



# Agenda

## Special City Commission Meeting

June 23, 2022  
12:00 PM

*City Administration Building at 130 N Oklahoma Ave.*

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In accordance with the Americans with Disabilities Act, persons who need accommodation in order to attend or participate in this meeting should contact City Hall at 580-782-2250 no less than 48 hours prior to the meeting in order to request such assistance.

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*The Commission of the City of Mangum will meet in special session on June 23, 2022, at 12:00 PM, in the City Administration Building at 130 N. Oklahoma Ave, Mangum, OK for such business as shall come before said Commission.*

### ORDER OF BUSINESS

#### CALL TO ORDER

#### ROLL CALL AND DECLARATION OF QUORUM

#### ORDINANCES & RESOLUTIONS

1. Discussion and possible action to Approve Resolution No. 2022-41 amending the Fiscal Budget for the General Fund and the Dispatch Operations Fund.

#### EXECUTIVE SESSION

2. Discussion and possible action to enter into executive session to discuss the employment contract for the interim City Manager. In accordance with 25 O.S. 307 (B)(1).

#### OPEN SESSION

3. Discussion and possible action with regard to executive session.

#### ADJOURN

*Motion to Adjourn*

Duly filed and posted at 11:15 am on June 21, 2022 by the City Clerk.

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*Billie Chilson, City Clerk*

## RESOLUTION NO. 2022-41

A RESOLUTION OF THE CITY OF MANGUM, OKLAHOMA AMENDING THE FISCAL YEAR 2022 ANNUAL BUDGET FOR THE GENERAL FUND AND DISPATCH OPERATIONS FUND. FUND BALANCE WAS BUDGETED IN THE GENERAL FUND SUMMARY BUT WAS NOT PUT INTO THE EXPENSES TO TRANSFER IT OUT TO THE DISPATCH OPERATIONS FUND.

**WHEREAS**, the Municipal Budget Act requires that funds be budgeted, and **WHEREAS**, the Municipal Budget Act provides for budget amendments, and **WHEREAS**, the General Fund was budgeted to use \$150,000.00 fund balance and so was the Dispatch Operations Fund but was not put in the budget to transfers out in General Fund or into the transfers in for the Dispatch Operations Fund.

**NOW, THEREFORE, BE IT RESOLVED**, by the Commissioners of the City of Mangum, Oklahoma:

SECTION 1. That the budgeted expenditures be amended by the following amounts for fiscal year 2022:

	<u>Before Amendment</u>	<u>After Amendment</u>	<u>Amount of Amendment</u>
General Fund			
Transfer to Dispatch Fund	\$85,000.00	\$215,000.00	\$130,000.00

SECTION 2. That this resolution and a copy of the amended budget be transmitted to the Oklahoma State Auditor and Inspector and one (1) copy be transmitted to the Clerk/Treasurer of this municipality.

PASSED AND APPROVED BY THE COMMISSIONERS OF THE CITY OF MANGUM, OKLAHOMA, THIS 23<sup>RD</sup> DAY OF JUNE 2022.

(seal)  
ATTEST:

\_\_\_\_\_  
Billie Chilson, City Clerk

\_\_\_\_\_  
Mary Jane Scott, Mayor

## INTERIM CITY MANAGER AGREEMENT

This Interim City Manager Agreement (“Agreement”) is entered into this 17th day of June, 2022, by and between the City of Mangum, a municipal corporation, the Mangum Utility Authority, an Oklahoma Public Trust, (collectively referred to as “City”), both located at 201 N. Oklahoma, Mangum, OK 73554, and Butch Clark.

### Section 1. Scope of Work

The City agrees to employ Butch Clark as Interim City Manager to perform the functions and duties specified for the City Manager of the City as set forth in the Charter and Ordinances of the City and to perform all other legally permissible and proper duties and functions

### Section 2. Compensation and Benefits

- 2.1. The City agrees to pay the Employee a monthly fee of \$5,125.00 per month, provide health insurance, allow the Employee to participate in the City’s retirement program, provide the Employee with a business cell phone, and a \$350.00 per month vehicle allowance. Employee will also be entitled to the same liability and workers’ compensation coverage as all other employees of the City. To the extent allowed by Oklahoma law and the Governmental Tort Claims Act, the City will defend, save harmless, and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring within the scope of the Employee’s duties.
- 2.2. The compensation and benefits contemplated under section 2.1 is the entirety of all compensation and benefits the City authorizes to be paid to the Employee.

### Section 3. Vacation and Sick Leave

Employee will accrue vacation and sick leave consistent with the City’s policy’s and guidelines governing accrual of each type of leave. The Employee is allowed to keep any leave already accrued prior to accepting this position as Interim City Manager.

### Section 4. Term, Termination, and Rights upon Termination

- 4.1. The term of this Agreement commences at 12:00 pm on June 17, 2022, and continues unless otherwise terminated by this Section.
- 4.2. This agreement will terminate if any of the following conditions are met:
  - a. on a date certain upon the hiring of a fulltime City Manager;
  - b. The Employee resigns;

- c. The Employee is removed by the majority of the governing body during an authorized public meeting.

### **Section 5. Force Majeure**

Neither Party shall be liable or responsible to the other Party for any delay, loss, damage, failure, or inability to perform under this Agreement due to an Event of Force Majeure, provided that the Party claiming failure or inability to perform provides written notice to the other Party within thirty (30) days of the date on which such Party gains actual knowledge of such Event of Force Majeure. Notwithstanding the foregoing, in no event shall a Party's failure to make payments due hereunder be excusable due to an Event of Force Majeure.

### **Section 6. Assignment**

Neither party may assign this Agreement without prior written consent of the other party. Any proposed assignment in contravention of this Section is void.

### **Section 7. Choice of Law**

The parties agree that this Agreement will be construed and enforced in accordance with Oklahoma Law and that Greer County, Oklahoma, is the proper venue to bring any action to enforce this agreement.

### **Section 8. Severability**

If a court of competent jurisdiction determines that any term of this Agreement is invalid or unenforceable to any extent under applicable law, the remainder of this Agreement, and the application of this Agreement to other circumstances, shall not be affected thereby, and each remaining term shall be valid and enforceable to the fullest extent permitted by law.

### **Section 9. Amendments**

Neither this Agreement nor any of its terms may be changed or modified, waived, or terminated, unless as otherwise provided for herein, except by an instrument in writing signed by an authorized representative of the Party against whom the enforcement of the change, waiver, or termination is sought.

### **Section 10. Waiver and Remedies**

- 10.1.** No Failure or delay by any party to insist on the strict performance of any term of this Agreement, or to exercise any right or remedy consequent to a breach, will constitute a waiver of any breach or any subsequent breach of such term. No waiver of any breach will affect or alter the remaining terms of this Agreement, but each and every term of this Agreement will continue in full force and effect with respect to any other then existing or subsequent breach.

**10.2.** The remedies provided in this Agreement are cumulative and not exclusive of the remedies provided by law or in equity. Every remedy given by this Agreement may be exercised from time to time and as often as may be deemed expedient by the Party exercising such remedy.

**10.3.** No clause or statement waives, either expressly or implicitly, any rights or immunities provided by law, including such rights and remedies afforded under the Governmental Tort Claims Act.

### **Section 11. No Third Party Beneficiaries**

There are no intended third party beneficiaries under this Agreement, and no third party shall have any rights or make any claim thereunder, it being intended that solely the Parties hereto shall have rights and may make claims hereunder.

### **Section 12. Counterparts**

This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same document. This Agreement may be executed by the Parties and transmitted by facsimile or electronic transmission and if so executed and transmitted, shall be effective as if the Parties had delivered and executed original of this Agreement.

### **Section 13. Acknowledgment**

The Parties acknowledge that they have been provided with a copy of this Agreement for review prior to signing it, that they have been given the opportunity to review it prior to signing it, that they have been given the opportunity to have this Agreement reviewed by their respective attorneys prior to signing it, and that they understanding the purpose and effect of this Agreement.

### **Section 14. Entire Agreement**

This Agreement, including any schedules or addendums attached hereto, constitutes the entire agreement between the City and Employee with respect to the subject matter and supersedes all prior agreements and understandings, oral and written, between them with respect to the subject matter of this Agreement. Any representations, promises, guarantees, or statements made by either party in the negotiating or drafting of this agreement that is not included in this Agreement are unenforceable.

### **Section 15. Notice**

All notices or other communications required or permitted to be given in accordance to this Agreement must be in writing and will be deemed to be duly given when delivered in person or two (2) business days after they are mailed prepaid certified

mail, return receipt requested, to the address listed in the introductory paragraph, unless either party has notified the other in writing of a different address.

Executed this \_\_\_ day of June, 2022, by:

CITY OF MANGUM  
MANGUM UTILITY AUTHORITY

\_\_\_\_\_  
Mayor/Board Chair

Executed and accepted this \_\_\_ day of June, 2022, by:

EMPLOYEE

\_\_\_\_\_  
Butch Clark