWOODS	continued				
		I-B35624/4	100-41409-2410	OPERATING SUP GREASE	000000	30.79
		I-B42672/4	100-41409-2410	OPERATING SUP REBAR	000000	74.25
		I-B44267/4	100-41409-2422	PARTS - EQUIP BATTERY FOR GEN/WELDER	000000	64.99
		I-B44291/4	100-41409-2410	OPERATING SUP SAFETY GLASSES/AUGER BIT	000000	26.88
		I-B4447/4	100-41409-2410	OPERATING SUP ZIP TIES SOCCER FENCE	000000	11.34
01-00955	HINZ REFRIGERATION INC					
		I-011416	100-41409-2130	FACILITIES RE SOCCER AC UNIT SERVICE	000000	117.50
01-01240	LITTKE'S STORE					
		I-028448	100-41409-2410	OPERATING SUP WEEDEATER	000000	229.95
		I-028460	100-41409-2410	OPERATING SUP STRING	000000	52.99
		I-028479	100-41409-2410	OPERATING SUP EDGER BLADES	000000	23.70
		I-028649	100-41409-2470	FACILITIES MA SEED AND WEEDEATER	000000	70.49
		I-8255991	100-41409-2410	OPERATING SUP REPAIR EDGER	000000	103.79
01-01250	LOCKE SUPPLY COMPANY					
		C-16099222-00	100-41409-2470	FACILITIES MA RETURN TANK	000000	44.62-
		I-15904469-00	100-41409-2471	FIELD MAINTEN IRRIGATION PARTS	000000	15.97
		I-15906542-00	100-41409-2470	FACILITIES MA TANK	000000	140.40
		I-16088924-00	100-41409-2470	FACILITIES MA NEW TANKS FOR TOILETS	000000	178.46
		I-16095166-00	100-41409-2470	FACILITIES MA TOILET BOWLS DAMAGED ACME	000000	122.14
01-01260	WESTERN EQUIPMENT LLC					
		C-98192	100-41409-2422	PARTS - EQUIP RETURN WINDOW	000000	87.86-
		I-87158	100-41409-2410	OPERATING SUP BLADE GAUGE	000000	6.95
		I-89399	100-41409-2422	PARTS - EQUIP MOWER BEARING	000000	187.25
		I-97616	100-41409-2422	PARTS - EQUIP SEAT CABLE/WINDOW	000000	165.25
		I-98483	100-41409-2046	EQUIPMENT REP RPR 997Z TRACK	000000	1,083.98
01-02010	SHERWIN-WILLIAMS CO.					
		I-3636-0	100-41409-2471	FIELD MAINTEN FIELD PAINT	000000	481.00
01-04605	O'REILLY AUTOMOTIVE INC					
		I-0243-292360	100-41409-2410	OPERATING SUP SOCKET	000000	8.99
01-07335	CLINTON AUTO GLASS INC					
		I-29	100-41409-2046	EQUIPMENT REP JOHN DEERE 5525 BACK GLASS	000000	110.00
01-09435	AMERICAN ELECTRIC POWER					
		I-SEPT-11	100-41409-2075	ELECTRIC CHAR ELECTRIC SERVICE/ALL DEPTS	000000	0.00
01-12180	WESTERN OK TIRE & SERVI					
		I-153478	100-41409-2045	VEHICLE REPAI FRONT END ALIGN 2000 PICK UP	000000	69.00
		I-153937	100-41409-2422	PARTS - EQUIP TIRE FOR 16' TRAILER	000000	112.50
01-13760	DAVIS PIPE & SUPPLY INC					
		I-S1206874.001	100-41409-2471	FIELD MAINTEN SOLENOID VALVES/FREIGHT	000000	118.15

PACKET: 04967 8/31/2011
VENDOR SET: 01
FUND : 100 GENERAL FUND
DEPARTMENT: 1409 ABP FIELDS/PK BANK: FNBAP
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION		CHECK#	AMOUNT
01-13760	DAVIS PIPE & SUPPLY INC continued						
		I-S1207644.001	100-41409-2471	FIELD MAINTEN	PGE VALVE 2	000000	123.23
01-15045	JEFF BAILEY ELECTRIC, L						
		I-1251	100-41409-2120	CONTRACTUAL S	WIRE WELL HOUSE ACME	000000	378.16
01-15355	WINFIELD SOLUTION, LLC						
		I-000056399402	100-41409-2440	CHEMICALS	2-4D/RED ANT CONTROL	000000	44.93
		I-000056399405	100-41409-2440	CHEMICALS	2-4D/RED ANT CONTROL	000000	13.00
		I-000057218564	100-41409-2439	FERTILIZERS	FERTILIZER	000000	501.00
				DEPARTMENT 1409	ABP FIELDS/PK	TOTAL:	4,761.97
01-00255	CLINTON LAUNDRY AND CLE						
		I-625641	100-41600-2435	UNIFORM SERVI	UNIFORM RENTAL	000000	10.50
		I-626989	100-41600-2435	UNIFORM SERVI	UNIFORM RENTAL	000000	10.50
		I-628333	100-41600-2435	UNIFORM SERVI	UNIFORM RENTAL	000000	10.50
		I-629768	100-41600-2435	UNIFORM SERVI	UNIFORM RENTAL	000000	10.50
		I-631149	100-41600-2435	UNIFORM SERVI	UNIFORM RENTAL	000000	17.50
01-01570	OCT EQUIPMENT, INC						
		I-119987	100-41600-2422	PARTS - EQUIP	MOTOR OIL/BUCKET TOOTH	000000	106.43
01-15355	WINFIELD SOLUTION, LLC						
		I-56402400	100-41600-2440	CHEMICALS	ANT KILLER/ROUND UP	000000	195.99
				DEPARTMENT 1600	CEMETERY	TOTAL:	361.92
01-00120	ARTIC AIR REFRIG. INC.						
		I-013926	100-41700-2130	FACILITIES RE	FILT MAINT LIBRARY	000000	257.00
01-00255	CLINTON LAUNDRY AND CLE						
		I-107114	100-41700-2465	JANITORIAL SU	CLINTON LAUNDRY AND CLEANERS I	000000	573.62
		I-625641	100-41700-2435	UNIFORM SERVI	UNIFORM RENTAL	000000	5.00
		I-626989	100-41700-2435	UNIFORM SERVI	UNIFORM RENTAL	000000	5.00
		I-628333	100-41700-2435	UNIFORM SERVI	UNIFORM RENTAL	000000	5.00
		I-629768	100-41700-2435	UNIFORM SERVI	UNIFORM RENTAL	000000	5.00
		I-631149	100-41700-2435	UNIFORM SERVI	UNIFORM RENTAL	000000	5.00
01-00735	FARMER BROTHERS CO						
		I-54888213-SO	100-41700-2410	OPERATING SUP	COFFE/ENERGY CHARGE	000000	127.87
01-00955	HINZ REFRIGERATION INC						
		I-011415	100-41700-2130	FACILITIES RE	RPRS TO AC SYSTEM CITY HALL	000000	232.78
01-01535	OKLAHOMA NATURAL GAS CO						
		I-SEPT-11	100-41700-2080	NATURAL GAS C	NATURAL GAS SERVICE	000000	116.27

PACKET: 04926 8-10-11
VENDOR SET: 01
FUND : 100 GENERAL FUND
DEPARTMENT: 1600 CEMETERY BANK: FNBPY
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-10745	BLUE CROSS & BLUE SHIEL	continued				
		I-AUG 11	100-41600-1040	HEALTH & LIFE HEALTH INSURANCE PREMIUMS	000000	819.80
01-15575	VISION SERVICE PLAN OF					
		I-AUG 11	100-41600-1046	VISION INSURA VISION SERVICE PLAN OF OKLAHOM	000000	12.12
				DEPARTMENT 1600 CEMETERY TOTAL:		1,773.81
01-00500	DELTA DENTAL PLAN OF OK					
		I-AUG 11	100-41700-1045	DENTAL INSURA DENTAL INSURANCE PREMIUMS	000000	27.00
01-01675	OK MUN RETIREMENT FUND					
		I-OMR7A/11	100-41700-1060	CITY RETIREME CLINTON 014,DB, PLAN AAA	000000	116.39
		I-OMR7B/11	100-41700-1060	CITY RETIREME CLINTON 014,DB, PLAN AAA	000000	116.39
		I-OMR7C/11	100-41700-1060	CITY RETIREME CLINTON 014,DB, PLAN AAA	000000	119.88
01-10725	PRUDENTIAL INSURANCE CO					
		I-AUG 11	100-41700-1040	HEALTH & LIFE LIFE INSURANCE PREMIUMS	000000	2.27
01-10745	BLUE CROSS & BLUE SHIEL					
		I-AUG 11	100-41700-1040	HEALTH & LIFE HEALTH INSURANCE PREMIUMS	000000	409.90
01-15575	VISION SERVICE PLAN OF					
		I-AUG 11	100-41700-1046	VISION INSURA VISION SERVICE PLAN OF OKLAHOM	000000	6.06
				DEPARTMENT 1700 FACILITIES MAINTENANCE TOTAL:		797.89
				FUND 100 GENERAL FUND TOTAL:		52,655.45

PACKET: 04938 8/15/11
VENDOR SET: 01
FUND : 100 GENERAL FUND
DEPARTMENT: 1700 FACILITIES MAINTENANCE BANK: FNBAP
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-09435	AMERICAN ELECTRIC POWER					
		I-AUG.11	100-41700-2075	ELECTRIC CHAR ELECTRIC SERVICE/ALL DEPTS	067887	6,719.95
01-11515	OK ENERGY SERVICES INC					
		I-11-07-005860-1	100-41700-2080	NATURAL GAS C NAT GAS CTY HLL/FRSCO JLY 2011	067909	18.90
01-12205	CABLE ONE					
		I-AUG- 2011	100-41700-2020	DATA PROCESSI CABLE/INTERNET - FRISCO/CITY	067890	189.95
01-13175	FLEETCOR DBA/FUELMAN					
		I-NP30890413	100-41700-2425	FUEL, OIL, ET FUEL USE	067901	0.00
				DEPARTMENT 1700 FACILITIES MAINTENANCE TOTAL:		7,794.75
				FUND 100 GENERAL FUND TOTAL:		38,999.90

VENDOR SET: 01 CITY OF CLINTON ITEMS PRINTED: PAID, UNPAID
PACKET: 04934 8/12/11
FUND : 100 GENERAL FUND
DEPARTMENT: 1700 FACILITIES MAINTENANCE BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1	DIGITAL RIVER	I-569621	100-41700-2020	DIGITAL RIVER: LOTUS TO OUTLO		250.00
01-1	AT&T WIRELESS	I-7/13/11	100-41700-2020	AT&T WIRELESS: IPAD WIFI		25.00
				DEPARTMENT 1700 FACILITIES MAINTENANCE TOTAL:		275.00
				FUND 100 GENERAL FUND TOTAL:		275.00
				REPORT GRA TOTAL:		275.00

PACKET: 04967 8/31/2011
VENDOR SET: 01
FUND : 100 GENERAL FUND
DEPARTMENT: 1700 FACILITIES MAINTENANCE BANK: FNBAP
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-02220	T.H. ROGERS LUMBER CO.					
		I-1077573	100-41700-2470	FACILITIES MA KEYS CITY HALL - NEW DOORS	000000	30.00
01-04015	TERMINIX INTERNATIONAL					
		I-306832822	100-41700-2120	CONTRACTUAL S ANNUAL PLAN - CITY HALL	000000	628.56
		I-307177121	100-41700-2120	CONTRACTUAL S ANNUAL PLAN- CLINTON LIBRARY	000000	407.40
		I-8-24-11	100-41700-2120	CONTRACTUAL S ANNUAL PLAN- SR CITIZENS CTR	000000	349.20
01-06145	BOBBY J. BEAUCHAMP DBA					
		I-12472	100-41700-2130	FACILITIES RE RE-KEY AND KEYS FOR CITY HALL	000000	360.00
01-07820	CDW GOVERNMENT INC					
		C-ZFX0538	100-41700-2020	DATA PROCESSI RETURNED CYBER POWER	000000	659.88-
		I-ZCM9869	100-41700-2020	DATA PROCESSI TRIPLITE SERVERS	000000	850.00
		I-ZCN0541	100-41700-2020	DATA PROCESSI CYPERPOWER - CITY HALL SERVERS	000000	659.88
		I-ZFB6911	100-41700-2020	DATA PROCESSI SERVERS/CABLE TIES/CABLE	000000	78.98
		I-ZGL9214	100-41700-2020	DATA PROCESSI BLACK BOX CABLE CLAMPS	000000	28.72
		I-ZJF9533	100-41700-2020	DATA PROCESSI HARD DRIVE SCREWS (32 PKS)	000000	1.92
01-09435	AMERICAN ELECTRIC POWER					
		I-SEPT-11	100-41700-2075	ELECTRIC CHAR ELECTRIC SERVICE/ALL DEPTS	000000	223.57
01-15565	SHRED-IT USA INC.					
		I-10011052567	100-41700-2120	CONTRACTUAL S PPR RECYCLING 2011/2012	000000	100.00
		I-10011052568	100-41700-2120	CONTRACTUAL S PPR RECYCLING 2011/2012	000000	100.00

DEPARTMENT 1700 FACILITIES MAINTENANCE TOTAL: 4,490.89

FUND 100 GENERAL FUND TOTAL: 75,755.27

PACKET: 04938 8/15/11
VENDOR SET: 01
FUND : 430 CAPITAL IMPROVEMNT
DEPARTMENT: 0200 ADMINISTRATION
BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-15235	CANON FINANCIAL SERVICE					
		I-11174460	430-40200-3010	OFFICE FURNIT 36 MONTH LEASE COPIER	067891	348.00
				DEPARTMENT 0200 ADMINISTRATION TOTAL:		348.00
01-15150	PNC BANK, N.A. dba PNCE					
		I-3697407	430-41308-3030	OTHER EQUIPME LSE/PURCH GOLF CARTS	067912	2,025.00
				DEPARTMENT 1308 GOLF COURSE MAINTENANCE TOTAL:		2,025.00
01-05615	JOE D HALL GEN CONTR. L					
		I-004	430-41700-3005	BUILDING REMO ROOF/WINDOW PROJECT	067902	94,578.00
				DEPARTMENT 1700 FACILITIES TOTAL:		94,578.00
				FUND 430 CAPITAL IMPROVEMNT TOTAL:		96,951.00

PACKET: 04967 8/31/2011
VENDOR SET: 01
FUND : 430 CAPITAL IMPROVEMNT
DEPARTMENT: 0200 ADMINISTRATION BANK: FNBAP
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-07820	CDW GOVERNMENT INC					
		C-ZDF4872	430-40200-3010	OFFICE FURNIT REMOVE SHIPPING PO 88168	000000	26.62-
				DEPARTMENT 0200 ADMINISTRATION TOTAL:		26.62-
01-01125	K-MART #4782					
		I-4797	430-40503-3030	OTHER EQUIPME DIGITAL CAMERAS/ CUPS	000000	1,499.97
01-07820	CDW GOVERNMENT INC					
		I-ZJC4315	430-40503-3030	OTHER EQUIPME THINK PAD EDGE	000000	636.99
		I-ZJN5899	430-40503-3030	OTHER EQUIPME THIN CLIENT/QUICK RELEASE MNT	000000	1,449.75
01-08400	CRUISERS DIVISION SOUTH					
		I-A40115	430-40503-3030	OTHER EQUIPME OUTFIT UNIT #18	000000	4,617.00
		I-A40146	430-40503-3030	OTHER EQUIPME OUTFIT UNIT #15	000000	4,617.00
01-15670	PNEU-DART, INC					
		I-100969	430-40503-3030	OTHER EQUIPME DART GUN (ACO)	000000	538.46
				DEPARTMENT 0503 POLICE OPERATIONS TOTAL:		13,359.17
01-12805	JESSIE MUSICK CONCRETE					
		I-497507	430-41208-3036	STREET IMPROV CONCRETE PANELS GARY BLVD	000000	2,160.00
01-14020	WELCH STATE BANK					
		I-SEPT-11	430-41208-3030	OTHER EQUIPME LSE/PURCH. DURAPATCHER	000000	998.54
				DEPARTMENT 1208 STREETS MAINTENANCE TOTAL:		3,158.54
01-08200	PROFESSIONAL TURF PRODU					
		I-4016097-00	430-41308-3030	OTHER EQUIPME MULT PRO 1250 SPRAYER	000000	30,532.34
		I-4016137-00	430-41308-3030	OTHER EQUIPME FLEX 21 WLKNG GRNS MOWER	000000	2,500.00
				DEPARTMENT 1308 GOLF COURSE MAINTENANCE TOTAL:		33,032.34
01-01775	A.W. POOL INC.					
		I-CLTN 11-001	430-41409-3030	OTHER EQUIPME PULL WELL - ACME	000000	6,583.00
				DEPARTMENT 1409 PKS/ABP BALLFIELDS TOTAL:		6,583.00
01-02740	RANDOLPH S MEACHAM, P.C					
		I-33512	430-41700-3040	LAND/BUILDING PHONE CONF/LAND AQUIS/PD/WTR	000000	270.84
01-07820	CDW GOVERNMENT INC					

VENDOR SET: 01 CITY OF CLINTON ITEMS PRINTED: PAID, UNPAID
PACKET: 04945 8/22/2011
FUND : 430 CAPITAL IMPROVEMNT
DEPARTMENT: 1700 FACILITIES BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1	JIMMY JOHNSON REAL ESTA	I-8/22/11	430-41700-3040	JIMMY JOHNSON REAL ESTATE: ES 067919		4,500.00
			DEPARTMENT 1700	FACILITIES TOTAL:		4,500.00
			FUND 430	CAPITAL IMPROVEMNT TOTAL:		4,500.00
				REPORT GRA TOTAL:		4,500.00

PACKET: 04967 8/31/2011
VENDOR SET: 01
FUND : 430 CAPITAL IMPROVEMNT
DEPARTMENT: 1700 FACILITIES BANK: FNBAP
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-07820	CDW GOVERNMENT INC	continued				
		I-ZGV2020	430-41700-3010	OFFICE FURNIT CISCO SERVERS	000000	255.67
		I-ZGV7385	430-41700-3010	OFFICE FURNIT HARD DRIVE/CARD/CAMERA MOUNT	000000	1,263.53
		I-ZHM4559	430-41700-3010	OFFICE FURNIT HANDYCAM	000000	109.24
		I-ZJH3492	430-41700-3010	OFFICE FURNIT ADAPTOR/REMOTE CONTROL/OUTLETS	000000	79.12
		I-ZJK7722	430-41700-3010	OFFICE FURNIT VM HOST/SERVERS	000000	1,757.69
		I-ZKR6119	430-41700-3010	OFFICE FURNIT EDGE MODULE SERVER	000000	258.48
				DEPARTMENT 1700 FACILITIES TOTAL:		3,994.57
				FUND 430 CAPITAL IMPROVEMNT TOTAL:		60,101.00

PACKET: 04938 8/15/11
VENDOR SET: 01
FUND : 520 HOUSING/HOPE VI FUND
DEPARTMENT: 4900 HOUSING-HOPE VI MAIN STR BANK: FNBAP
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01535	OKLAHOMA NATURAL GAS CO					
		I-AUG-11	520-44900-2080	NATURAL GAS C NAT GAS APT 1	067911	29.04
		I-AUG-11	520-44900-2080	NATURAL GAS C NAT GAS APT 2	067911	29.04
		I-AUG-11	520-44900-2080	NATURAL GAS C NAT GAS APT 3	067911	29.04
		I-AUG-11	520-44900-2080	NATURAL GAS C NAT GAS APT 4	067911	29.04
		I-AUG-11	520-44900-2080	NATURAL GAS C NAT GAS HALL/ANNEX	067911	29.04
01-01925	AT&T					
		I-JULY-11	520-44900-2005	TELEPHONE TELEPHONE SERVICE	067889	58.26
01-09435	AMERICAN ELECTRIC POWER					
		I-AUG-11	520-44900-2075	ELECTRIC CHAR ELECTRIC SERVICE APT 1 FINAL	067887	50.50
		I-AUG-11	520-44900-2075	ELECTRIC CHAR ELECTRIC SERVICE APT 2	067887	68.22
		I-AUG-11	520-44900-2075	ELECTRIC CHAR ELECTRIC SERVICE APT 3 FINAL	067887	99.55
		I-AUG-11	520-44900-2075	ELECTRIC CHAR ELECTRIC SERVICE APT 4 FINAL	067887	129.51
		I-AUG-11	520-44900-2075	ELECTRIC CHAR ELECTRIC SERVICE HALL/ANNEX	067887	99.96
				DEPARTMENT 4900 HOUSING-HOPE VI MAIN STR TOTAL:		651.20
				FUND 520 HOUSING/HOPE VI FUND TOTAL:		651.20

VENDOR SET: 01 CITY OF CLINTON ITEMS PRINTED: PAID, UNPAID
PACKET: 04932 8/11/11
FUND : 520 HOUSING/HOPE VI FUND
DEPARTMENT: 4900 HOUSING-HOPE VI MAIN STR BANK: ALL

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1	FIND LEGAL FORMS.COM	I-7/2011	520-44900-2120	FIND LEGAL FORMS.COM: APT REN		4.99
				DEPARTMENT 4900 HOUSING-HOPE VI MAIN S TOTAL:		4.99
				FUND 520 HOUSING/HOPE VI FUND TOTAL:		4.99
				REPORT GRA TOTAL:		4.99

PACKET: 04967 8/31/2011
VENDOR SET: 01
FUND : 520 HOUSING/HOPE VI FUND
DEPARTMENT: 4900 HOUSING-HOPE VI MAIN STR BANK: FNBAP
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00260	ELK SUPPLY CO INC					
		I-623821/5	520-44900-2130	FACILITIES RE PAINT/HOOK AND EYE/BRUSH	000000	9.44
		I-623935/5	520-44900-2130	FACILITIES RE LOCKTITE FOR SCREWS	000000	8.42
		I-623976/5	520-44900-2130	FACILITIES RE NUTS/BOLTS	000000	0.90
		I-624021/5	520-44900-2470	FACILITIES MA CLOSER DOOR	000000	67.99
		I-624112/5	520-44900-2470	FACILITIES MA PAINT/CHALK POWDER ORANGE	000000	14.46
01-09805	O.S.B.I. (BACKGROUND CK					
		I-.146880	520-44900-2120	CONTRACTUAL S HOPE PROJECT BKGRND CHECKS	000000	38.00
		I-146880	520-44900-2120	CONTRACTUAL S CHECKS RENTAL APPS	000000	76.00
		I-146880.	520-44900-2120	CONTRACTUAL S BCK/GRD CHKS APARTMENTS	000000	38.00

DEPARTMENT 4900 HOUSING-HOPE VI MAIN STR TOTAL: 253.21

FUND 520 HOUSING/HOPE VI FUND TOTAL: 253.21

PACKET: 04938 8/15/11
VENDOR SET: 01
FUND : 760 CENTRAL GARAGE FUND
DEPARTMENT: 3600 CENTRAL GARAGE BANK: FNBAP
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01535	OKLAHOMA NATURAL GAS CO					
		I-AUG. 11	760-43600-2080	NATURAL GAS C NATURAL GAS SERVICE	067911	35.99
01-01925	AT&T					
		I-JULY-11	760-43600-2005	TELEPHONE TELEPHONE SERVICE	067889	30.62
01-09435	AMERICAN ELECTRIC POWER					
		I-AUG.11	760-43600-2075	ELECTRIC CHAR ELECTRIC SERVICE/ALL DEPTS	067887	206.08
				DEPARTMENT 3600 CENTRAL GARAGE TOTAL:		272.69
				FUND 760 CENTRAL GARAGE FUND TOTAL:		272.69
				REPORT GRAND TOTAL:		647,414.24

PACKET: 04967 8/31/2011
VENDOR SET: 01
FUND : 760 CENTRAL GARAGE FUND
DEPARTMENT: 3600 CENTRAL GARAGE BANK: FNBAP
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00155	BALLARD'S OF CLINTON IN					
		I-76961	760-43600-2421	PARTS-VEHICLE SHAFT/BEARING/SEAL #17 PD	000000	270.12
		I-77060	760-43600-2421	PARTS-VEHICLE WATER PUMP #11 POLICE	000000	92.73
01-00260	ELK SUPPLY CO INC					
		I-623830/5	760-43600-2421	PARTS-VEHICLE FOAM TAPE #22	000000	4.79
01-01535	OKLAHOMA NATURAL GAS CO					
		I-SEPT-11	760-43600-2080	NATURAL GAS C NATURAL GAS SERVICE	000000	0.00
01-01570	OCT EQUIPMENT, INC					
		I-119989	760-43600-2421	PARTS-VEHICLE OIL/FUEL/HYD FILTERS	000000	645.61
01-04215	WELDON PARTS, INC					
		I-656702-00	760-43600-2421	PARTS-VEHICLE BRAKE PAD STOCK	000000	140.64
01-04605	O'REILLY AUTOMOTIVE INC					
		C-0243-297071	760-43600-2421	PARTS-VEHICLE HATCH SUPPORT SKID LOADER	000000	63.50-
		I-0243-0294037	760-43600-2421	PARTS-VEHICLE V-BELT PARKS	000000	34.66
		I-0243-290281	760-43600-2421	PARTS-VEHICLE DISC PADS #17 PD	000000	55.27
		I-0243-291053	760-43600-2421	PARTS-VEHICLE ADAPTERS #15	000000	8.16
		I-0243-291054	760-43600-2421	PARTS-VEHICLE OIL	000000	6.99
		I-0243-291102	760-43600-2421	PARTS-VEHICLE HYD HOSE #22	000000	32.04
		I-0243-291122	760-43600-2421	PARTS-VEHICLE HYD OIL #15	000000	119.98
		I-0243-291607	760-43600-2421	PARTS-VEHICLE BATTERY - SKID LOADER	000000	101.99
		I-0243-291734	760-43600-2421	PARTS-VEHICLE HYD HOSE #15	000000	28.76
		I-0243-291768	760-43600-2421	PARTS-VEHICLE OIL CHANGE #22	000000	6.99
		I-0243-292313	760-43600-2421	PARTS-VEHICLE ROTORS/DISC PAD - BI	000000	211.23
		I-0243-292557	760-43600-2421	PARTS-VEHICLE WIPER BLADES #70	000000	9.98
		I-0243-292655	760-43600-2421	PARTS-VEHICLE HYD HOSE	000000	67.93
		I-0243-293094	760-43600-2410	OPERATING SUP TOOLS/EXTENSION/WRENCH	000000	59.94
		I-0243-293096	760-43600-2421	PARTS-VEHICLE FILTER/CABLE/CLNR/PROTECTOR	000000	76.60
		I-0243-293096	760-43600-2410	OPERATING SUP FILTER/CABLE/CLNR/PROTECTOR	000000	7.98
		I-0243-293239	760-43600-2421	PARTS-VEHICLE LIGHT SWITCH/MANIFOLD SET	000000	97.18
		I-0243-294303	760-43600-2421	PARTS-VEHICLE FUEL TANK REPAIR KIT	000000	10.99
		I-0243-295618	760-43600-2410	OPERATING SUP FUEL PUMP/FILTER/FUEL HOSE	000000	127.22
		I-0243-295620	760-43600-2421	PARTS-VEHICLE SHOCKS AND HOSE CLAMPS #5	000000	172.14
		I-0243-295708	760-43600-2421	PARTS-VEHICLE HYD OIL SANITATION BACK HOE	000000	89.98
		I-0243-295726	760-43600-2421	PARTS-VEHICLE BATTERY - STREET	000000	42.76
		I-0243-296015	760-43600-2421	PARTS-VEHICLE AIR FILTER PARKS	000000	3.63
		I-0243-296632	760-43600-2421	PARTS-VEHICLE BEARING #11 POLICE	000000	9.00
		I-0243-296703	760-43600-2421	PARTS-VEHICLE LIGHT BULBS	000000	15.98
		I-0243-296846	760-43600-2421	PARTS-VEHICLE HATCH SUPPORT SKID LOADER	000000	63.50
		I-0243-296881	760-43600-2421	PARTS-VEHICLE RADIATOR /THERMOSTAT/GASKET	000000	122.15
		I-0243-297073	760-43600-2421	PARTS-VEHICLE HYD HOSE #15	000000	28.76
		I-0243291623	760-43600-2421	PARTS-VEHICLE PWR STEERING FLUID/OIL FILTER	000000	96.24
01-06125	STEAGALL OIL COMPANY					
		I-316326	760-43600-2425	FUEL, OIL, ET 5/20 OIL - STOCK	000000	2,006.40

PACKET: 04967 8/31/2011
VENDOR SET: 01
FUND : 760 CENTRAL GARAGE FUND
DEPARTMENT: 3600 CENTRAL GARAGE BANK: FNBAP
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-09435	AMERICAN ELECTRIC POWER	I-SEPT-11	760-43600-2075	ELECTRIC CHAR ELECTRIC SERVICE/ALL DEPTS	000000	260.10
01-15605	GRAND BATTERY & ELECTRI	I-195367	760-43600-2421	PARTS-VEHICLE STARTER- STREET SWEEPER	000000	135.60
				DEPARTMENT 3600 CENTRAL GARAGE TOTAL:		5,200.52
				FUND 760 CENTRAL GARAGE FUND TOTAL:		5,200.52

PACKET: 04926 8-10-11
VENDOR SET: 01
FUND : 760 CENTRAL GARAGE FUND
DEPARTMENT: 3600 CENTRAL GARAGE BANK: FNBPY
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00500	DELTA DENTAL PLAN OF OK					
		I-AUG 11	760-43600-1045	DENTAL INSURA DENTAL INSURANCE PREMIUMS	000000	13.50
01-01675	OK MUN RETIREMENT FUND					
		I-OMR7A/11	760-43600-1060	CITY RETIREME CLINTON 014,DB, PLAN AAA	000000	99.90
		I-OMR7B/11	760-43600-1060	CITY RETIREME CLINTON 014,DB, PLAN AAA	000000	99.90
		I-OMR7C/11	760-43600-1060	CITY RETIREME CLINTON 014,DB, PLAN AAA	000000	102.90
01-10725	PRUDENTIAL INSURANCE CO					
		I-AUG 11	760-43600-1040	HEALTH & LIFE LIFE INSURANCE PREMIUMS	000000	1.13
01-10745	BLUE CROSS & BLUE SHIEL					
		I-AUG 11	760-43600-1040	HEALTH & LIFE HEALTH INSURANCE PREMIUMS	000000	204.95
01-15575	VISION SERVICE PLAN OF					
		I-AUG 11	760-43600-1046	VISION INSURA VISION SERVICE PLAN OF OKLAHOM	000000	3.03
				DEPARTMENT 3600 CENTRAL GARAGE TOTAL:		525.31
				FUND 760 CENTRAL GARAGE FUND TOTAL:		525.31

Clinton
Hub City of Western Oklahoma

Agenda Commentary

Item Title/ Subject: Custer County AARP Agreement

Staff Source: City Clerk Lisa Anders

History/Background Information: Previously the City budget has included a contribution to AARP in the form of fuel for their transportation program. The 2010-2011 budget allowed for an expenditure of $2,800.00. This was allotted each month by use of the Fuelman Card program. The 2011-2012 budget allows for an expenditure of $3,500.00 per the agreement being presented.

Item/Subject Summary: The agreement between AARP and City of Clinton contains requirement for providing transportation opportunities for handicapped, disabled and senior citizens of Clinton and documentation of the services provided. The City will contribute $3,500.00 to the transportation program if AARP.

Price/Cost: $3,500.00

Recommendation: Approval of Letter of Agreement

Clinton
Hub City of Western Oklahoma

Office of the City Manager

Steve A. Hewitt

August 3, 2011

Gerrie Cordes, President
Custer County AARP Chapert 1258
Clinton, OK 73601

W.C Waldrop, Transportation Chairman
Custer County AARP Chapter 1258
Clinton, OK 73601

Dear Gerrie and W. C,

Please review and sign this letter of agreement between Custer County AARP Chapter 1258 (Clinton) and the City of Clinton.

Custer County AARP Chapter 1258, will continue to provide transportation opportunities for the handicapped, disabled, and senior citizens of Clinton. Furthermore, Chapter 1258 shall meet all federal and state requirements and guidelines.

Chapter 1258, shall provide semi-annual reports to the City documenting the services and number of participants.

The City of Clinton will contribute $3,500.00, as appropriated by the City Council in the 2011-12 Fiscal Budget. Custer County AARP Chapter 1258, will present their annual request to the City by March 1st of each year. This ensures City Staff and City Council time to review during the annual budget process.

Please sign and return to the City Manager's office.

Gerrie Cordes
Custer County AARP Chapter 2158

Date: 9/5/11

W.C. Waldrop

Date: 8/5/2011

City of Clinton

Date:

Respectfully,

S.A.H.

Steve A. Hewitt, City Manager

Memorandum

To: Clinton City Council, City of Clinton City Manager

From: Toby Anders Code Enforcement Officer Clinton Police Dept.

Date: 08/29/2011

Re: Properties to be considered for Condemnation

I Toby Anders Code Enforcement Officer for the Clinton Police Dept. will be bringing to you 3 properties for the City of Clinton City Council to consider for Condemnation.

1. 527 S. 13th the property is owned by Bruce Metheny. This property has been under construction for several years without any progress. We have held two meetings with Bruce in regards to this property. One meeting was with our previous City Manager on 3/6/08 with minimal working being done following the meeting. The second hearing was on 6/2/11 with the current City Manager we discussed the situation on how the house needed to be secured and the privacy fence needed to be removed. Bruce advised that he could have the wall of the house back up and the fence removed within 60 days of the last hearing which he failed to do so. The City Manager and I are well aware of the all the problems that Mr. Metheny has had and we have given him every opportunity to repair the house, but he has failed to repair the house. At one point we had a Church group at that property and they donated their services to clean the outside of the property up for Mr. Metheny. They spent over 1 day cleaning and clearing trees, brush and trash from the front and the back of the house. I feel that due to lack of repairs and neglect this is a major safety and health hazard for the surrounding neighborhood that it should be condemned.

2. 711 Opal the property is owned by Patsy Jean Rhodes. In the past I have numerous problems with getting the owner to maintain the property starting in 2007. On April 27, 2011 I notified the owner that this structure was not secured and informed them that they need to secure it within 10 days and they failed to do so. There are several windows that are out and the side door of the building is only secured by nails. On one occasion when I was inspecting the property there was several cats in the building. The inside of the building is full combustible materials that possess a high fire danger to the surrounding houses.

3. 1420 Dunn the property is owned by Frank Sambrano & Yanet Rodriquez. (See attached report) Due to the amount of filth the building inspector and I felt there was enough imminent danger to temporarily condemn the house. I am bringing to the City Council this property to consider condemnation on to eliminate the health and safety hazards to the house itself and the surrounding neighborhood.

Toby Anders

Toby Anders Code Enforcement Officer

Clinton
Hub City of Western Oklahoma

Allen Bryson, Mayor
Steve Jones, Ward 1
Don Rodolph, Ward 2
Bob Marcy, Ward 3
Phyllis Smith, Ward 4

Office of Code Enforcement

Toby J. Anders
Code Enforcement Officer
City of Clinton, Oklahoma

August 29, 2011

RE: 1420 Dunn

On August 12, 2011, Building Inspector Robert Mc Down and I, Toby Anders, Code Enforcement Officer received a call from a concerned neighbor pertaining to a sewage problem at the above mentioned property. Robert and I arrived at 1420 Dunn about mid-afternoon and could smell the raw sewage from the street. We made contact with the owner/occupant at the property, her name is Yanet Rodriquez. We addressed the sewage smell with her and she admitted that there is a sewer problem and that it is draining into her basement. We inspected the basement and we estimated that there was 2-4 feet of raw sewage in the basement. Ms. Rodriquez said they had made attempts to fix it but was unable to do so. We advised her that it was not safe for her and her children to be there. (4 children and Ms. Rodriquez reside there, 1 child was not well at the time of our visit). We suggested that she find other living arrangements until she could remedy the sewage problem. She said she and her children had a place to go. We asked Ms. Rodriquez to contact us on Monday, August 15, 2011 in the morning time with a plan of action to remedy the sewage problem, and that until the sewage problem is fixed the water service would be terminated.

On Monday, August 15, 2011, mid-morning, Robert and I went to 1420 Dunn for our follow-up inspection. We found the children were in the home along with two sitters. The mom was not present. At that time we contacted all the utility companies to disconnect all services to the property. As Robert talked to ONG he discovered that there was no gas service to the property. The City Utility Office issued a work order for the disconnect of the water service for that afternoon. I called Larry Clifton area supervisor for PSO. We discussed the problem and then set a meeting time of 2:15p.m. that day with him. He advised us of the rules for a request to disconnect. This was to send a request by fax to the PSO office in Lawton to have the service disconnected due to safety reasons. We also contacted DHS and the Custer County Health Department to advise them of this unsafe health issue.

Robert and I returned to 1420 Dunn Monday, August 15, 2011 at 2:00p.m. to post the "Temporary Condemnation" notice on the property. This will not allow anyone to occupy the house. Larry Clifton, PSO area supervisor arrived at 2:15p.m to inspect the situation and agreed that there is a safety hazard, and agreed that the electrical service needed to be disconnected. We visited with the owners and others at the property and they told us that they continued to stay there over the weekend to catch up on laundry and things, knowing that the utilities would be disconnected on Monday.

Casey Nickel from Department of Human Services and Echo Constable from Custer County Health Department called me back and they both agreed with the way we are handling this issue. They would like for us to make follow-up inspections and if the family should return to the property with the children, to please notify them and then they would take necessary action on behalf of the children.

Sincerely,

Toby Anders

Toby Anders
Code Enforcement Officer
City of Clinton
(580) 323-2323 Office
(580) 214-1557 Cell

Clinton
Hub City of Western Oklahoma

Agenda Commentary

Item Title/ Subject: Architectural contracts for the new Fire Station and Police Rehab.

Staff Source: City Manager, Steve Hewitt

Date: September 2, 2011

History/Background Information: Council approved staff to begin negotiating contracts with GLMV for our Fire and Police Projects.

Item/Subject Summary: (see attached summaries) I have been working with Jeff Weiford on numbers/details. This is a standard AIA document. The projects have been separated. Police will be approximately 12 months to complete and Fire 18 months.

Fire-

Programming	1.5 month
Design/construction docs	4.5 months
Bidding/contracts	2 months
Construction	10 months

Police-

Schematic design	1 month
Construction Docs	3 months
Bidding/ contracts	2 months
Construction	6 months

Price/Cost: See summary for A/E Fees… Total Fire Fees $332,622; Police $71,200 (please note that includes inspection, survey, testing, etc)

Project Budget: $4.4M Fire; $600,000 Police (See estimated Budget Summary)

Recommendation: Staff recommends approval. I have broken down all costs/fees for Council to see what this project will cost.

GLMVArchitecture

FEE BUDGET
Clinton, Oklahoma Police and Fire Station

Fire Station - based on a 13,000-square-foot facility

Architectural Services		$	157,424
Engineering Services (includes civil, structural, mechanical, and electrical)		$	79,800
Subtotal "Basic" A/E Services		$	237,224
LEED Services		$	21,200
Travel Time (36 trips) (includes design through construction phases)		$	35,200
Total Professional Fees		$	293,624
Expenses		$	13,850
Printing	$10,000		
Travel Expenses	$3,850		
Total A/E Compensation:		**$**	**307,474**
Owner Costs:			
Survey		$	6,948
Geotechnical Engineering (soils report)		$	6,200
Soil Conductivity Test*		$	12,000
Total Owner Costs:		$	25,148
TOTAL		**$**	**332,622**

Included in this fee proposal:
- Landscape Architectural Services.
- Interior Design, including color and finish selections.
- Furniture selection and specifications are included. If this service is not desired, reduce fee by $3,000.
- Site visits during construction will be up to twice per month.
- Bid documents will be issued electronically.

Not included:
- Environmental services of any kind, including but not limited to the discovery and abatement of soil or water contamination, asbestos, lead paint, or other hazardous materials.

* Required test if the City elects to pursue a geothermal heat pump mechanical system.

FEE BUDGET
Clinton, Oklahoma Police and Fire Station

Police Station

Fee Allowance	$	55,000
Reimbursable Expenses Allowance	$	5,000
Travel Time (10 trips) (includes design through construction phases)	$	11,200
Total A/E Compensation	**$**	**71,200**

- Services will be further defined as the scope of work is developed.

- Work in the detention cells will be limited to painting. If the State of Oklahoma requires additional work in the detention cells, services can be provided with a mutually agreed upon amendment.
- Additional trips beyond what is included above will be scheduled to coordinate with Fire Station design and construction meetings.
- Landscape architectural services and sitework are not included.
- Furniture selection and specification are included. If this service is not desired, reduce fee by $2,000.
- Bid documents will be issued electronically.
- This does not include owner costs such as hazardous material discovery and abatement.

Estimated New Fire Station / Police Rehab Budget

Total (8 years sales tax 52% of 95% approved) $5,000,000+

Fire

A/E + Services	$332,622	
Land	$175,000	
Project Construction	$3,000,000	(includes FFE)
10% Contingency	$300,000	
Debt Service	$595,000	
($3.5M 4% 8 years)		
Total Cost Fire	**$4,402,622**	

Police

A/E Services	$71,200	
Project Construction	$450,000	
10% Contingency	$45,000	
FFE	$35,000	
(5% Contingency to add to FFE)		
Total Cost PD	**$601,200**	

Combined Both Projects: Total $5,003,822

AIA® Document B104™ – 2007

Standard Form of Agreement Between Owner and Architect for a Project of Limited Scope

AGREEMENT made as of the Thirty-first day of August in the year Two Thousand Eleven
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Steve Hewitt
City Manager
City of Clinton, Oklahoma
City Hall
415 W. Gary Boulevard
Clinton, OK 73601

and the Architect:
(Name, legal status, address and other information)

GLMV Architecture, Inc.
420 S. Emporia
Wichita, KS 67202

Architect's Project Number 11106.000

for the following Project:
(Name, location and detailed description)

Remodel the existing Clinton Police Department located at 401 W. Gary Boulevard, Clinton, Oklahoma 73601

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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6 COST OF THE WORK

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8 CLAIMS AND DISPUTES

9 TERMINATION OR SUSPENSION

10 MISCELLANEOUS PROVISIONS

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12 SPECIAL TERMS AND CONDITIONS

13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:
(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)

The budget for the Project is $500,000, which includes contingency and FF&E. Work in the detention cells is limited to painting. The Owner will provide a set of existing condition drawings to the Architect for their use. The Architect's consultants will be Professional Engineering Consultants, P.A. (PEC). Furniture selection and specifications are included. If not requested by the Owner, the Fee will be reduced by $2,000.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, interior design, mechanical, and electrical engineering services.

§ 3.1.1 The Architect shall be entitled to rely on (1) the accuracy and completeness of the information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

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§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services in effect at the date of this Agreement.

§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the Project requirements.

§ 3.2.3 The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner a preliminary estimate of the Cost of the Work.

§ 3.2.5 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.6 The Architect shall submit the Design Documents to the Owner, and request the Owner's approval.

§ 3.3 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.

§ 3.3.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.3.3 The Architect shall update the estimate for the Cost of the Work.

§ 3.3.4 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.3.5 The Architect, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the Owner in awarding and preparing contracts for construction. Bid Documents will be issued electronically by the Architect.

§ 3.4 CONSTRUCTION PHASE SERVICES

§ 3.4.1 GENERAL

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A107™–2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope. If the Owner and Contractor modify AIA Document A107–2007, those modifications

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shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.4.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.4.1.3 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.4.2 EVALUATIONS OF THE WORK

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.1, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

§ 3.4.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.4.2.4 When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.4.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.4.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.4.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents.

§ 3.4.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

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§ 3.4.4 SUBMITTALS

§ 3.4.4.1 The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures.

§ 3.4.4.2 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

§ 3.4.5 CHANGES IN THE WORK

The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.2.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.4.6 PROJECT COMPLETION

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services are not included in Basic Services but may be required for the Project. Such Additional Services may include programming, budget analysis, financial feasibility studies, site analysis and selection, environmental studies, civil engineering, landscape design, telecommunications/data, security, coordination of separate contractors or independent consultants, coordination of construction or project managers, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.1, value analysis, quantity surveys, planning of tenant or rental spaces, inventories of materials or equipment, preparation of record drawings, commissioning, environmentally responsible design beyond Basic Services, LEED® Certification, fast-track design services, and any other services not otherwise included in this Agreement.
(Insert a description of each Additional Service the Architect shall provide, if not further described in an exhibit attached to this document.)

§ 4.2 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

§ 4.2.1 The Architect has included in Basic Services ten (10) site visits over the duration of the Project during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service. Additional site visits beyond Basic Services will be scheduled to coordinate with the Fire Station design and construction meetings.

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§ 4.2.2 The Architect shall review and evaluate Contractor's proposals, and if necessary, prepare Drawings, Specifications and other documentation and data, and provide any other services made necessary by Change Orders and Construction Change Directives prepared by the Architect as an Additional Service.

§ 4.2.3 If the services covered by this Agreement have not been completed within twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, a written legal description of the site, and services of geotechnical engineers or other consultants when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, tests for hazardous materials, and abatement, if needed.

§ 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.9 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of

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the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the program and scope of the Project and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the bidding has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- **.1** give written approval of an increase in the budget for the Cost of the Work;
- **.2** authorize rebidding or renegotiating of the Project within a reasonable time;
- **.3** terminate in accordance with Section 9.5;
- **.4** in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- **.5** implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Owner acknowledges the Architect's Drawings, related analysis and Construction Documents, including electronic files, as Instruments of Professional Service. Nevertheless, the final Construction Documents prepared under this Agreement shall become the property of the Owner upon completion of the services and payment in full of all monies due to the Architect. The Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect, its officers, directors, employees and subconsultants (collectively, Architect) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized reuse or modification of the Drawings and Construction Documents by the Owner or any person or entity that acquires or obtains the Construction Documents from or through the Owner without the written authorization of the Architect.

§ 7.2 In the event the Owner, the Owner's contractors or subcontractors, or anyone for whom the Owner is legally liable makes or permits to be made any changes to any reports, Drawings, Plans, Specifications or other Construction Documents prepared by the Architect without obtaining the Architect's prior written consent, the Owner shall assume full responsibility for the results of such changes. Therefore the Owner agrees to waive any claim against the Architect and to release the Architect from any liability arising directly or indirectly from such changes. In addition, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the

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Architect from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense arising from such changes.

§ 7.3 In addition, the Owner agrees to include in any contracts for construction appropriate language that prohibits the Contractor or any subcontractors of any tier from making any changes or modifications to the Architect's construction documents without the prior written approval of the Architect and that further requires the Contractor to indemnify both the Architect and the Owner from any liability or cost arising from such changes made without such proper authorization.

(Paragraphs deleted)
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ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A107™–2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive against the other consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Clinton, Oklahoma, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

[ ] Arbitration pursuant to Section 8.3 of this Agreement

[X] Litigation and venue exclusively shall be in the District Court of Custer County, Oklahoma

[ ] Other *(Specify)*

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(Paragraphs deleted)

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ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than 30 days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 Either party may terminate this Agreement upon not less than 30 days' written notice to the other party for convenience and without cause, subject to payment to the Architect for the value of services rendered up to the time of termination.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

(Paragraph deleted)

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ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of Oklahoma, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A107–2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

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§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services as described under Article 3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

A lump sum amount of $66,200, plus estimated Reimbursable Expenses of $5,000.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

A lump sum amount to be agreed upon by both parties prior to beginning the Additional Services.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

A lump sum amount to be agreed upon by both parties prior to beginning the Additional Services.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus fifteen percent (15%), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Design Development Phase	twenty-five	percent (	25	%)
Construction Documents Phase	fifty-five	percent (	55	%)
Construction Phase	twenty	percent (	20	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate

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§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
.3 Fees paid for securing approval of authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, standard form documents;
.5 Postage, handling and delivery;
.6 Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
.7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
.8 Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants;
.9 All taxes levied on professional services and on reimbursable expenses;
.10 Site office expenses; and
.11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10%) of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3 or 9.5, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

An amount to be determined by the Architect, plus receipt of a signed release, paid prior to the release of the Instruments of Service. The Instruments of Service shall include all engineering disciplines included in this Agreement.

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of zero ($0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty-one (31) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

1.5% per month

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to off set sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

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12.1 **Sales Tax.** In the event the laws of the State of Kansas should change in such a way so as to require the Architect to charge sales tax for the Services and Reimbursable Expenses to be invoiced to the Owner under this Agreement, any such sales tax due shall be payable by the Owner in addition to the Compensation otherwise due under this Agreement.

12.2 **Mutual Indemnity.** The Architect agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Owner, its officers, directors and employees against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Architect's negligent performance of Professional Services under this Agreement and that of its subconsultants or anyone for whom the Architect is legally liable. The Architect's indemnity and hold harmless liability shall be subject to the Limitation of Liability amount set forth in Section 12.3.

The Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect, its officers, director and employees against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Owner's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Owner is legally liable.

Neither the Owner nor the Architect shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

12.3 **Limitation of Liability.** To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability, in the aggregate, of the Architect and the Architect's officers, directors, insurers, partners, employees and subconsultants, and any of them, to the Owner and anyone claiming by or through the Owner, for any and all claims, losses, costs or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed the total amount of the Architect's Fee. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

12.4 **Availability of Professional Liability Insurance.** The Architect agrees to attempt to maintain professional liability coverage for the period of design and construction of the Project, if such coverage is reasonably available at commercially affordable premiums. For the purposes of this Agreement, "reasonably available" and "commercially affordable" shall mean that more than half the architects practicing the same professional discipline in the state where the project is located are able to obtain such coverage.

12.5 **Attorneys' Fees.** In the event of any dispute resolution arising from or related to this Agreement or the services provided under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorneys' fees and all other related expenses in such litigation. In the even of a non-adjudicative settlement of litigation between the parties or a resolution of a dispute by mediation or arbitration, the term "prevailing party" shall be determined by that process.

12.6 **Utilizing CAD Drawings.** The Owner and the Architect agree that any CAD files prepared by either party shall conform to the specifications listed in the attached Exhibit. The electronic files submitted by the Architect to the Owner are submitted for an acceptance period of 30 days. Any defects the Owner discovers during this period will be reported to the Architect and will be corrected as part of the Architect's Basic Scope of Services. Correction of defects detected and reported after the acceptance period will be compensated for as Additional Services.

The Owner further agrees not to use these drawings and data, in whole or in part, for any purpose or project other than the Project which is the subject of this Agreement. The Owner agrees to waive all claims against the Architect resulting in any way from any unauthorized changes or reuse of the drawings and data for any other project by anyone other than the Architect.

In addition, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold the Architect harmless from any damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising from any changes made by anyone other than the Architect or from any reuse of the drawings and data without the prior written consent of the Architect.

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Under no circumstances shall transfer of the drawings and other instruments of service on electronic media for use by the Owner be deemed a sale by the Architect, and the Architect makes no warranties, either express or implied, of merchantability and fitness for any particular purpose.

12.7 **Severability**: Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted, and the remainder of this Agreement shall remain in full force and effect.

12.8 **Survival**: Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

12.9 **Certifications, Guarantees and Warranties**: The Architect shall not be required to sign any documents, no matter by whom requested, that would result in the Architects having to certify, guarantee or warrant the existence of conditions whose existence the Architect cannot ascertain. The Owner also agrees not to make resolutions of any dispute with the Architect or payment of any amount due to the Architect in any way contingent upon the Architect's signing any such certification. As used herein, the word "certify" shall mean an expression of the Architect's professional opinion to the best of its information, knowledge and belief, and does not constitute a warranty or guarantee by the Architect.

12.10 **Force Majeure**: The Owner shall not hold the Architect responsible for damages or for delays in performance caused by force majeure, acts of God, or other acts or circumstances beyond the control of the Architect, or that could not have been reasonably foreseen and prevented including, but not limited to, fire, weather, floods, earthquakes, epidemics, war, riots, terrorism, strikes, and unanticipated site conditions.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement incorporates the following documents listed below:
(List other documents, if any, including additional scopes of service and AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, forming part of the Agreement.)

Exhibit B – CADD Standards

This Agreement entered into as of the day and year first written above.

OWNER	**ARCHITECT**
(Signature)	*(Signature)*
Steve Hewitt, City Manager	Jeffrey W. Weiford, AIA, LEED AP BD+C Vice President
(Printed name and title)	*(Printed name and title)*

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PAGE 1

AGREEMENT made as of the Thirty-first day of August in the year Two Thousand Eleven

...

(Name, legal status, address and other information)

Steve Hewitt
City Manager
City of Clinton, Oklahoma
City Hall
415 W. Gary Boulevard
Clinton, OK 73601

...

GLMV Architecture, Inc.
420 S. Emporia
Wichita, KS 67202
Architect's Project Number 11106.000

...

Remodel the existing Clinton Police Department located at 401 W. Gary Boulevard, Clinton, Oklahoma 73601

PAGE 2

The budget for the Project is $500,000, which includes contingency and FF&E. Work in the detention cells is limited to painting. The Owner will provide a set of existing condition drawings to the Architect for their use. The Architect's consultants will be Professional Engineering Consultants, P.A. (PEC). Furniture selection and specifications are included. If not requested by the Owner, the Fee will be reduced by $2,000.

...

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, interior design, mechanical, and electrical engineering services.

PAGE 3

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's ~~services.~~services in effect at the date of this Agreement.

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§ 3.3.5 The Architect, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the Owner in awarding and preparing contracts for construction. Bid Documents will be issued electronically by the Architect.

PAGE 5

§ 4.1 Additional Services are not included in Basic Services but may be required for the Project. Such Additional Services may include programming, budget analysis, financial feasibility studies, site analysis and selection, environmental studies, civil engineering, landscape design, telecommunications/data, security, ~~measured drawings of existing conditions,~~ coordination of separate contractors or independent consultants, coordination of construction or project managers, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.1, value analysis, quantity surveys, ~~interior architectural design,~~ planning of tenant or rental spaces, inventories of materials or equipment, preparation of record drawings, commissioning, environmentally responsible design beyond Basic Services, LEED® Certification, fast-track design services, and any other services not otherwise included in this Agreement.

...

§ 4.2.1 The Architect has included in Basic Services ~~(—)~~ ten (10) site visits over the duration of the Project during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service. Additional site visits beyond Basic Services will be scheduled to coordinate with the Fire Station design and construction meetings.

PAGE 6

§ 4.2.3 If the services covered by this Agreement have not been completed within ~~(—)~~ twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

...

§ 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, ~~and~~ tests for hazardous ~~materials.~~ materials, and abatement, if needed.

PAGE 7

§ 7.1 The ~~Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.~~ Owner acknowledges the Architect's Drawings, related analysis and Construction Documents, including electronic files, as Instruments of Professional Service. Nevertheless, the final Construction Documents prepared under this Agreement shall become the property of the Owner upon completion of the services and payment in full of all monies due to the Architect. The Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect, its officers, directors, employees and subconsultants (collectively, Architect) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized reuse or modification of the Drawings and Construction Documents by the Owner or any person or entity that acquires or obtains the Construction Documents from or through the Owner without the written authorization of the Architect.

§ 7.2 ~~The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.~~ In the event the Owner, the

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Owner's contractors or subcontractors, or anyone for whom the Owner is legally liable makes or permits to be made any changes to any reports, Drawings, Plans, Specifications or other Construction Documents prepared by the Architect without obtaining the Architect's prior written consent, the Owner shall assume full responsibility for the results of such changes. Therefore the Owner agrees to waive any claim against the Architect and to release the Architect from any liability arising directly or indirectly from such changes. In addition, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense arising from such changes.

~~§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.~~In addition, the Owner agrees to include in any contracts for construction appropriate language that prohibits the Contractor or any subcontractors of any tier from making any changes or modifications to the Architect's construction documents without the prior written approval of the Architect and that further requires the Contractor to indemnify both the Architect and the Owner from any liability or cost arising from such changes made without such proper authorization.

~~§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.~~

~~§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.~~

§

PAGE 8

§ 8.1.3 The Architect and Owner waive against the other consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6.

...

§ 8.2.2 Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in ~~the place where the Project is located,~~ Clinton, Oklahoma, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

...

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[ ] ~~Litigation in a court of competent jurisdiction~~ [X] Litigation and venue exclusively shall be in the District Court of Custer County, Oklahoma

PAGE 9

~~**§ 8.3 ARBITRATION**~~

~~**§ 8.3.1** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement.~~

~~**§ 8.3.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

~~**§ 8.3.2** The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~**§ 8.3.3** The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~**§ 8.3.4 CONSOLIDATION OR JOINDER**~~

~~**§ 8.3.4.1** Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~**§ 8.3.4.2** Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~**§ 8.3.4.3** The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.~~

§

...

§ 9.4 Either party may terminate this Agreement upon not less than ~~seven~~ 30 days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 ~~The Owner~~ Either party may terminate this Agreement upon not less than ~~seven days' written notice to the Architect for the Owner's convenience and without cause.~~ 30 days' written notice to the other party for convenience and without cause, subject to payment to the Architect for the value of services rendered up to the time of termination.

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§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then ~~due and all Termination Expenses as defined in Section 9.7.~~ due.

~~**§ 9.7** Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.~~

§

§ 10.1 This Agreement shall be governed by the law of the ~~place where the Project is located,~~ State of Oklahoma, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

PAGE 10

A lump sum amount of $66,200, plus estimated Reimbursable Expenses of $5,000.

...

A lump sum amount to be agreed upon by both parties prior to beginning the Additional Services.

...

A lump sum amount to be agreed upon by both parties prior to beginning the Additional Services.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ~~percent (%),~~ fifteen percent (15%), or as otherwise stated below:

...

Design Development Phase	twenty-five	percent (	25	%)
Construction Documents Phase	fifty-five	percent (	55	%)
Construction Phase	twenty	percent (	20	%)

PAGE 11

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ~~percent (%)~~ ten percent (10%) of the expenses incurred.

...

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section ~~9.3,~~ 9.3 or 9.5, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

An amount to be determined by the Architect, plus receipt of a signed release, paid prior to the release of the Instruments of Service. The Instruments of Service shall include all engineering disciplines included in this Agreement.

...

§ 11.10.1 An initial payment of ~~($)~~ zero ($0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

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§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid ~~(—)~~thirty-one (31) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

~~%~~—1.5% per month

PAGE 12

12.1 **Sales Tax.** In the event the laws of the State of Kansas should change in such a way so as to require the Architect to charge sales tax for the Services and Reimbursable Expenses to be invoiced to the Owner under this Agreement, any such sales tax due shall be payable by the Owner in addition to the Compensation otherwise due under this Agreement.

12.2 **Mutual Indemnity.** The Architect agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Owner, its officers, directors and employees against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Architect's negligent performance of Professional Services under this Agreement and that of its subconsultants or anyone for whom the Architect is legally liable. The Architect's indemnity and hold harmless liability shall be subject to the Limitation of Liability amount set forth in Section 12.3.

The Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect, its officers, director and employees against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Owner's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Owner is legally liable.

Neither the Owner nor the Architect shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

12.3 **Limitation of Liability.** To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability, in the aggregate, of the Architect and the Architect's officers, directors, insurers, partners, employees and subconsultants, and any of them, to the Owner and anyone claiming by or through the Owner, for any and all claims, losses, costs or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed the total amount of the Architect's Fee. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

12.4 **Availability of Professional Liability Insurance.** The Architect agrees to attempt to maintain professional liability coverage for the period of design and construction of the Project, if such coverage is reasonably available at commercially affordable premiums. For the purposes of this Agreement, "reasonably available" and "commercially affordable" shall mean that more than half the architects practicing the same professional discipline in the state where the project is located are able to obtain such coverage.

12.5 **Attorneys' Fees.** In the event of any dispute resolution arising from or related to this Agreement or the services provided under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorneys' fees and all other related expenses in such litigation. In the even of a non-adjudicative settlement of litigation between the parties or a resolution of a dispute by mediation or arbitration, the term "prevailing party" shall be determined by that process.

12.6 **Utilizing CAD Drawings.** The Owner and the Architect agree that any CAD files prepared by either party shall conform to the specifications listed in the attached Exhibit. The electronic files submitted by the Architect to the Owner are submitted for an acceptance period of 30 days. Any defects the Owner discovers during this period will be reported to the Architect and will be corrected as part of the Architect's Basic Scope of Services. Correction of defects detected and reported after the acceptance period will be compensated for as Additional Services.

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The Owner further agrees not to use these drawings and data, in whole or in part, for any purpose or project other than the Project which is the subject of this Agreement. The Owner agrees to waive all claims against the Architect resulting in any way from any unauthorized changes or reuse of the drawings and data for any other project by anyone other than the Architect.

In addition, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold the Architect harmless from any damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising from any changes made by anyone other than the Architect or from any reuse of the drawings and data without the prior written consent of the Architect.

Under no circumstances shall transfer of the drawings and other instruments of service on electronic media for use by the Owner be deemed a sale by the Architect, and the Architect makes no warranties, either express or implied, of merchantability and fitness for any particular purpose.

12.7 **Severability**: Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted, and the remainder of this Agreement shall remain in full force and effect.

12.8 **Survival**: Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

12.9 **Certifications, Guarantees and Warranties**: The Architect shall not be required to sign any documents, no matter by whom requested, that would result in the Architects having to certify, guarantee or warrant the existence of conditions whose existence the Architect cannot ascertain. The Owner also agrees not to make resolutions of any dispute with the Architect or payment of any amount due to the Architect in any way contingent upon the Architect's signing any such certification. As used herein, the word "certify" shall mean an expression of the Architect's professional opinion to the best of its information, knowledge and belief, and does not constitute a warranty or guarantee by the Architect.

12.10 **Force Majeure**: The Owner shall not hold the Architect responsible for damages or for delays in performance caused by force majeure, acts of God, or other acts or circumstances beyond the control of the Architect, or that could not have been reasonably foreseen and prevented including, but not limited to, fire, weather, floods, earthquakes, epidemics, war, riots, terrorism, strikes, and unanticipated site conditions.

PAGE 13

Exhibit B – CADD Standards

...

Steve Hewitt, City Manager

Jeffrey W. Weiford, AIA, LEED AP BD+C
Vice President

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Bronda Robbins, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:28:50 on 09/01/2011 under Order No. 7557850234_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B104™ – 2007, Standard Form of Agreement Between Owner and Architect for a Project of Limited Scope, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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EXHIBIT B

CADD files shall be developed according to the following standards:

A. The software used shall be AutoCAD Release 2008 or newer. All information provided or received shall be in the .dwg format. Architect may, at his option, use the Revit Architecture software as sold by Autodesk. "Object Enablers" may be obtained, free of charge, from Autodesk for compatibility with other AutoCAD products.

B. The CADD files shall conform to the Architect's standard drawing conventions. This standard includes but is not limited to the following information:

1. All drawings shall be drawn at full scale (1" = 1").
2. Layering Conventions: The Architect's layering conventions are based on the AIA layering guidelines.
3. X-referencing: The use of x-referencing will be used as desired by the Architect to efficiently manage the project. When the project is archived, all x-references shall be included in the same directory as the sheet files. X-references will not be bound to each drawing file or separately blocked into the drawing files.
4. Paperspace/modelspace shall be used to create plotted sheet files with one sheet set-up per drawing. Title blocks, if used, should be created in Paperspace for 1:1 plot scale.
5. Text and dimension style formats shall be based on the Architect's standards.
6. Plotting Standards: The Architect's plot setups shall be used. This shall include line weight designations, layer color assignments, sheet size and plotter configurations.

C. At the request of the Owner, the Architect will supply complete CADD deliverables of the Construction Documents based on the format established above. The deliverables shall be provided on a "read-only" compact disk. This information will be provided to the Owner after the bid process is complete. This information will also be made available to the successful contractor at the discretion of the Architect. This information will not include any changes made to project after the project has been sent out for bid.

D. File transfer may be delivered in one of the following methods:

1. Compact disk
2. E-mail: Please limit attached file size to 10 megabytes.
3. FTP Site: The Architect's FTP site is available for transfer of large files or numerous files. Access to this web site requires specific passwords to be set up for each new user.
4. Files may be compressed to a zip file or any self-extracting compression format to facilitate transfer.

E. All CADD files received by the Architect shall conform to the following standards:

1. The drawings shall be in a .dwg format and must be readable by AutoCAD Release 2008 or newer.
2. The drawings shall be drawn at full scale.
3. All file names shall conform to the Architect's standard drawing conventions.
4. All components of such files that were created with an AutoCAD DESKTOP product, or similar AutoCAD add-on or plug-in, shall be exploded to base AutoCAD entities.

5. All components, internal and external, of such files shall be included, such as, but not limited to:

    a. Externally referenced drawings.
    b. Attached images.
    c. Required special fonts, shape files and line type files.
    d. Plotter pen tables.
    e. Drawing and file list in Excel.

F. Word processing files must be readable by WordPerfect X3 or MS Word 7.0.

Clinton
Hub City of Western Oklahoma

Agenda Commentary

Item Title/ Subject: Architectural contracts for the new Fire Station and Police Rehab.

Staff Source: City Manager, Steve Hewitt

Date: September 2, 2011

History/Background Information: Council approved staff to begin negotiating contracts with GLMV for our Fire and Police Projects.

Item/Subject Summary: (see attached summaries) I have been working with Jeff Weiford on numbers/details. This is a standard AIA document. The projects have been separated. Police will be approximately 12 months to complete and Fire 18 months.

Fire-

Programming	1.5 month
Design/construction docs	4.5 months
Bidding/contracts	2 months
Construction	10 months

Police-

Schematic design	1 month
Construction Docs	3 months
Bidding/ contracts	2 months
Construction	6 months

Price/Cost: See summary for A/E Fees… Total Fire Fees $332,622; Police $71,200 (please note that includes inspection, survey, testing, etc)

Project Budget: $4.4M Fire; $600,000 Police (See estimated Budget Summary)

Recommendation: Staff recommends approval. I have broken down all costs/fees for Council to see what this project will cost.

GLMVArchitecture

FEE BUDGET
Clinton, Oklahoma Police and Fire Station

Fire Station - based on a 13,000-square-foot facility

Architectural Services		$	157,424
Engineering Services (includes civil, structural, mechanical, and electrical)		$	79,800
Subtotal "Basic" A/E Services		$	237,224
LEED Services		$	21,200
Travel Time (36 trips) (includes design through construction phases)		$	35,200
Total Professional Fees		$	293,624
Expenses		$	13,850
Printing	$10,000		
Travel Expenses	$3,850		
Total A/E Compensation:		**$**	**307,474**
Owner Costs:			
Survey		$	6,948
Geotechnical Engineering (soils report)		$	6,200
Soil Conductivity Test*		$	12,000
Total Owner Costs:		$	25,148
TOTAL		**$**	**332,622**

Included in this fee proposal:
- Landscape Architectural Services.
- Interior Design, including color and finish selections.
- Furniture selection and specifications are included. If this service is not desired, reduce fee by $3,000.
- Site visits during construction will be up to twice per month.
- Bid documents will be issued electronically.

Not included:
- Environmental services of any kind, including but not limited to the discovery and abatement of soil or water contamination, asbestos, lead paint, or other hazardous materials.

* Required test if the City elects to pursue a geothermal heat pump mechanical system.

FEE BUDGET
Clinton, Oklahoma Police and Fire Station

Police Station

Fee Allowance	$	55,000
Reimbursable Expenses Allowance	$	5,000
Travel Time (10 trips) (includes design through construction phases)	$	11,200
Total A/E Compensation	**$**	**71,200**

- Services will be further defined as the scope of work is developed.

- Work in the detention cells will be limited to painting. If the State of Oklahoma requires additional work in the detention cells, services can be provided with a mutually agreed upon amendment.
- Additional trips beyond what is included above will be scheduled to coordinate with Fire Station design and construction meetings.
- Landscape architectural services and sitework are not included.
- Furniture selection and specification are included. If this service is not desired, reduce fee by $2,000.
- Bid documents will be issued electronically.
- This does not include owner costs such as hazardous material discovery and abatement.

Estimated New Fire Station / Police Rehab Budget

Total (8 years sales tax 52% of 95% approved) $5,000,000+

Fire

A/E + Services	$332,622	
Land	$175,000	
Project Construction	$3,000,000	(includes FFE)
10% Contingency	$300,000	
Debt Service	$595,000	
($3.5M 4% 8 years)		
Total Cost Fire	**$4,402,622**	

Police

A/E Services	$71,200	
Project Construction	$450,000	
10% Contingency	$45,000	
FFE	$35,000	
(5% Contingency to add to FFE)		
Total Cost PD	**$601,200**	

Combined Both Projects: Total $5,003,822

AIA® Document B101™ – 2007 Exhibit A

Initial Information

for the following PROJECT:
(Name and location or address)

New fire station on the north side of Hayes Avenue between South 4th Street and South 5th Street in Clinton, Oklahoma

THE OWNER:
(Name, legal status and address)

Steve Hewitt
City Administrator
City of Clinton, Oklahoma
City Hall
415 W. Gary Boulevard
Clinton, OK 73601

THE ARCHITECT:
(Name, legal status and address)

GLMV Architecture, Inc.
420 S. Emporia
Wichita, KS 67202

Architect's Project 11105.000

This Agreement is based on the following information.
(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

ARTICLE A.1 PROJECT INFORMATION

§ A.1.1 The Owner's program for the Project:
(Identify documentation or state the manner in which the program will be developed.)

To be determined

§ A.1.2 The Project's physical characteristics:
(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

§ A.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total, and if known, a line item break down.)

$3.0 million, which includes contingency and FF&E.

ADDITIONS AND DELETIONS:
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§ A.1.4 The Owner's other anticipated scheduling information, if any, not provided in Section 1.2:

To be determined.

§ A.1.5 The Owner intends the following procurement or delivery method for the Project:
(Identify method such as competitive bid, negotiated contract, or construction management.)

Competitive bidding

§ A.1.6 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)

ARTICLE A.2 PROJECT TEAM

§ A.2.1 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address and other information.)

Steve Hewitt
City Administrator
City Hall
415 W. Gary Boulevard
Clinton, OK 73601

§ A.2.2 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address and other information.)

Fire Chief and City Council

§ A.2.3 The Owner will retain the following consultants and contractors:
(List discipline and, if known, identify them by name and address.)

§ A.2.4 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address and other information.)

Jeffrey W. Weiford, AIA, LEED AP BD+C
Vice President
GLMV Architecture, Inc.
420 S. Emporia
Wichita, KS 67202

§ A.2.5 The Architect will retain the consultants identified in Sections A.2.5.1 and A.2.5.2.
(List discipline and, if known, identify them by name, legal status, address and other information.)

§ A.2.5.1 Consultants retained under Basic Services:

.1 Structural Engineer

Professional Engineering Consultants, P.A. (PEC)
303 S. Topeka
Wichita, KS 67202

.2 Mechanical Engineer

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Professional Engineering Consultants, P.A. (PEC)
303 S. Topeka
Wichita, KS 67202

.3 Electrical Engineer

Professional Engineering Consultants, P.A. (PEC)
303 S. Topeka
Wichita, KS 67202

.4 Civil Engineer

Professional Engineering Consultants, P.A. (PEC)
303 S. Topeka
Wichita, KS 67202

§ A.2.5.2 Consultants retained under Additional Services:

N/A

§ A.2.6 Other Initial Information on which the Agreement is based:
(Provide other Initial Information.)

A soil conductivity test will be required if the City elects to pursue a geothermal heat pump mechanical system. The estimated cost is $12,000.

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PAGE 1

New fire station on the north side of Hayes Avenue between South 4th Street and South 5th Street in Clinton, Oklahoma

...

(Name, legal status and address)

Steve Hewitt
City Administrator
City of Clinton, Oklahoma
City Hall
415 W. Gary Boulevard
Clinton, OK 73601

...

GLMV Architecture, Inc.
420 S. Emporia
Wichita, KS 67202
Architect's Project 11105.000

...

To be determined

...

$3.0 million, which includes contingency and FF&E.

PAGE 2

To be determined.

...

Competitive bidding

...

Steve Hewitt
City Administrator
City Hall

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415 W. Gary Boulevard
Clinton, OK 73601

...

Fire Chief and City Council

...

Jeffrey W. Weiford, AIA, LEED AP BD+C
Vice President
GLMV Architecture, Inc.
420 S. Emporia
Wichita, KS 67202

...

Professional Engineering Consultants, P.A. (PEC)
303 S. Topeka
Wichita, KS 67202

PAGE 3

Professional Engineering Consultants, P.A. (PEC)
303 S. Topeka
Wichita, KS 67202

...

Professional Engineering Consultants, P.A. (PEC)
303 S. Topeka
Wichita, KS 67202
.4 Civil Engineer

Professional Engineering Consultants, P.A. (PEC)
303 S. Topeka
Wichita, KS 67202

...

N/A

...

A soil conductivity test will be required if the City elects to pursue a geothermal heat pump mechanical system. The estimated cost is $12,000.

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AIA® Document B101™ – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Thirty-first day of August in the year Two Thousand Eleven
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Steve Hewitt
City Manager
City of Clinton, Oklahoma
City Hall
415 W. Gary Boulevard
Clinton, OK 73601

and the Architect:
(Name, legal status, address and other information)

GLMV Architecture, Inc.
420 S. Emporia
Wichita, KS 67202

Architect's Project Number 11105.000

for the following Project:
(Name, location and detailed description)

New fire station for the City of Clinton, Oklahoma, containing approximately 13,000 square feet.

The Owner and Architect agree as follows.

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EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

Refer to Exhibit A.

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

To be determined.

.2 Substantial Completion date:

To be determined.

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

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§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:
(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

$1,000,000

.2 Automobile Liability

$1,000,000

.3 Workers' Compensation

$500,000

.4 Professional Liability

$2,000,000

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, civil, landscape, interior design, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

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§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services in effect at the date of this Agreement.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and

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electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders electronically and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

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(Paragraphs deleted)
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§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

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§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

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§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.
(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services		**Responsibility** *(Architect, Owner or Not Provided)*	**Location of Service Description** *(Section 4.2 below or in an exhibit attached to this document and identified below)*
§ 4.1.1	Programming	Architect	Basic Services
§ 4.1.2	Multiple preliminary designs	Architect	Basic Services
§ 4.1.3	Measured drawings	Not Provided	
§ 4.1.4	Existing facilities surveys	Not Provided	
§ 4.1.5	Site Evaluation and Planning (B203™–2007)	Not Provided	
§ 4.1.6	Building information modeling	Not Provided	
§ 4.1.7	Civil engineering	Architect	Basic Services
§ 4.1.8	Landscape design	Architect	Basic Services
§ 4.1.9	Architectural Interior Design (B252™–2007)	Not Provided	
§ 4.1.10	Value Analysis (B204™–2007)	Not Provided	
§ 4.1.11	Detailed cost estimating	Architect	Basic Services
§ 4.1.12	On-site project representation	Not Provided	

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§ 4.1.13	Conformed construction documents	Not Provided	
§ 4.1.14	As-Designed Record drawings	Not Provided	
§ 4.1.15	As-Constructed Record drawings	Not Provided	
§ 4.1.16	Post occupancy evaluation	Not Provided	
§ 4.1.17	Facility Support Services (B210™–2007)	Not Provided	
§ 4.1.18	Tenant-related services	Not Provided	
§ 4.1.19	Coordination of Owner's consultants	Not Provided	
§ 4.1.20	Telecommunications/data design	Not Provided	
§ 4.1.21	Security Evaluation and Planning (B206™–2007)	Not Provided	
§ 4.1.22	Commissioning (B211™–2007)	Not Provided	
§ 4.1.23	Extensive environmentally responsible design	Not Provided	
§ 4.1.24	LEED® Certification (B214™–2007)	Architect	Basic Services**
§ 4.1.25	Fast-track design services	Not Provided	
§ 4.1.26	Historic Preservation (B205™–2007)	Not Provided	
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™–2007)	Architect	*

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

*Furniture selection and specifications are included. If not requested by Owner, the Fee will be reduced by $3,000.00.
**LEED certification does not include commissioning.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;

.3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

.5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;

.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

.7 Preparation for, and attendance at, a public presentation, meeting or hearing;

.8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.9 Evaluation of the qualifications of bidders or persons providing proposals;

.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or

.11 Assistance to the Initial Decision Maker, if other than the Architect.

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§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker;

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or

.6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor

.2 Up to two (2) monthly visits to the site by the Architect over the duration of the Project during construction

.3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 Two (2) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within eighteen (18) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and

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contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and

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scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- **.1** give written approval of an increase in the budget for the Cost of the Work;
- **.2** authorize rebidding or renegotiating of the Project within a reasonable time;
- **.3** terminate in accordance with Section 9.5;
- **.4** in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- **.5** implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Owner acknowledges the Architect's Drawings, related analysis and Construction Documents, including electronic files, as Instruments of Professional Service. Nevertheless, the final Construction Documents prepared under this Agreement shall become the property of the Owner upon completion of the services and payment in full of all monies due to the Architect. The Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect, its officers, directors, employees and subconsultants (collectively, Architect) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized reuse or modification of the Drawings and Construction Documents by the Owner or any person or entity that acquires or obtains the Construction Documents from or through the Owner without the written authorization of the Architect.

§ 7.2 In the event the Owner, the Owner's contractors or subcontractors, or anyone for whom the Owner is legally liable makes or permits to be made any changes to any reports, Drawings, Plans, Specifications or other Construction Documents prepared by the Architect without obtaining the Architect's prior written consent, the Owner shall assume full responsibility for the results of such changes. Therefore the Owner agrees to waive any claim against the Architect and to release the Architect from any liability arising directly or indirectly from such changes. In addition, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense arising from such changes.

§ 7.3 In addition, the Owner agrees to include in any contracts for construction appropriate language that prohibits the Contractor or any subcontractors of any tier from making any changes or modifications to the Architect's Construction Documents without the prior written approval of the Architect and that further requires the Contractor to indemnify both the Architect and the Owner from any liability or cost arising from such changes made without such proper authorization.

(Paragraphs deleted)

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ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive against the other consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Clinton, Oklahoma, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

[ ] Arbitration pursuant to Section 8.3 of this Agreement

[X] Litigation and venue shall be in the District Court of Custer County, Oklahoma

[ ] Other (Specify)

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ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than 30 days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 Either party may terminate this Agreement upon not less than 30 days' written notice to the other party for convenience and without cause, subject to payment to the Architect for the value of services rendered up to the time of termination.

§ 9.6 In the event of termination as provided in paragraph 9.5, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

(Paragraph deleted)

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§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of Oklahoma, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

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§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

A lump sum amount of $290,624.00, plus estimated expenses of $13,850.00.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

A lump sum amount to be agreed upon by both parties prior to beginning.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

A lump sum amount to be agreed upon by both parties prior to beginning.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus fifteen percent (15%), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	twenty	percent (	20	%)
Design Development Phase	twenty	percent (	20	%)
Construction Documents Phase	thirty-five	percent (	35	%)
Bidding or Negotiation Phase	five	percent (	5	%)
Construction Phase	twenty	percent (	20	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

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§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES
§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
.3 Fees paid for securing approval of authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, standard form documents;
.5 Postage, handling and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
.8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
.9 All taxes levied on professional services and on reimbursable expenses;
.10 Site office expenses; and
.11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10%) of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE
If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3 or 9.5, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

An amount to be determined by the Architect plus a signed release, paid prior to the release of the Instruments of Service. The Instruments of Service shall include all engineering disciplines included in this Agreement.

§ 11.10 PAYMENTS TO THE ARCHITECT
§ 11.10.1 An initial payment of Zero ($0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty-one (31) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

1.5% per month

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in

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the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

12.1 **Sales Tax.** In the event the laws of the State of Kansas should change in such a way so as to require the Architect to charge sales tax for the Services and Reimbursable Expenses to be invoiced to the Owner under this Agreement, any such sales tax due shall be payable by the Owner in addition to the Compensation otherwise due under this Agreement.

12.2 **Mutual Indemnity.** The Architect agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Owner, its officers, directors and employees against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Architect's negligent performance of Professional Services under this Agreement and that of its subconsultants or anyone for whom the Architect is legally liable. The Architect's indemnity and hold harmless liability shall be subject to the Limitation of Liability amount set forth in Section 12.3.

The Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect, its officers, director and employees against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Owner's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Owner is legally liable.

Neither the Owner nor the Architect shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

12.3 **Limitation of Liability.** To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability, in the aggregate, of the Architect and the Architect's officers, directors, insurers, partners, employees and subconsultants, and any of them, to the Owner and anyone claiming by or through the Owner, for any and all claims, losses, costs or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed the total amount of the Architect's Fee. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

12.4 **Availability of Professional Liability Insurance.** The Architect agrees to attempt to maintain professional liability coverage for the period of design and construction of the Project, if such coverage is reasonably available at commercially affordable premiums. For the purposes of this Agreement, "reasonably available" and "commercially affordable" shall mean that more than half the architects practicing the same professional discipline in the state where the project is located are able to obtain such coverage.

12.5 **Attorneys' Fees.** In the event of any dispute resolution arising from or related to this Agreement or the services provided under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorneys' fees and all other related expenses in such litigation. In the even of a non-adjudicative settlement of litigation between the parties or a resolution of a dispute by mediation or arbitration, the term "prevailing party" shall be determined by that process.

12.6 **Utilizing CAD Drawings.** The Owner and the Architect agree that any CAD files prepared by either party shall conform to the specifications listed in the attached Exhibit. The electronic files submitted by the Architect to the Owner are submitted for an acceptance period of 30 days. Any defects the Owner discovers during this period will be reported to the Architect and will be corrected as part of the Architect's Basic Scope of Services. Correction of defects detected and reported after the acceptance period will be compensated for as Additional Services.

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The Owner further agrees not to use these drawings and data, in whole or in part, for any purpose or project other than the Project which is the subject of this Agreement. The Owner agrees to waive all claims against the Architect resulting in any way from any unauthorized changes or reuse of the drawings and data for any other project by anyone other than the Architect.

In addition, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold the Architect harmless from any damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising from any changes made by anyone other than the Architect or from any reuse of the drawings and data without the prior written consent of the Architect.

Under no circumstances shall transfer of the drawings and other instruments of service on electronic media for use by the Owner be deemed a sale by the Architect, and the Architect makes no warranties, either express or implied, of merchantability and fitness for any particular purpose.

12.7 **Severability**: Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted, and the remainder of this Agreement shall remain in full force and effect.

12.8 **Survival**: Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

12.9 **Certifications, Guarantees and Warranties**: The Architect shall not be required to sign any documents, no matter by whom requested, that would result in the Architects having to certify, guarantee or warrant the existence of conditions whose existence the Architect cannot ascertain. The Owner also agrees not to make resolutions of any dispute with the Architect or payment of any amount due to the Architect in any way contingent upon the Architect's signing any such certification. As used herein, the word "certify" shall mean an expression of the Architect's professional opinion to the best of its information, knowledge and belief, and does not constitute a warranty or guarantee by the Architect.

12.10 **Force Majeure**: The Owner shall not hold the Architect responsible for damages or for delays in performance caused by force majeure, acts of God, or other acts or circumstances beyond the control of the Architect, or that could not have been reasonably foreseen and prevented including, but not limited to, fire, weather, floods, earthquakes, epidemics, war, riots, terrorism, strikes, and unanticipated site conditions.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

.1 AIA Document B101™–2007, Standard Form Agreement Between Owner and Architect

.2 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:

Exhibit B – CADD Standards

.3 Other documents:
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

AIA Document B101 – 2007 Exhibit A

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This Agreement entered into as of the day and year first written above.

OWNER	ARCHITECT
(Signature)	*(Signature)*
Steve Hewitt, City Manager	Jeffrey W. Weiford, AIA, LEED AP BD+C Vice President
(Printed name and title)	*(Printed name and title)*

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Additions and Deletions Report for
AIA® Document B101™ – 2007

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:30:24 on 09/01/2011.

PAGE 1

AGREEMENT made as of the Thirty-first day of August in the year Two Thousand Eleven

...

Steve Hewitt
City Manager
City of Clinton, Oklahoma
City Hall
415 W. Gary Boulevard
Clinton, OK 73601

...

GLMV Architecture, Inc.
420 S. Emporia
Wichita, KS 67202

Architect's Project Number 11105.000

...

New fire station for the City of Clinton, Oklahoma, containing approximately 13,000 square feet.

PAGE 2

Refer to Exhibit A.

...

To be determined.

...

To be determined.

PAGE 3

$1,000,000

...

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$1,000,000

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$500,000

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$2,000,000

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§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, civil, landscape, interior design, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

PAGE 4

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's ~~services.~~ services in effect at the date of this Agreement.

PAGE 5

.2 distributing the Bidding Documents to prospective ~~bidders, requesting their return upon completion of the bidding process,~~ bidders electronically and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;

PAGE 6

~~§ 3.5.3 NEGOTIATED PROPOSALS~~
~~§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.~~

~~§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by~~
~~.1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;~~
~~.2 organizing and participating in selection interviews with prospective contractors; and~~
~~.3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.~~

~~§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.~~

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PAGE 8

§ 4.1.1	Programming	Architect	Basic Services
§ 4.1.2	Multiple preliminary designs	Architect	Basic Services
§ 4.1.3	Measured drawings	Not Provided	
§ 4.1.4	Existing facilities surveys	Not Provided	
§ 4.1.5	Site Evaluation and Planning (B203™–2007)	Not Provided	
§ 4.1.6	Building information modeling	Not Provided	
§ 4.1.7	Civil engineering	Architect	Basic Services
§ 4.1.8	Landscape design	Architect	Basic Services
§ 4.1.9	Architectural Interior Design (B252™–2007)	Not Provided	

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§ 4.1.10	Value Analysis (B204™–2007)	Not Provided	
§ 4.1.11	Detailed cost estimating	Architect	Basic Services
§ 4.1.12	On-site project representation	Not Provided	
§ 4.1.13	Conformed construction documents	Not Provided	
§ 4.1.14	As-Designed Record drawings	Not Provided	
§ 4.1.15	As-Constructed Record drawings	Not Provided	
§ 4.1.16	Post occupancy evaluation	Not Provided	
§ 4.1.17	Facility Support Services (B210™–2007)	Not Provided	
§ 4.1.18	Tenant-related services	Not Provided	
§ 4.1.19	Coordination of Owner's consultants	Not Provided	
§ 4.1.20	Telecommunications/data design	Not Provided	
§ 4.1.21	Security Evaluation and Planning (B206™–2007)	Not Provided	
§ 4.1.22	Commissioning (B211™–2007)	Not Provided	
§ 4.1.23	Extensive environmentally responsible design	Not Provided	
§ 4.1.24	LEED® Certification (B214™–2007)	Architect	Basic Services**
§ 4.1.25	Fast-track design services	Not Provided	
§ 4.1.26	Historic Preservation (B205™–2007)	Not Provided	
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™–2007)	Architect	*

PAGE 9

*Furniture selection and specifications are included. If not requested by Owner, the Fee will be reduced by $3,000.00.
**LEED certification does not include commissioning.

PAGE 10

.1 ~~(—)~~ Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor

.2 ~~(—)~~ Up to two (2) monthly visits to the site by the Architect over the duration of the Project during construction

.3 ~~(—)~~ Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 ~~(—)~~ Two (2) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within ~~(—)~~ eighteen (18) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

PAGE 12

§ 6.4 If the Bidding ~~or Negotiation Phase~~ has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

...

§ 7.1 The ~~Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.~~ Owner acknowledges the Architect's Drawings, related analysis and Construction Documents, including electronic files, as Instruments of Professional Service. Nevertheless, the final Construction Documents prepared under this Agreement shall become the property of the Owner upon completion

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of the services and payment in full of all monies due to the Architect. The Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect, its officers, directors, employees and subconsultants (collectively, Architect) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized reuse or modification of the Drawings and Construction Documents by the Owner or any person or entity that acquires or obtains the Construction Documents from or through the Owner without the written authorization of the Architect.

§ 7.2 ~~The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.~~ In the event the Owner, the Owner's contractors or subcontractors, or anyone for whom the Owner is legally liable makes or permits to be made any changes to any reports, Drawings, Plans, Specifications or other Construction Documents prepared by the Architect without obtaining the Architect's prior written consent, the Owner shall assume full responsibility for the results of such changes. Therefore the Owner agrees to waive any claim against the Architect and to release the Architect from any liability arising directly or indirectly from such changes. In addition, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense arising from such changes.

§ 7.3 ~~Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.~~ In addition, the Owner agrees to include in any contracts for construction appropriate language that prohibits the Contractor or any subcontractors of any tier from making any changes or modifications to the Architect's Construction Documents without the prior written approval of the Architect and that further requires the Contractor to indemnify both the Architect and the Owner from any liability or cost arising from such changes made without such proper authorization.

~~**§ 7.3.1** In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.~~

~~**§ 7.4** Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.~~

PAGE 13

§ 8.1.3 The Architect and Owner waive against the other consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this ~~Agreement, except as specifically provided in Section 9.7.~~ Agreement.

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§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in ~~the place where the Project is located,~~ Clinton, Oklahoma, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

...

[ ] ~~Litigation in a court of competent jurisdiction~~ [X] Litigation and venue shall be in the District Court of Custer County, Oklahoma

...

~~§ 8.3 ARBITRATION~~

~~§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

~~§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

~~§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.4 CONSOLIDATION OR JOINDER~~

~~§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.~~

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§ 9.4 Either party may terminate this Agreement upon not less than ~~seven~~ 30 days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 ~~The Owner~~ Either party may terminate this Agreement upon not less than ~~seven days' written notice to the Architect for the Owner's convenience and without cause.~~30 days' written notice to the other party for convenience and without cause, subject to payment to the Architect for the value of services rendered up to the time of termination.

§ 9.6 In the event of termination ~~not the fault of the Architect,~~ as provided in paragraph 9.5, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then ~~due and all Termination Expenses as defined in Section 9.7.~~ due.

~~**§ 9.7** Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.~~

§

...

§ 10.1 This Agreement shall be governed by the law of the ~~place where the Project is located,~~ State of Oklahoma, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

PAGE 15

§ 10.6 ~~Unless otherwise required in this Agreement, the~~ The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

...

A lump sum amount of $290,624.00, plus estimated expenses of $13,850.00.

...

A lump sum amount to be agreed upon by both parties prior to beginning.

...

A lump sum amount to be agreed upon by both parties prior to beginning.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ~~percent (%),~~ fifteen percent (15%), or as otherwise stated below:

...

Schematic Design Phase	twenty	percent (	20	%)
Design Development Phase	twenty	percent (	20	%)
Construction Documents Phase	thirty-five	percent (	35	%)
Bidding or Negotiation Phase	five	percent (	5	%)
Construction Phase	twenty	percent (	20	%)

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§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ~~percent (%)~~ ten percent (10%) of the expenses incurred.

...

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section ~~9.3,~~ 9.3 or 9.5, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

An amount to be determined by the Architect plus a signed release, paid prior to the release of the Instruments of Service. The Instruments of Service shall include all engineering disciplines included in this Agreement.

...

§ 11.10.1 An initial payment of ~~($)~~ Zero ($0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid ~~( )~~ thirty-one (31) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

~~%~~ 1.5% per month

PAGE 17

12.1 **Sales Tax**. In the event the laws of the State of Kansas should change in such a way so as to require the Architect to charge sales tax for the Services and Reimbursable Expenses to be invoiced to the Owner under this Agreement, any such sales tax due shall be payable by the Owner in addition to the Compensation otherwise due under this Agreement.

12.2 **Mutual Indemnity**. The Architect agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Owner, its officers, directors and employees against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Architect's negligent performance of Professional Services under this Agreement and that of its subconsultants or anyone for whom the Architect is legally liable. The Architect's indemnity and hold harmless liability shall be subject to the Limitation of Liability amount set forth in Section 12.3.

The Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect, its officers, director and employees against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Owner's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Owner is legally liable.

Neither the Owner nor the Architect shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

12.3 **Limitation of Liability**. To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability, in the aggregate, of the Architect and the Architect's officers, directors, insurers, partners, employees and subconsultants, and any of them, to the Owner and anyone claiming by or through the Owner, for any and all claims, losses, costs or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed the total amount of the Architect's Fee. It is intended that this

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limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

12.4 **Availability of Professional Liability Insurance.** The Architect agrees to attempt to maintain professional liability coverage for the period of design and construction of the Project, if such coverage is reasonably available at commercially affordable premiums. For the purposes of this Agreement, "reasonably available" and "commercially affordable" shall mean that more than half the architects practicing the same professional discipline in the state where the project is located are able to obtain such coverage.

12.5 **Attorneys' Fees.** In the event of any dispute resolution arising from or related to this Agreement or the services provided under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorneys' fees and all other related expenses in such litigation. In the even of a non-adjudicative settlement of litigation between the parties or a resolution of a dispute by mediation or arbitration, the term "prevailing party" shall be determined by that process.

12.6 **Utilizing CAD Drawings.** The Owner and the Architect agree that any CAD files prepared by either party shall conform to the specifications listed in the attached Exhibit. The electronic files submitted by the Architect to the Owner are submitted for an acceptance period of 30 days. Any defects the Owner discovers during this period will be reported to the Architect and will be corrected as part of the Architect's Basic Scope of Services. Correction of defects detected and reported after the acceptance period will be compensated for as Additional Services.

The Owner further agrees not to use these drawings and data, in whole or in part, for any purpose or project other than the Project which is the subject of this Agreement. The Owner agrees to waive all claims against the Architect resulting in any way from any unauthorized changes or reuse of the drawings and data for any other project by anyone other than the Architect.

In addition, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold the Architect harmless from any damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising from any changes made by anyone other than the Architect or from any reuse of the drawings and data without the prior written consent of the Architect.

Under no circumstances shall transfer of the drawings and other instruments of service on electronic media for use by the Owner be deemed a sale by the Architect, and the Architect makes no warranties, either express or implied, of merchantability and fitness for any particular purpose.

12.7 **Severability:** Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted, and the remainder of this Agreement shall remain in full force and effect.

12.8 **Survival:** Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

12.9 **Certifications, Guarantees and Warranties:** The Architect shall not be required to sign any documents, no matter by whom requested, that would result in the Architects having to certify, guarantee or warrant the existence of conditions whose existence the Architect cannot ascertain. The Owner also agrees not to make resolutions of any dispute with the Architect or payment of any amount due to the Architect in any way contingent upon the Architect's signing any such certification. As used herein, the word "certify" shall mean an expression of the Architect's professional opinion to the best of its information, knowledge and belief, and does not constitute a warranty or guarantee by the Architect.

12.10 **Force Majeure:** The Owner shall not hold the Architect responsible for damages or for delays in performance caused by force majeure, acts of God, or other acts or circumstances beyond the control of the Architect, or that could not have been reasonably foreseen and prevented including, but not limited to, fire, weather, floods, earthquakes, epidemics, war, riots, terrorism, strikes, and unanticipated site conditions.

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Exhibit B – CADD Standards

...

AIA Document B101 – 2007 Exhibit A

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Steve Hewitt, City Manager

Jeffrey W. Weiford, AIA, LEED AP BD+C
Vice President

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Bronda Robbins, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:30:24 on 09/01/2011 under Order No. 7557850234_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2007, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

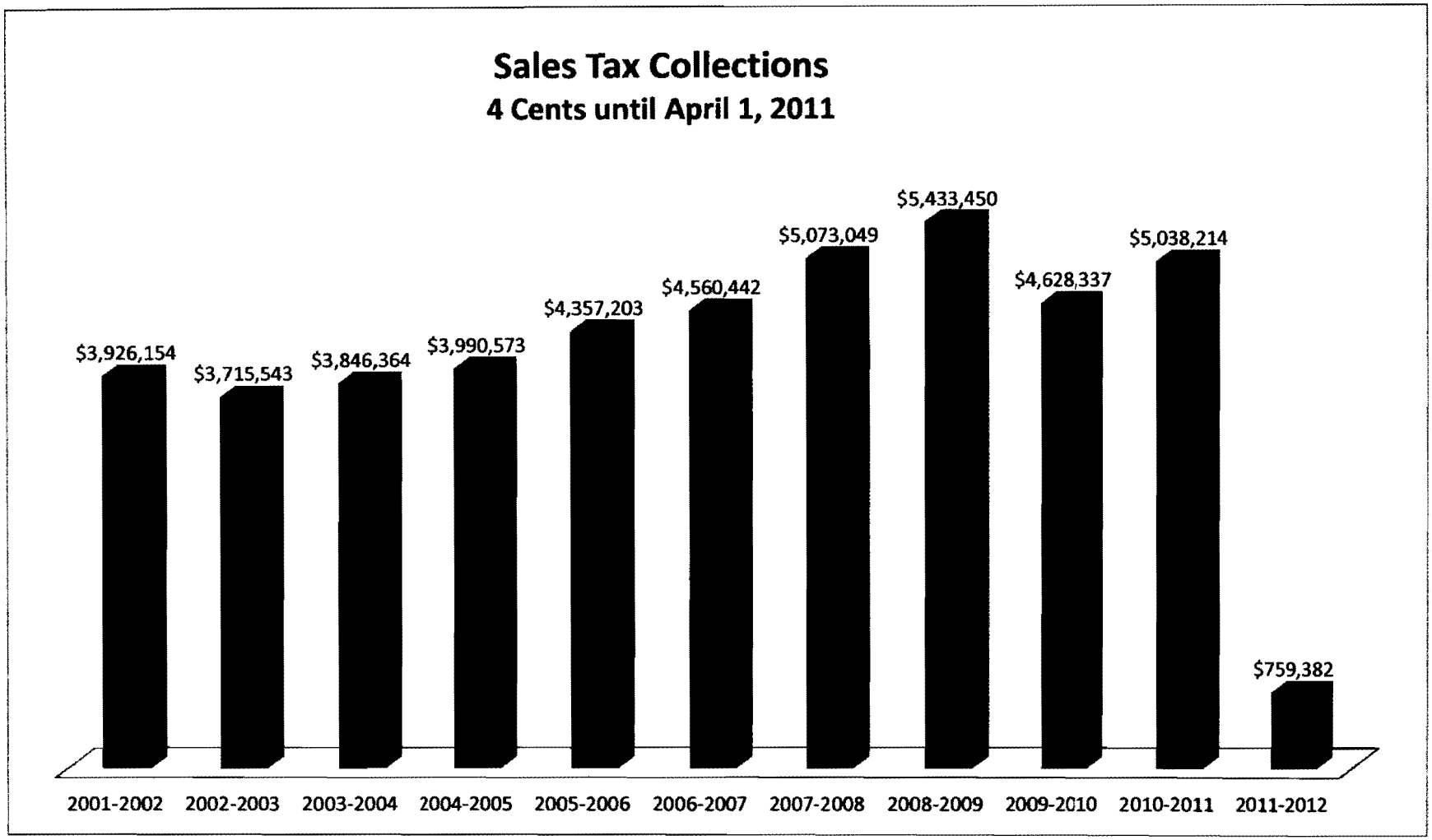
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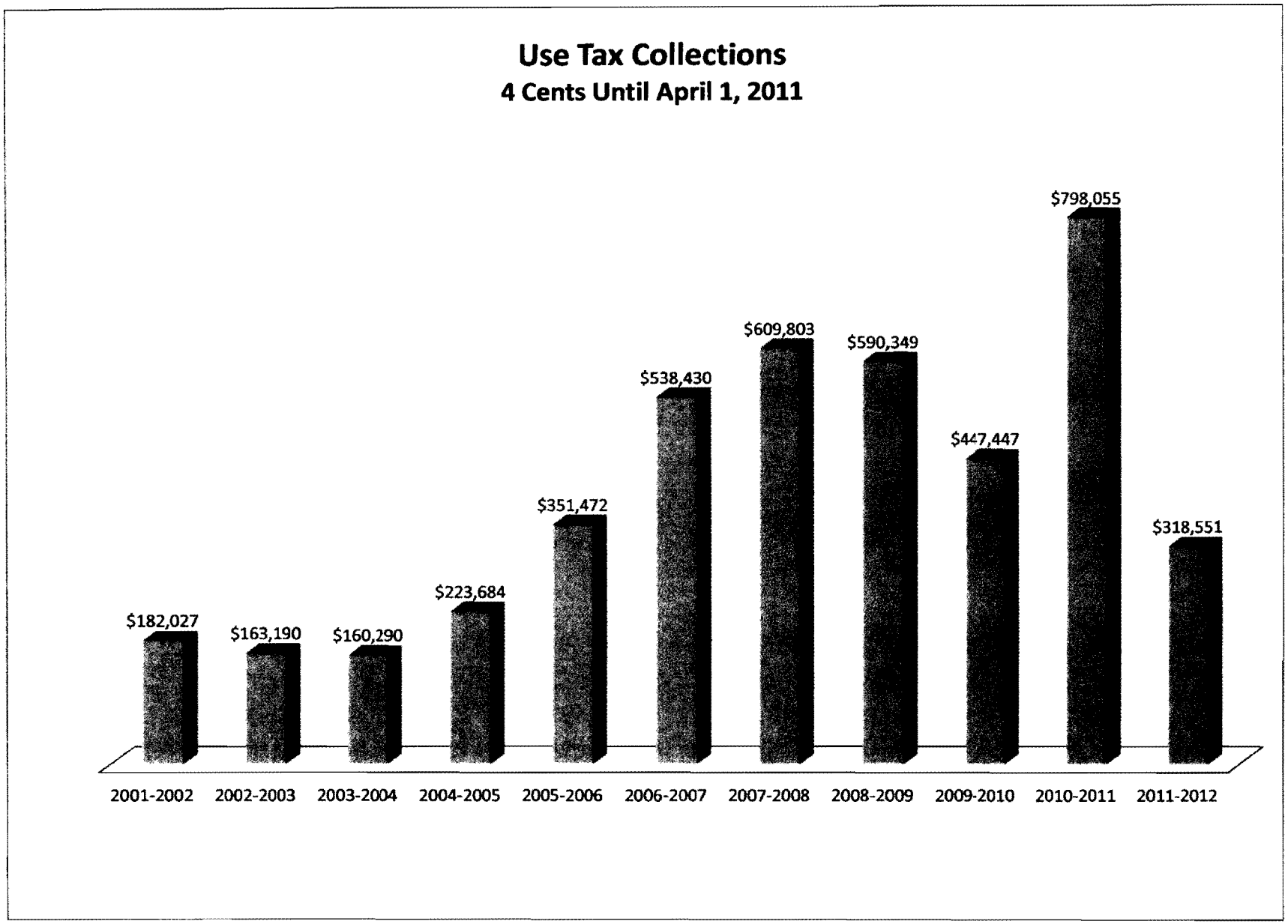
(Title)

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(Dated)

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Sales Tax Collections
4 Cents until April 1, 2011
$3,926,154
$3,715,543
$3,846,364
$3,990,573
$4,357,203
$4,560,442
$5,073,049
$5,433,450
$4,628,337
$5,038,214
$759,382
2001-2002
2002-2003
2003-2004
2004-2005
2005-2006
2006-2007
2007-2008
2008-2009
2009-2010
2010-2011
2011-2012


Use Tax Collections
4 Cents Until April 1, 2011
$182,027
$163,190
$160,290
$223,684
$351,472
$538,430
$609,803
$590,349
$447,447
$798,055
$318,551
2001-2002
2002-2003
2003-2004
2004-2005
2005-2006
2006-2007
2007-2008
2008-2009
2009-2010
2010-2011
2011-2012

SALES TAX COLLECTIONS
FY 2009-2010

				2005 4TH CENT 1 ct.						$ INCR/(DECR)	% INCR/(DECR)
				EASTSIDE	CPS	ACME CONST	ACME OPER	ECON DEV		FROM SAME MO	FROM SAME MO
SALES MONTH	REC'D	GEN FD 2 ct.	CAP IMPR 1 ct.	4.00%	12.00%	29.00%	5.00%	50.00%	TOTAL	PRIOR YEAR	PRIOR YEAR
MAY	07/09/09	204,279.98	102,139.99	4,085.60	12,256.80	29,620.59	5,107.00	51,069.99	408,559.95	(39,976.44)	-8.9%
JUNE	08/10/09	217,178.34	108,589.17	4,343.57	13,030.70	31,490.86	5,429.46	54,294.59	434,356.69	(18,048.29)	-4.0%
JULY	09/04/09	188,411.28	94,205.64	3,768.23	11,304.67	27,319.64	4,710.28	47,102.83	376,822.57	(91,840.13)	-19.6%
AUGUST	10/08/09	204,585.40	102,292.70	4,091.71	12,275.12	29,664.88	5,114.64	51,146.35	409,170.80	(106,354.61)	-20.6%
SEPTEMBER	11/09/09	175,437.36	87,718.69	3,508.75	10,526.24	25,438.42	4,385.93	43,859.34	350,874.73	(98,448.15)	-21.9%
OCTOBER	12/09/09	183,869.50	91,934.74	3,677.39	11,032.17	26,661.07	4,596.74	45,967.37	367,738.98	(76,279.44)	-17.2%
NOVEMBER	01/08/10	187,750.80	93,875.40	3,755.02	11,265.05	27,223.86	4,693.77	46,937.68	375,501.58	(75,626.52)	-16.8%
DECEMBER	02/08/10	191,722.60	95,861.29	3,834.45	11,503.35	27,799.77	4,793.06	47,930.66	383,445.18	(66,583.80)	-14.8%
JANUARY	03/08/10	177,415.16	88,707.57	3,548.30	10,644.91	25,725.20	4,435.38	44,353.78	354,830.30	(54,719.12)	-13.4%
FEBRUARY	04/09/10	151,336.48	75,668.24	3,026.73	9,080.19	21,943.78	3,783.41	37,834.11	302,672.94	(208,597.69)	-40.8%
MARCH	05/07/10	228,451.38	114,225.68		13,707.08	33,125.45	5,711.28	57,112.85	452,333.72	38,929.64	9.4%
APRIL	06/09/10	206,013.94	103,006.97	4,120.28	12,360.84	29,872.02	5,150.35	51,503.49	412,027.89	(7,571.24)	-1.8%
TOTAL		2,316,452.22	1,158,226.08	41,760.03	138,987.12	335,885.54	57,911.30	579,113.04	4,628,335.33	(805,115.79)	-14.8%

SALES TAX COLLECTIONS
FY 2010-2011

				2005 4TH CENT 1 ct.						$ INCR/(DECR)	% INCR/(DECR)	
				EASTSIDE	CPS	ACME CONST	ACME OPER	ECON DEV		FROM SAME MO	FROM SAME MO	
SALES MONTH	REC'D	GEN FD 2 ct.	CAP IMPR 1 ct.	4.00%	12.00%	29.00%	5.00%	50.00%	TOTAL	PRIOR YEAR	PRIOR YEAR	
MAY	07/09/10	223,691.66	111,845.83	4,473.83	13,421.50	32,435.29	5,592.29	55,922.92	447,383.32	38,823.37	9.5%	
JUNE	08/09/10	204,191.64	102,095.82	4,083.83	12,251.50	29,607.79	5,104.79	51,047.91	408,383.28	(25,973.41)	-6.0%	
JULY	09/08/10	206,744.08	103,372.04	4,134.88	12,404.65	29,977.89	5,168.60	51,686.03	413,488.17	36,665.60	9.7%	
AUGUST	10/08/10	215,537.95	107,768.98	4,310.76	12,932.28	31,253.00	5,388.45	53,884.49	431,075.91	21,905.11	5.4%	
SEPTEMBER	11/08/10	198,266.40	99,133.20	3,965.33	11,895.98	28,748.62	4,956.66	49,566.59	396,532.78	45,658.05	13.0%	
OCTOBER	12/08/10	212,755.94	106,377.97	4,255.11	12,765.36	30,849.60	5,318.90	53,188.98	425,511.86	57,772.88	15.7%	
NOVEMBER	01/10/11	221,639.26	110,819.63	4,432.79	13,298.36	32,137.70	5,540.98	55,409.81	443,278.53	67,776.95	18.0%	
DECEMBER	02/09/11	207,327.76	103,663.88	4,146.56	12,439.67	30,062.53	5,183.19	51,831.94	414,655.53	31,210.35	8.1%	
JANUARY	03/09/11	207,080.74	103,540.36	4,141.61	12,424.84	30,026.71	5,177.02	51,770.18	414,161.46	59,331.16	16.7%	
FEBRUARY	04/08/11	194,527.19	97,263.59	3,890.54	11,671.63	28,206.44	4,863.18	48,631.80	389,054.37	86,381.43	28.5%	
MARCH	05/10/11	240,300.19	120,150.09	4,806.00	14,418.01	34,843.53	6,007.50	60,075.05	480,600.37	28,266.65	6.2%	
APRIL **	06/09/11	245,304.94	122,652.47	0.00	0.00	0.00	6,132.46	0.00	374,089.87	(37,938.02)	-9.2%	14.5% if compared to
**	Sales Tax Reduction — Chgd to 3.05%											same sales taxes
TOTAL		2,577,367.75	1,288,683.86	46,641.24	139,923.78	338,149.10	64,434.02	583,015.70	5,038,215.45	409,880.12	8.9%	collected in prior yr

SALES TAX COLLECTIONS
FY 2011-2012

										$ INCR/(DECR)	% INCR/(DECR)	
										FROM SAME MO	FROM SAME MO	
SALES MONTH	REC'D	GEN FD 2 ct.	CAP IMPR 1 ct.	GF ACME OPER .05					TOTAL	PRIOR YEAR	PRIOR YEAR	
MAY	07/08/11	255,564.22	127,782.11	6,388.93					389,735.26	(57,648.06)	-12.9%	12.7% if compared
JUNE	08/05/11	242,391.59	121,195.79	6,059.62					369,647.00	(38,736.28)	-9.5%	18.7% if compared
JULY											0.0%	
AUGUST											0.0%	
SEPTEMBER											0.0%	
OCTOBER											0.0%	
NOVEMBER											0.0%	
DECEMBER											0.0%	
JANUARY											0.0%	
FEBRUARY											0.0%	
MARCH											0.0%	
APRIL **											0.0%	
**	Sales Tax Reduction — Chgd to 3.05%											
TOTAL		497,955.81	248,977.90	12,448.55	0.00	0.00	0.00	0.00	759,382.26	(96,384.34)		

USE TAX COLLECTIONS
FY 2009-2010

SALES MONTH	REC'D	GEN FD	$ INCR/(DECR) FROM SAME MO PRIOR YEAR	% INCR/(DECR) FROM SAME MO PRIOR YEAR
MAY	07/09/09	60,108.58	(3,881.49)	-6.1%
JUNE	08/10/09	28,924.81	(65,188.06)	-69.3%
JULY	09/04/09	70,610.59	14,238.08	25.3%
AUGUST	10/08/09	37,424.46	11,541.79	44.6%
SEPTEMBER	11/09/09	31,797.18	(43,284.83)	-57.7%
OCTOBER	12/09/09	15,399.63	(69,016.21)	-81.8%
NOVEMBER	01/08/10	17,173.94	(7,694.12)	-30.9%
DECEMBER	02/08/10	51,531.23	(639.12)	-1.2%
JANUARY	03/08/10	26,962.13	(11,535.16)	-30.0%
FEBRUARY	04/09/10	21,994.96	13,076.29	146.6%
MARCH	05/07/10	36,347.52	8,182.87	29.1%
APRIL	06/09/10	49,172.00	11,298.09	29.8%
TOTAL		447,447.03	(142,901.87)	-24.2%

USE TAX COLLECTIONS
FY 2010-2011

SALES MONTH	REC'D	GEN FD	$ INCR/(DECR) FROM SAME MO PRIOR YEAR	% INCR/(DECR) FROM SAME MO PRIOR YEAR
MAY	07/09/10	34,118.00	(25,990.58)	-43.2%
JUNE	08/09/10	92,684.34	63,759.53	220.4%
JULY	09/08/10	31,604.59	(39,006.00)	-55.2%
AUGUST	10/08/10	39,363.02	1,938.56	5.2%
SEPTEMBER	11/08/10	48,950.69	17,153.51	53.9%
OCTOBER	12/08/10	45,124.92	29,725.29	193.0%
NOVEMBER	01/10/11	55,866.12	38,692.18	225.3%
DECEMBER	02/09/11	154,935.41	103,404.18	200.7%
JANUARY	03/09/11	39,614.94	12,652.81	46.9%
FEBRUARY	04/08/11	90,278.95	68,283.99	310.5%
MARCH	05/08/11	123,539.36	87,191.84	239.9%
APRIL	06/09/11	41,975.04	(7,196.96)	-14.6%
TOTAL		798,055.38	350,608.35	78.4%

USE TAX COLLECTIONS
FY 2011-2012

SALES MONTH	REC'D	GEN FD	$ INCR/(DECR) FROM SAME MO PRIOR YEAR	% INCR/(DECR) FROM SAME MO PRIOR YEAR
MAY	07/08/11	70,664.75	36,546.75	107.1%
JUNE	08/05/11	247,886.55	155,202.21	167.5%
JULY				
AUGUST				
SEPTEMBER				
OCTOBER				
NOVEMBER				
DECEMBER				
JANUARY				
FEBRUARY				
MARCH				
APRIL				
TOTAL		318,551.30	191,748.96	

CIGARETTE TAX COLLECTIONS
FY 2009-2010

SALES MONTH	REC'D	GEN FD	$ INCR/(DECR) FROM SAME MO PRIOR YEAR	% INCR/(DECR) FROM SAME MO PRIOR YEAR
MAY	07/09/09	6,073.14	(614.65)	-9.2%
JUNE	08/10/09	6,373.01	(38.40)	-0.6%
JULY	09/04/09	4,785.09	(1,069.31)	-18.3%
AUGUST	10/09/09	5,557.96	(1,000.07)	-15.2%
SEPTEMBER	11/09/09	5,154.29	(1,908.19)	-27.0%
OCTOBER	12/09/09	5,417.96	(138.03)	-2.5%
NOVEMBER	01/08/10	5,530.90	(1,261.76)	-18.6%
DECEMBER	02/08/10	4,662.25	344.50	8.0%
JANUARY	03/08/10	4,172.68	(2,294.33)	-35.5%
FEBRUARY	04/09/10	6,005.96	(114.54)	-1.9%
MARCH	05/11/10	4,474.37	(1,970.24)	-30.6%
APRIL	06/09/10	6,305.69	486.13	8.4%
TOTAL		64,513.30	(9,578.89)	-12.9%

CIGARETTE TAX COLLECTIONS
FY 2010-2011

SALES MONTH	REC'D	GEN FD	$ INCR/(DECR) FROM SAME MO PRIOR YEAR	% INCR/(DECR) FROM SAME MO PRIOR YEAR
MAY	07/09/10	6,945.97	872.83	14.4%
JUNE	08/09/10	6,119.26	(253.75)	-4.0%
JULY	09/08/10	6,074.72	1,289.63	27.0%
AUGUST	10/08/10	6,448.66	890.70	16.0%
SEPTEMBER	11/08/10	5,710.43	556.14	10.8%
OCTOBER	12/08/10	5,301.76	(116.20)	-2.1%
NOVEMBER	01/10/11	6,994.90	1,464.00	26.5%
DECEMBER	02/09/11	4,779.32	117.07	2.5%
JANUARY	03/09/11	5,060.02	887.34	21.3%
FEBRUARY	04/08/11	7,127.74	1,121.78	18.7%
MARCH	05/08/11	5,478.55	1,004.18	22.4%
APRIL	06/09/11	7,133.52	827.83	13.1%
TOTAL		73,174.85	8,661.55	13.4%

CIGARETTE TAX COLLECTIONS
FY 2011-2012

SALES MONTH	REC'D	GEN FD	$ INCR/(DECR) FROM SAME MO PRIOR YEAR	% INCR/(DECR) FROM SAME MO PRIOR YEAR
MAY	07/08/11	7,009.76	63.79	0.9%
JUNE	08/05/11	5,631.09	(488.17)	-8.0%
JULY				
AUGUST				
SEPTEMBER				
OCTOBER				
NOVEMBER				
DECEMBER				
JANUARY				
FEBRUARY				
MARCH				
APRIL				
TOTAL		12,640.85	(424.38)	