PUBLIC NOTICE OF A REGULAR MEETING
OF THE AIRPORT AUTHORITY
TUESDAY, MARCH 20, 2012 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Meeting status: Completed

1. Call to Order
2. Opening Prayer Doyle Kinney, First Christian Church
3. Consent Agenda
    A. Consider approval of minutes of March 6, 2012
4. Action Items:
    A. Consider Airport Maintenance Agreement with Oklahoma Aeronautics Commission
5. City Managers Report
6. Audience Participation
7. Adjournment

Filed this 15th Day of March, 2012. Posted on the bulletin board in the lobby of the Clinton City Hall on Thursday , March15, 2012 at 3:45pm

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Not recorded

AA030612

MINUTES OF AIRPORT AUTHORITY MEETING ON MARCH 6, 2012

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, March 6, 2012 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 March 2, 2012.

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

CHAIRMAN: Allen Bryson
TRUSTEES: Bob Marcy, Jason Hulin, Phyllis Smith, Don Rodolph
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, Jeremy Bush, Arnold Adams, L.R. Sights, Steve Jones and others.

L.R. Sights opened the meeting with prayer and Trustee Bob Marcy led the Pledge of Allegiance.

AGENDA ITEM NO. 3: CONSENT AGENDA

A. Minutes of the Regular Meeting of February 7, 2012
B. Consider Claims

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

Chairman put the motion to a roll call vote:

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

Chairman put the motion to a roll call vote.

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

Chairman declared the meeting adjourned at 5:37 pm.

AIRPORT MAINTENANCE AGREEMENT

BY AND BETWEEN THE CITY OF CLINTON AND THE OKLAHOMA AERONAUTICS COMMISSION FOR AN AIRPORT MAINTENANCE PROJECT

AGREEMENT

This Agreement, made the day and year last written below, by and between the city of Clinton, Oklahoma, herein after referred to as the SPONSOR, and the Oklahoma Aeronautics Commission of the State of Oklahoma, hereinafter referred to as the COMMISSION, is subject to the following terms and conditions.

WHEREAS, the COMMISSION is in receipt of a request from the SPONSOR that the COMMISSION contract crack seal the runway, taxiways and rehabilitate the main apron at the Clinton Regional Airport ("Project"). The SPONSOR will reimburse the COMMISSION for ten percent (10%) of State funds ("Project Cost") used for the Project upon completion of the work. Funding details and project description are provided in greater detail in Annexure – 1 to this agreement.

NOW, THEREFORE, it is mutually agreed by the SPONSOR and the COMMISSION that:

1. The SPONSOR hereby certifies to the COMMISSION that the project is on property owned by the SPONSOR and held in clear fee simple title by the SPONSOR.

2. Upon approval of this AGREEMENT by the SPONSOR, the COMMISSION agrees to issue the contract for this maintenance project in the lawful and appropriate manner. This project will be bid and issued through the Oklahoma Department of Central Services, Construction and Properties Division according to the rules of that division. The COMMISSION shall assume total responsibility for the construction, inspection and completion of this Project.

3. It is further understood and agreed that upon completion of said Project, the COMMISSION will invite a SPONSOR representative to attend the final inspection.

4. The COMMISSION will require the project contractor to name the SPONSOR, its trustees, councilors, officers, employees and servants as additional insured's for all liability insurance policies required for the construction.

5. Upon completion and final acceptance of the Project, the SPONSOR agrees to reimburse the COMMISSION for ten percent (10%) of the Project Cost. This reimbursement shall include all change orders or adjustments to the contract as required to fulfill the purpose of the contract to crack seal the runway, taxiways and rehabilitate the main apron at the Clinton Regional Airport. Reimbursement shall be made to the COMMISSION by the SPONSOR after the final payment to the contractor by the COMMISSION.

6. IN WITNESS WHEREOF, the SPONSOR has caused this **AGREEMENT** to be

duly executed in their name, this ___ day of March, 2012

SPONSOR'S ACCEPTANCE:

City of Clinton

Approved:

_____
Mayor

_____
City Attorney

ATTEST:

_____
City Clerk

NOTE: APPLICATION MUST BE SIGNED BY MAYOR, CITY MANAGER, OR OTHER DESIGNATED PERSON WHO IS AUTHORIZED TO SIGN CONTRACTS FOR THE SPONSOR.

DO NOT WRITE BELOW THIS LINE

APPROVED BY THE OKLAHOMA AERONAUTICS COMMISSION

The work and expenditure of funds in the amount of $_____ were approved in a regular, convened meeting of the Oklahoma Aeronautics Commission on the _____day of _____, 2012. By resolution, the COMMISSION instructed the signature and execution of the Chairman and Director as evidence by their signatures hereto set.

_____
DIRECTOR
Oklahoma Aeronautics Commission

ANNEXURE – 1

PROJECT DETAILS

Clinton Municipal
Regional Business Airport

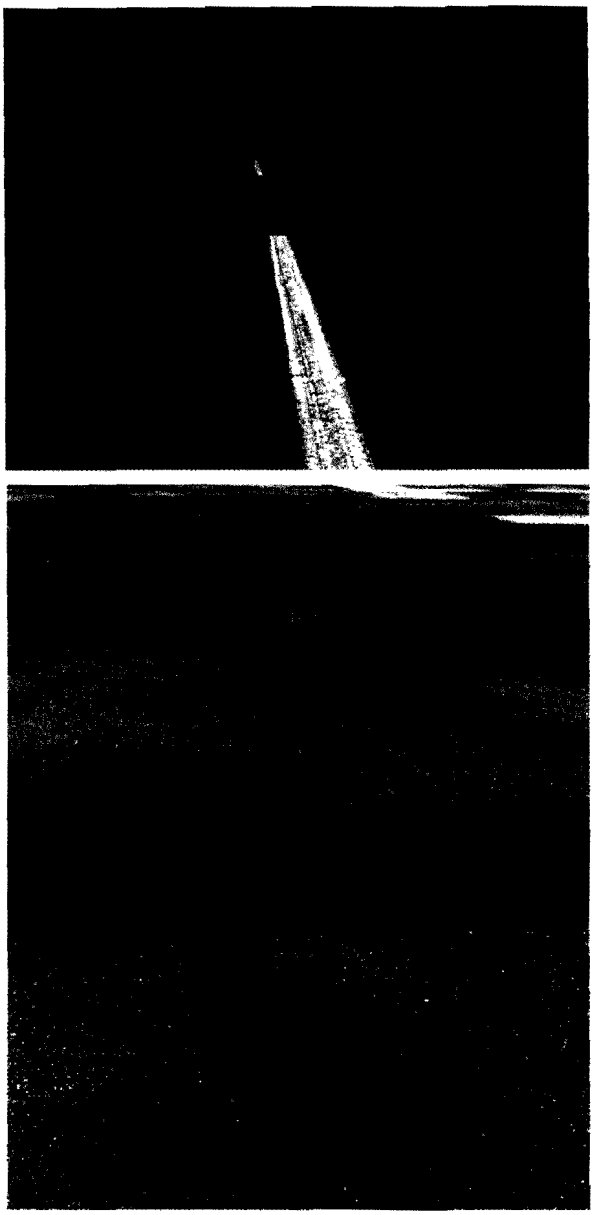
Project Description
The Overall Developmetn Objective (ODO) of the proposed project is to crack seal the runway, taxiways, and main apron.

FY 2012: Design and construct as part of the Commission's statewide pavement maintence program.
FY 2012: The City is expending all of its banked NPE ($385,000) to reconstruct the southeast T-hangar taxilanes.

Project Justification
The current PCI of the runway pavement is 63 which is categorized as Good and is at the threshold PCI rating (65) at which pavement deteriorates more rapidly. Currently the pavement is exhibiting distresses due to seasonal environmental conditions (i.e. aging, oxidation, and weathering). Distresses observed include low to medium longitudinal cracking and transverse cracking. No major structural failures were observed, therefore the pavement section is concluded to be structurally adequate to support the traffic that use the runway. Sealing the pavement cracks at this time will protect the base structure from water infiltration and extend the life of the pavement.

Airport Information
- Regional Business Airport
- Based Aircraft: 25
- Runway 17/35: 4,300 x 75'

Selection Criteria
- Pavement Management PCI: RW 63
- FAA National Priority Rating: 67 - Rehabilitate Runway
- OASP Goals: Airfield pavements PCI > 65



Funding	FY 2012	FY 2013	FY 2014	Total
Commission	$350,000			$350,000
FAA State Apportionment				$0
FAA Discretionary				$0
FAA Non-Primary Entitlement				$0
Sponsor	$38,889			$38,889
Total	$388,889			

Federal grants require 5% matching funds while state grants require 10% matching funds. The Commission may provide half of the sponsor's federal match on the above project. Commission funding is dependent on availability of State funds.

PUBLIC NOTICE OF A REGULAR MEETING
OF THE INDUSTRIAL AUTHORITY
TUESDAY, MARCH 20, 2012 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Meeting status: Completed

1. Call to Order

2. Opening Prayer Doyle Kinney, First Christian Church

3. Consent Agenda

    A. Consider Approval of Minutes of March 6, 2012

4. Action Items:

    A. Consider Resolution IA12-1 regarding Issuance of Clinton Industrial Authority Revenue Note

    B. Consider Certificate of Incumbency for the Clinton Industrial Authority

    C. Consider Promissory Note between the Clinton Industrial Authority and Oklahoma Bank and Trust

    D. Consider Security Agreement between the City of Clinton and the Clinton Industrial Authority

    E. Consider sale of approximately 9 acres of land on Red Wheat/Chapman Road for a New Hotel to Keaton Modi

5. City Manager's Report

6. Audience Participation

7. Adjournment

Filed this 15th Day of March, 2012. Posted on the bulletin board in the lobby of the Clinton City Hall on March 15, 2012 at 3:45 p.m.

_____

Not recorded

IA030612

MINUTES OF THE CLINTON INDUSTRIAL AUTHORITY, MARCH 6, 2012

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, March 6, 2012 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 March 2, 2012.

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

CHAIRMAN: Allen Bryson
TRUSTEES: Bob Marcy, Phyllis Smith, Jason Hulin, Don Rodolph
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, Arnold Adams, Jeremy Brush, L.R. Sights, Steve Jones and others.

L.R. Sights opened the meeting with prayer and Trustee Bob Marcy led the Pledge of Allegiance.

AGENDA ITEM NO. 3: CONSENT AGENDA

A. Minutes of February 21, 2012 meeting
B. Consider claims

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

Chairman put the motion to a roll call vote:

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

Chairman put the motion to a roll call vote

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

Chairman declared the meeting adjourned at 5:39 pm.

Clinton
Hub City of Western Oklahoma

Agenda Commentary

Item Title/ Subject: Financing with OB&T for Fire Department Construction Project

Staff Source: Debra Blanchard

History/Background Information: $4,000,000 Construction Project Financing was approved by Council at earlier meeting. OB&T will provide financing for 8 year period, at 2.95%

Item/Subject Summary: The officers with OB&T and legal counsel have been working to get the proper financial documents prepared to move forward with the financing. There are several documents, including, Security Agreement, two Resolutions, Certificate of Incumbency listing our City Officials, and the actual loan agreement between OB&T and the Clinton Industrial Authority. Legal Counsel has taken much time and care in preparing and reviewing these documents, in conjunction with Bank representatives. I believe Ryan Meacham will be present to answer any questions pertaining to these documents.

Price/Cost: Legal fees to be invoiced

Recommendation: I recommend approval of these financing documents and authorization for the Chairman of the Industrial Authority to execute such.

RESOLUTION NO. IA12-01

RESOLUTION AUTHORIZING THE ISSUANCE OF A CLINTON INDUSTRIAL AUTHORITY REVENUE NOTE IN AGGREGATE AMOUNT NOT TO EXCEED $4,000,000 IN CITY SALES TAX OBLIGATIONS; WAIVING COMPETITIVE BIDDING OF THE SALE OF THE NOTE; APPROVING AND AUTHORIZING THE CHAIRMAN OR VICE CHAIRMAN OF THE AUTHORITY TO APPROVE, FINALIZE, EXECUTE, MODIFY AND/OR DELIVER THE NECESSARY OR APPROPRIATE TRANSACTIONAL DOCUMENTS REGARDING THE REVENUE NOTE

BE IT RESOLVED by the Trustees of the Clinton Industrial Authority:

Section 1. Authorization of Issuance of Note. The Clinton Industrial Authority (the "Authority"), a public trust organized and existing under the laws of the State of Oklahoma, the beneficiary of which is The City of Clinton (the "City"), hereby authorizes the issuance of a Note, in the aggregate principal amount not to exceed $4,000,000 (the "Note"), for the purposes of (i) funding project costs incurred in carrying out the construction of a new Fire Department and renovation of the current Police Department (the Project) as authorized by City Ordinance 934, and reimbursing prior expenditures for the same, if any, and paying legal and financing costs relating to the issuance of the Note.

Section 2. Authorization by Beneficiary. The issuance of the Note in accordance with this Resolution was authorized in accordance with 60 O.S. §176(A) by express approval of two-thirds of the membership of the City Council of The City of Clinton as beneficiary of the Authority through the approval of the Ordinance 934 of the City Council on March 15, 2011, approving indebtedness of the Authority in an amount not to exceed an aggregate of $4,000,000 in obligations, approving assistance in development financing, and authorizing the pledge of Tax Revenues, and other matters related thereto.

Section 3. Waiver of Competitive Bidding on Sale of Note. Competitive bidding on the sale of the Note is hereby expressly waived as authorized by 60 O.S. §176(F) through the express approval of three-fourths vote of the governing body of the City Council of the City as beneficiary of the Authority through the approval of Resolution _____ of the City Council on _____ ____, 2012.

Section 4. Approval of Documents. The following documents and provisions are hereby authorized and approved, and the Chairman of the Authority (the "Chairman") is hereby authorized to approve, finalize, execute, modify and/or deliver the same, on behalf of the Authority, and such documents shall be conclusively deemed approved by the Authority upon such execution and delivery, to wit:

(A) All necessary or appropriate transactional documents regarding the Note, including, but not limited to, notices, bid forms, note purchase agreements, financing agreements, pledge agreements, mortgage agreements, including provisions regarding the terms and conditions of the issuance of the Note including, but not limited to , principal amount, maturity, interest rates, parity provisions and redemption provisions, provided that such shall be consistent with and limited by other provisions of this Resolution.

(B) Closing orders or other documents which shall direct the disbursement of proceeds received from the Note and which shall further authorize and direct the payment of costs of issuance of the Note.

(C) Any and all other documents and certifications as necessary to consummate the issuance of the Note and the transactions contemplated herein including, but not limited to (i) certifications, assurances and agreements on behalf of the Authority and (ii) such pledge agreements, subordination agreements, parity agreements and other financing documents as may be necessary with respect to the issuance of the Note or outstanding authority indebtedness, if any.

Section 5. Miscellaneous. The Chairman is authorized and directed, on behalf of and in the name of the Authority, to (i) deliver the Note to the purchasers) thereof in accordance with the terms of the Note and related agreements; (ii) direct disbursement of the proceeds received from the sale of the Note, to include but not be limited to, the payment of costs and expenses of issuance of the Note as authorized by the Authority or direction of the Chairman; (iii) approve, finalize, executed, modify, record, file and delivery the Note, securities, tax and security documents, certifications, and other documents necessary to consummate issuance of the Note; (iv) modify dates with respect

to the Note and other instruments; (v) modify the names of the Note and execute contracts and documents in furtherance thereof; and (vi) engage legal counsel and financial advisors to the extent necessary and desirable, and to enter into contracts with same. Upon execution and delivery of documents contemplated by this Resolution, the documents shall be conclusively deemed authorized and approved by the Authority. As used in this Resolution, "Chairman" shall mean the Chairman of the Authority or, in the event of the disability, absence of unavailability of the Chairman, the Vice Chairman of the Authority. The Note and any financing, pledge, or parity agreements related thereto shall be executed by the Chairman or Vice Chairman of the Authority.

PASSED AND APPROVED THE _____ day of March, 2012

_____

CHAIRMAN

(SEAL)

ATTEST:

_____

SECRETARY

Approved as to form and legality this _____ day of March, 2012.

I,_____ Secretary to the Trustees of the Clinton Industrial Authority, certify that the foregoing Resolution was properly adopted at a _____ meeting of the Trustees of the Clinton Industrial Authority, held on the 1st day of _____, 2012, in the offices of the Authority; that a quorum was present at all times throughout said meeting, and that at least four of the five Trustees voted in favor of said Resolution, in accordance with 60 O.S. §176.

_____

SECRETARY

(SEAL)

CERTIFICATE OF INCUMBENCY
OFFICIAL SIGNATURE, INDEBTEDNESS
REPRESENTATIONS AND NON-LITIGATION

STATE OF OKLAHOMA)
) **SS**
COUNTY OF CUSTER)

We, the undersigned, being the duly qualified and acting Chair and Secretary of the Clinton Industrial Authority (the "Authority") of the above County and State, hereby certify and affirm as follows:

1. That the following persons were on the 1st day of January 2012, and continuously since said date, have been and are now the duly qualified trustees and officers of the Authority:

Allen Bryson	Chair and Trustee
_____	Trustee
_____	Trustee
_____	Trustee
_____	Trustee

2. That there have been no changes in the officers of the Authority at any time during the proceedings had in connection with the issuance, sale and delivery of the $4,000,000 Clinton Industrial Authority Revenue Note, Series 2012 (Taxable) (the "Series 2012 Revenue Note").

3. That the following signature of those holding the office of Chair of the Authority is true and genuine and is the same signature as appear, either in original or facsimile form, on the above described Series 2012 Revenue Note and at other various places in these proceedings.

4. The proceeds of the Series 2012 Revenue Note will be used by the Authority for the following purposes: (i) the construction of a new Fire Department and renovation of the current Police Department (the "Project") as authorized by City Ordinance 934 of the Clinton City Council on March 15, 2011; and (ii) paying a portion of the costs of issuance.

5. No litigation is pending, or to our knowledge threatened, to restrain or enjoin the issuance, execution, sale or delivery of the Series 2012 Revenue Note or in any way contesting or affecting any authority for or the validity of the Series 2012 Revenue Note and all other documentation required thereunder or the creation, existence or powers of the Authority or the title of the present officers of the Authority, or any of them, to their respective offices or the right of the Authority to engage in any of the transactions contemplated thereunder, and that none of the proceedings or authority for the issuance of the Series

2012 Revenue Note has been repealed, revoked or rescinded.

6. Insofar as we are aware, after reasonable investigation since the date of the sale of the Series 2012 Revenue Note, there has been no material adverse change in the financial position or results of operation of the Authority, or, to the best of our knowledge, the Note Purchaser.

7. The Series 2012 Revenue Note has been duly authorized, executed and delivered by the Authority, constitutes valid and legally binding limited and special obligations of the Authority.

WITNESS OUR HANDS and the seal of said Authority as of the _____ day of _____, 2012.

CLINTON INDUSTRIAL AUTHORITY

By:_____
Allen Bryson, Chairman

(SEAL)

ATTEST:

_____
Lisa Anders, Secretary

Loan Agreement
Dated
February 7, 2012

Between

Clinton Industrial Authority
P. O. Box 1177
Clinton, OK 73601
(Borrower)

and

Oklahoma Bank and Trust Co.
P. O. Box 99
Clinton, OK 73601
(Bank)

A. BASIC CREDIT TERMS

BORROWER:	Clinton Industrial Authority
GUARANTOR:	City of Clinton/City Council
AMOUNT:	$4,000,000.00
TERM:	8 years 1 ½ years Construction/Advancable 6 ½ years Payout/Semi annual payments
PURPOSE:	Build & Equip City of Clinton Firestation
INTEREST RATE:	2.95% Fixed over 8 years Term
CLOSING FEES:	Borrower shall reimburse Lender for all "out of pocket" expense incurred which are necessary to close the transaction and perfect Lender's security interest, including but not limited to searches, inspections, title insurance, and legal costs. In the event the loan is not closed, Borrower shall reimburse Lender for legal and other closing costs incurred.
LATE CHARGE AND DEFAULT INTEREST:	A late payment charge of 5% of the payment will be assessed on all payments received more than 10 days after it scheduled due date.
PREPAYMENT:	No prepayment penalties shall be assessed on any prepayments.

B. COLLATERAL REQUIREMENTS

COLLATERAL:	Transaction is to be secured by a first lien position on land, buildings and equipment of a new fire station for the City of Clinton.
ASSIGNMENTS:	Borrower will enter into a Sales Tax Security Agreement with the City of Clinton covering 52 percent of the 0.95 percent sales tax levied pursuant to Resolution 796 and will assign a pledge such security agreement to Bank as additional collateral.
JUNIOR LIEN:	No liens or encumbrances on the collateral will be permitted except those in favor of Lender.

ENVIROMENTAL REQUIREMENTS: A) Borrower will meet or exceed all EPA requirements or regulations that are in effect and will meet or exceed all applicable future EPA requirements or regulations as they become effective.

B) Borrower will promptly take whatever action is necessary when they have knowledge that an environmental accident has occurred including the financial responsibility for the clean up process.

RISK INSURANCE: A copy of the property insurance policy to include the following information is required prior to funding:

1) Expiration Date of Policy.
2) Oklahoma Bank and Trust named as Mortgagee and Loss Payee.
3) Location of Collateral.
4) Aggregate/Liability Limit.
5) Deductible Amount.
6) Coverage Amounts.

C. FINANCIAL STATEMENTS

FINANCIAL: Annual financial statements of Borrower and guarantor shall be furnished to Lender within 120 calendar days of the end of each fiscal year-end period.

D. GENERAL PROVISIONS. Borrower agrees to the following:

A. No modification, consent or waiver of any provision of this Agreement, nor consent by Bank to any departure by Borrower therefrom, shall be effective unless the same shall be in writing and signed by an officer of Bank, and then shall be effective only in the specific instance and for the purpose for which given;

B. No act, delay or omission, including Bank's waiver of remedy because of any Default hereunder, shall constitute a waiver of any of Bank's rights and remedies under this Agreement or any other agreement between the parties. All rights and remedies of Bank are cumulative and may be exercised singularly or concurrently, and the exercise of any one or more remedies will not be a waiver of any other. No waiver, change, modification or discharge of any of Bank's rights or of Borrower's duties as so specified or allowed will be effective unless in writing and signed by a duly authorized officer of Bank, and any such waiver will not be a bar to the exercise of any right or remedy on any subsequent Default;

C. This Agreement shall inure to the benefit of the successors and assigns of Bank and shall be binding upon the successors and assigns of Borrower;

D. Bank at any time at its option may pledge, transfer or assign its rights under this Agreement in whole or in part, and any pledgee, transferee, or assignee shall have all the rights of Bank as to the rights or parts thereof so pledged, transferred or assigned, provided, however, that Borrower shall not assign any of its rights hereunder except with the written consent of Bank;

E. The Authority will designate the note as a "qualified tax exempt obligation" within the meaning of Section 765 of the Internal Revenue Code.

F. If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein;

E. EVENTS OF DEFAULT. Borrower shall be in Default under this Agreement upon the happening of any one or more of the following events or conditions, herein called "Default":

A. Any payment required by anyone note or, obligation of Borrower to Bank or to others is not made when due or in accordance with the terms of the applicable contract;

B. Borrower defaults in the performance of any covenant, obligation, warranty or provision contained in this loan agreement or in anyone agreement to which Borrower is a party or in any note, obligation, contract or undertaking of Borrower to or with Bank or others;

C. Any warranty, representation, financial information, or statement made or furnished to Bank by or in behalf of Borrower proves to have been false in any material respect when made or furnished;

D. The making of any levy against or seizure, garnishment or attachment of any property of Borrower;

E. Failure by Borrower to pay any indebtedness at maturity, or the occurrence of any event which results in acceleration of the maturity of any obligation of Borrower to Bank or to others under any promissory note, agreement, or undertaking;

F. Appointment of a receiver over any part of the property of Borrower, the assignment of property of Borrower for the benefit of creditors, or the commencement of any proceedings under any bankruptcy or insolvency laws by or against Borrower or any guarantor or surety of Borrower.

Dated this _____ day of _____, 2012.

SIGNATURES

CONFIRMED:

OKLAHOMA BANK AND TRUST COMPANY
P. O. Box 99, Clinton, OK 73601

_____

ATTEST:

_____

BORROWER:

_____

_____

STATE OF OKLAHOMA, COUNTY OF CUSTER, SS.

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, to me known to be the identical person who executed the foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary at and deed, for the uses and purposes therein set forth.

Witness my hand and seal the _____ day of _____, 2012.

My Commission Expires:

_____
Notary Public

SECURITY AGREEMENT

THIS SECURITY AGREEMENT (the "Security Agreement") is entered into as of this 20th day of March, 2012, by and between the **CITY OF CLINTON, OKLAHOMA**, (the "City") and the **CLINTON INDUSTRIAL AUTHORITY**, an Oklahoma public trust (the "Secured Party").

WHEREAS, the Secured Party has agreed to issue its promissory note entitled "Loan Agreement" in the aggregate principal amount of $4,000,000 (the "Series 2012 Revenue Note"), with said promissory note being dated of even date herewith, and being purchased by the City (referred to herein as the "Note Purchaser"), the proceeds of which are being used by the Secured Party for (i) the construction of a new Fire Department and renovation of the current Police Department ("the"Project) as authorized by City Ordinance 934, pursuant to Ordinance 934, of the Clinton City Council on March 15, 2011; and (ii) paying a portion of the costs of issuance; and

WHEREAS, the City has agreed to assign and grant to the Secured Party a security interest in the Tax Revenues. (the "Collateral") to secure the obligations of the Authority pursuant to the Series 2012 Revenue Note.

NOW, THEREFORE, the parties hereto do hereby agree as follows:

1. Creation of Security Interest. In consideration of Secured Party using the proceeds of the Series 2012 Revenue Note as herein referenced, and for other value received, the City hereby assigns to the Secured Party and grants to the Secured Party a continuing security interest in, all of the City's right, title and interest in and to the Collateral.

The security interest in the Collateral herein granted shall secure the following liabilities and obligations of the City to the Secured Party:

(a) The City's obligations pursuant to Ordinance 934 and Resolution 796;

(b) All obligations of the City hereunder;

(c) All expenditures by the Secured Party for payment of all costs and expenses of any nature, including reasonable attorneys' fees, incurred by the Secured Party in collection and enforcement of any obligations of the City to the Secured Party; and

(d) All other indebtedness, obligations or liabilities of the City to the Secured Party, whether now existing or hereafter arising, howsoever evidenced or created, actual, direct, contingent or otherwise, including all future advances, made by the Secured Party to or for the benefit of the City.

2. Representations and Warranties of the City. The City hereby represents and warrants that:

(a) The City has full legal right, power and authority, without the consent of any other person, to execute and deliver this Security Agreement and to carry out the transactions contemplated hereby, and have taken all actions required to authorize the execution, delivery and performance of this Security Agreement.

(b) This Security Agreement creates valid, binding and enforceable security interests in the Collateral, which shall constitute a lien on said Collateral.

(c) Except for the security interests granted to the Secured Party hereunder and as set forth in paragraph 2(d) above, the City has granted no security interest nor made any assignment, pledge, mortgage or hypothecation of the Collateral or any portion thereof.

(d) Except as set forth in paragraph 2(d) above, no financing statement, registration or other document creating or evidencing any right, title or interest in the Collateral is on file in any other public office (other than any such filing evidencing the Secured Party' security interest hereunder).

(e) No authorization, approval or other action by, and no notice to or filing (other than financing statements) with, any governmental authority or regulatory body is required for either (i) the grant by the City of the security interests granted hereby, (ii) the execution, delivery or performance of this Security Agreement by the City or, (iii) the perfection of or the exercise by the Secured Party of its rights and remedies hereunder, subject to the provisions of bankruptcy, insolvency and similar laws.

3. Covenants of the City. The City covenants and agrees that, so long as any obligation secured by this Security Agreement remains outstanding or unsatisfied, the City shall comply or cause compliance with the following provisions:

(a) The City shall pay all liabilities and obligations to the Secured Party, now existing or hereafter arising, when due and payable.

(b) The City will, at its own expense, execute and deliver such other instruments and documents and take such other actions as the Secured Party or their counsel may from time to time deem necessary or appropriate, to establish, perfect, preserve and maintain valid first priority security interests in the Collateral, including, without limitation, the filing of UCC financing statements, amendments thereto and continuation statements in the proper filing and recording offices and hereby authorize the Secured Party to file financing statements and amendments thereto relative to the Collateral or any part thereof without the signature of the City where permitted by law.

(c) The City shall pay all expenses and reimburse the Secured Party for any expenditures, including reasonable attorneys' fees and legal expenses, incurred in connection with the Secured Party's exercise of any of their rights and remedies under Section 6 of this Security Agreement.

(d) The Secured Party shall have the right to cure any default by the City under any agreement, indenture, mortgage, deed of trust, or other instrument relating to the Collateral or by which the Collateral is bound or may be subject, and the City shall reimburse the Secured Party for any amounts paid to cure such defaults.

(e) The City shall give the Secured Party and their representatives reasonable access to the City's premises to inspect the Collateral.

4. Further Rights of Secured Party. The Secured Party shall have the right, at its option and at any time (whether or not the City is in default), by or through any of its officers, agents, attorneys, accountants or other representatives, to:

(a) Examine and inspect the Collateral at any reasonable time, including the right to make photocopies or extracts from the City's books and records and to arrange for verification of entries thereon, under reasonable procedures; and

(b) Discharge liens or interest on the Collateral, perform or cause to be performed for or on behalf of the City any action, condition, obligation or covenant that the City fails or refuses to perform (all sums so expended by the Secured Party shall be secured by this Security Agreement).

5. Events of Default. The occurrence of any of the following events shall constitute an "Event of Default" under this Security Agreement:

(a) The City's failure to pay when due any obligation secured by this Security Agreement;

(b) The City's failure to observe or perform any of the provisions or covenants of this Security Agreement and such failure shall continue for ten (10) days after the Secured Party notify the City of such failure;

(c) Any warranty, representation or statement made or furnished to the Secured Party by or on behalf of the City pursuant to this Agreement or otherwise, proves to have been false or misleading in any material respect when made or furnished;

(d) Any event which results in a default or the acceleration of indebtedness of the City under any indenture, agreement or undertaking;

(e) Loss of any material portion of the Collateral, or the making of any seizure, or other transfer of any Collateral;

(f) A notice of lien, levy or assessment is filed or recorded with respect to all or any part of the Collateral, and the applicable claim is not discharged or satisfied within thirty (30) calendar days of such filing or recordation;

(g) The City's dissolution, insolvency, failure to pay debts as they mature, appointment of a receiver for any part of their property, assignment for the benefit of creditors, the commencement of any proceedings under any bankruptcy or insolvency laws by or against the City, or other material adverse change in the City's financial condition or means or ability to pay;

(h) Any judgment against the City, which remains unpaid, unstated on appeal or not discharged, bonded or dismissed for more than thirty (30) calendar days; or

(i) The failure of the City to promptly and fully pay, discharge or perform any obligation, liability or indebtedness to the Secured Party, whether now existing or hereafter arising.

6. Secured Party' Rights and Remedies. If any Event of Default shall have occurred and be continuing:

(a) All obligations and liabilities of the City secured hereby shall immediately become due and payable.

(b) The Secured Party may exercise in respect of the Collateral, in addition to other rights and remedies provided for herein or otherwise available to them, all the rights and remedies of a secured party under the Uniform Commercial Code as in effect from time to time in the State of Oklahoma (the "Code") (whether or not the Code applies to the affected Collateral) or other applicable law, to the extent permitted by law, and also may require the City to, and the City hereby agrees that they will at their expense and upon request of the Secured Party forthwith, assemble all or part of the Collateral as directed by the Secured Party and make it available to the Secured Party at a place or places to be designated by the Secured Party.

(c) Upon the occurrence of any Event of Default, the Secured Party shall, in addition to its other rights and remedies hereunder, be entitled, without further notice, hearing or process at law of any kind, to hold, manage and operate the Collateral on such terms and for such periods as the Secured Party shall deem proper.

(d) Upon an Event of Default, in addition to other sums due to the Secured Party, the City will pay the Secured Party all costs and expenses incurred by the Secured Party, including reasonable attorneys' fees and court costs, in connection with any sale held pursuant to this Security Agreement or in connection with enforcing the rights of the Secured Party hereunder.

(e) The rights and remedies of the Secured Party hereunder are cumulative and non-exclusive and the exercise of any one or more of the remedies provided for herein or under the Code shall not be construed as a waiver of any of the other remedies of the Secured Party so long as any part of the obligations secured hereby remain unsatisfied. No failure on the part of the Secured Party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as waiver thereof, nor shall any single or partial exercise of any such right, power or remedy by the Secured Party preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No act of the Secured Party shall be construed as an election to proceed under any one provision of this Security Agreement or at law or in equity to the exclusion of any other such provision. Nothing herein shall be construed to prevent the Secured Party from exercising each and every remedy at law or in equity for collection of the obligations of the City secured hereby.

(f) Any proceeds received by the Secured Party from the Collateral shall be applied by the Secured Party (after payment of any amounts payable to the Secured Party pursuant to Section 8) to the payment of costs and expenses incurred by the Secured Party in connection with taking possession of, managing, or maintaining the Collateral, including attorneys' fees and expenses, and the balance of such proceeds, if any, shall be applied by the Secured Party towards the payment of the obligations of the City secured hereby, in order of application as the Secured Party may form time to time elect. Any surplus of such cash proceeds held by the Secured Party and remaining after payment in full of all the obligations secured hereby shall be paid over to the City or to whomsoever may be lawfully entitled to receive such surplus.

(g) The Secured Party is authorized to endorse, in the name of the undersigned, any item, howsoever received by the Secured Party, representing rents, payment on or other proceeds of the Collateral.

7. City Remains Liable. Anything herein to the contrary notwithstanding, (a) the City shall remain liable under the contracts and agreements included in the Collateral to the extent set forth therein to perform all of its duties and obligations thereunder to the same extent as if this Security Agreement had not been executed, (b) the exercise by the Secured Party of any of its duties or obligations hereunder shall not release the City from any of their duties or obligations under the contracts and agreements included in the Collateral, and (c) the Secured Party shall not have any obligation or liability under the contracts and agreements included in the Collateral by reason of this Security Agreement, nor shall the Secured Party be obligated to perform any of the obligations or

duties of the City thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

8. Secured Party Appointed Attorney-in-Fact. The City hereby irrevocably appoints the Secured Party, following the occurrence and during the continuance of an Event of Default, the City's agent and attorney-in-fact, with full authority in the place and stead of the City and in the name of the City or otherwise, from time to time in the Secured Party's discretion, to take any action and to execute any instrument which the Secured Party may deem necessary or advisable to pursue its rights and remedies and to accomplish the purposes of this Security Agreement, including, without limitation:

(a) To ask, demand, collect, sue for, recover, compound, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Collateral;

(b) To endorse, in the name of the City, any item, howsoever received by the Secured Party, representing payment on or other proceeds of the Collateral;

(c) To take all actions necessary or appropriate to pursue and effect the rights and remedies of the Secured Party; and

(d) To file any claims, in the name of the City or the Secured Party, including any proof of claim in a bankruptcy proceeding, or take any action or institute any proceedings which the Secured Party may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce the rights of the Secured Party with respect to any of the Collateral.

9. Security Interests Absolute. All rights of the Secured Party and security interests hereunder, and all obligations of the City hereunder, shall be absolute and unconditional, irrespective of:

(a) Any lack of validity or enforceability of this Security Agreement, the Series 2012 Revenue Note, any obligation secured hereby or any other agreement or instrument relating thereto;

(b) Any change in the time, manner or place of payment of, or in any other term of, all or any of the obligations secured hereby;

(c) Any exchange, release or non-perfection of any other collateral, or any release or amendment or wavier of or consent to departure from any guaranty, for all or any of the obligations secured hereby; or

(d) Any other circumstance which might otherwise constitute a defense available to, or a discharge of, the City in respect of the obligations secured hereby or this Security Agreement.

10. Amendment and Waiver. No amendment or wavier of any provision of this Security Agreement nor consent to any departure by the City herefrom, shall in any event be effective, unless the same shall be in writing and signed by the Secured Party, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No course of dealing between the City and the Secured Party, nor any delay or failure by the City to exercise any right hereunder, shall operate as a waiver. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. Notices. Except as otherwise expressly provided herein, any notice required or desired to be served, given or delivered hereunder shall be in writing, shall be addressed to the person to be notified as follows (or to such other address or addresses as may hereafter be furnished in writing by the person to be notified):

(i) If to the Secured Party at:

Clinton Industrial Authority
415 Gary Blvd.
Clinton, Oklahoma 73601
Attention: Chairman

(ii) If to the City at:

City of Clinton
415 Gary Blvd.
Clinton, Oklahoma 73601
Attn: Mayor

and notice shall be deemed to have been validly served, given or delivered on (i) the date of delivery, if delivered in person, (ii) the third (3rd) business day after deposit in the United States mails, if delivered by certified mail, return receipt requested, (iii) the first (1st) Business Day after delivery to the courier, if delivered by private overnight courier service, or (iv) upon actual receipt thereof, if delivered in any other manner.

14. Termination. This Security Agreement shall terminate upon performance of the City's obligations under the Series 2012 Revenue Note and the Secured Party shall thereupon execute such termination statements or other documents as shall be necessary to terminate the security interest granted herein.

15. Governing Law. This Security Agreement shall be governed by the laws of the State of Oklahoma. Whenever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law; however, if any such provision shall be prohibited by or be invalid under applicable law, such provisions shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions hereof.

16. Execution in Counterparts. This Security Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Security Agreement to be executed as of the date first shown above.

"CITY": **CITY OF CLINTON, OKLAHOMA**

By:_____
Title: Allen Bryson, Mayor

(SEAL)

ATTEST:

_____
Lisa Anders, City Clerk

"SECURED PARTY": **CLINTON INDUSTRIAL AUTHORITY**

By:_____
Allen Bryson, Chairman

(SEAL)

ATTEST:

_____
Lisa Anders, Secretary

SCHEDULE A

Secured Party has a first lien on the following personal property:

Revenues, as generated in association with Ordinance 934 and Resolution 796..

Clinton
Hub City of Western Oklahoma

Agenda Commentary

Item Title/ Subject: Land Sale (Industrial Authority) for New La Quinta Inn & Suites

Staff Source: City Manager, Steve Hewitt

Date: March 15, 2012

History/Background Information:

Keaton Modi has approached me looking for property to build a new La Quinta Inn & Suites. He currently owns the Econo Lodge here in Clinton.

Subject Summary:

Mr. Modi has stated that until if finalizes his property he cannot move forward. This 9 acres sits in the TIF District and with the recent Holiday Inn and Water Park projects, this is a good location for development. Mr. Modi has made a conditional offer for the property.

The City purchased the property for $71,000, he has offered $40,000, pending the development happens in 24 months, or pay a penalty of $35,000. He has a contractor and the land acquisition will assist him finalizing the project.

Mr. Modi will be at the meeting for questions and thoughts.

Recommendation: Staff recommends. This area is prime for development. This facility will assist the TIF funding. This will increase sales tax and bed tax. Mr. Schumacher's vision and development continues with new possible developments. The City should remain pro-business and support this construction.

Price/Cost:

City Of Clinton:

I have prominently resided in Clinton, OK for the past eight years as the owner/manager of Econo Lodge Inn & Suites, previously known as Clinton Inn & Suites. I would like to develop and draw more people to this city with our next business venture. The current land for sale is ideal to break ground for La Quinta Inn & Suites (LQ).

I understand the land value exceeds the amount of $75,000; however, I would like to make the proposal to acquire the land for the price of $40,000 with a guarantee of development within 24 months. If we do not meet the contingencies of breaking ground within 1 year and completion of building with 2 years, I agree to pay the remaining balance of $35,000.

Once I acquire the land, I can promptly move forward by contracting with LQ as they are enthusiastically on board for a project in Clinton which will provide us with numbers and designs. I will also be able to progress with the appropriate team of lenders, franchisers and contractors. I anticipate a smooth and swift process due to Sawatsky's ongoing LQ development in Elk City.

I have been thoroughly researching and developing plans for this project and have no doubt it will be a positive development. I am excited to advance with our project plan of LQ.

Thank You,

Keaton Modi

1320-00-000-000-0-010-81

Addition : Clinton City Tracts
Deed Book : 1545
Deed Page : 019

9.02 Acres

Map Parcel

CLINTON INDUSTRIAL AUTHORITY
P O BOX 1177
CLINTON, OK 73601

CLINTON CITY
CLI OK
Clinton

CLINTON CITY TRACTS IRRG TR IN SW/4 LYING BETWEEN I-40 & CHAPMAN WEST SIDE OF RED WHEAT

Feb 07, 2012	Dec 14, 2005
Grantor : CITY OF CLINTON	$71,000
Grantee : CLINTON INDUSTRIAL AUTHOR	Grantor : SIGHTS-LEE ENTERPRISES
Book : 1545	Grantee : CITY OF CLINTON
Page : 019	Book : 1298
Stamps : 0.00	Page : 103
Qualifi : EX	Stamps : 106.50
Instrument : QC	Qualifi : U
Vacant : V	Instrument : WD



Google earth

feet 1000

meters 400

PUBLIC NOTICE OF A REGULAR MEETING
OF THE CITY COUNCIL
TUESDAY, MARCH 20, 2012 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Meeting status: Completed

1. Call to Order
2. Opening Prayer Doyle Kinney, First Christian Church
3. Consent Agenda
    A. Consider Approval of Minutes on March 6, 2012
4. Action Items:
    A. Discuss and Consider possible City Charter Change
    B. Consider Ordinance No. 930B regarding Flood Damage Prevention
    C. Consider Resolution No. 802 authorizing the Clinton Industrial Authority to enter into a Finance Agreement with Oklahoma Bank and Trust
    D. Consider Security Agreement between the City of Clinton and the Clinton Industrial Authority
    E. Consider contract with Colony Construction for the remodel of the Police Station
5. City Manager's Report
6. Audience Participation
7. Adjournment

Filed this 15th day of March, 2012. Posted on the bulletin board in the lobby of the Clinton City Hall on March 15, 2012 at 3:45 p.m.

_____

Not recorded

MINUTES OF THE CLINTON CITY COUNCIL
MARCH 6, 2012

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, March 6, 2012 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 March 2, 2011.

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

MAYOR: Allen Bryson
COUNCIL: Don Rodolph, Bob Marcy, Phyllis Smith, Jason Hulin
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: Arnold Adams, Jeremy Brush, David Crabtree, L.R. Sights, Steve Jones and others.

L.R. Sights opened the meeting with prayer and Councilman Bob Marcy led the Pledge of Allegiance.

AGENDA ITEM NO, 4: CONSENT AGENDA:

A. Minutes of Regular Meeting of February 21, 2012
B. Consider Claims

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

Mayor put the motion to a roll call vote:

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

Mayor declared the motion carried.

AGENDA ITEM NO. 4 ACTION ITEMS

4A. CONSIDER RECOMMENDATION REGARDING POLICE DEPARTMENT RENOVATION BIDS

City Manager Steve Hewitt said staff had been working with the architect to review the bids for the renovation of the Police Department. The recommendation to accept the bid from Colony Construction Inc. for $574,000 along with Alternate 1 in the amount of $9,900.00 was presented. He said value engineering would be done with Colony Construction.

Councilman Marcy asked how disruptive this project would be with the daily operation of the Police Department.

Police Chief David Crabtree said he had made arrangement with the Custer County Sheriff for assistance when needed but the Police Department would continue to function.

Councilman Hulin said he and the City Manager had recently toured the Police Station and he was pleased that this renovation is underway. He said the upgrades are certainly needed.

Motion was made by Councilman Rodolph and seconded by Councilman Marcy to approve the staff recommendation to award the bid from Colony Construction for $574,000 along with Alternate 1 in the amount of $9,900.00 for the renovation of the Police Department.

Mayor put the motion to a roll call vote:

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

Mayor declared the motion carried.

4 B. CONSIDER SETTING DATE FOR FIRST MEETING IN JANUARY 2013

Staff reported that the first Tuesday in January 2013 is a holiday and asked for a determination on a meeting date for a special meeting.

Motion was made by Councilman Rodolph and seconded by Councilman Marcy to call a special meeting on Wednesday, January 2, 2013 at 12:00 noon.

Mayor put the motion to a roll call vote:

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

Mayor declared the motion carried.

4 C. CONSIDER RESOLUTION 800 REGARDING ESTABLISHING DATES FOR MUNICIPAL ELECTION

The Custer County Election Board notified the City that the filing period for municipal elections would be held on Wednesday, April 11, 2012 through Friday, April 13, 2012. The Primary election would be June 26, 2012 and the general election held on November 6, 2012.

Motion was made by Councilman Rodolph and seconded by Councilman Marcy to approve Resolution No. 800 regarding establishing dates for the municipal election.

Mayor put the motion to a roll call vote:

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

Mayor declared the motion carried.

4D. CONSIDER NOMINATION FOR TRUSTEE FOR OKLAHOMA MUNICIPAL ASSURANCE GROUP BOARD

Oklahoma Municipal Assurance Group notified participants that two board members terms would be expiring June 30, 2012 and asked for nomination for these positions.

Motion was made by Councilman Marcy and seconded by Councilwoman Smith to nominate City Manager Steve Hewitt as a candidate for the OMAG Board.

Mayor put the motion to a roll call vote:

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

Mayor declared the motion carried.

Motion was made by Councilman Marcy and seconded by Councilwoman Smith to support Patti Shelite of Fort Cobb on the OMAG Board.

Mayor put the motion to roll call vote:

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

Mayor declared the motion carried.

4E. CONSIDER RESOLUTION 801 REGARDING STREET DEDICATION OF BOULEVARD OF CHAMPIONS AND ACCEPTANCE OF ROAD, UTILITY AND ROUNDABOUT EASEMENT

City Manager Steve Hewitt reported that the Planning and Zoning Board had approved the street dedication and acceptance of road, utility and roundabout easement as presented by Walt and Carolyn Schumacher. He said staff recommendations the acceptance as well.

Motion was made by Councilman Hulin and seconded by Councilman Marcy to approve Resolution 801 regarding the Street Dedication of Boulevard of Champions and acceptance of road, utility and roundabout easement.

Mayor put the motion to roll call vote:

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

Mayor declared the motion carried.

4F. REQUEST AUTHORIZATION FOR ISSUANCE OF SPECIAL EVENT AND BEVERAGE LICENSE FOR RED KNIGHTS INTERNATIONAL FIREFIGHTER MOTOR CYCLE CLUB FOR THE WEEKEND OF SEPTEMBER 7, 2012

Steve Jones presented information to the Council on an upcoming event to be held at Nance Rotary Park the weekend of September 7, 2012. He said a three-day event serving as a benefit

for Multi-County Youth Service is scheduled. He asked that the event be declared as a Special Event so as to allow for the application of the Special Event and Beverage License by the Red Knights International Firefighter Motor Cycle Club. He said security will be available at the event and all events will be conducted at the Nance Rotary Park. He said that local vendors are asked to participate in the event. A poker run is being planned for this weekend in town.

Mayor Bryson asked how important the serving of alcohol is for the event.

Steve Jones said that beer will be there anyhow and this way it can be more easily controlled.

City Manager Steve Hewitt said that Council could authorize the allowance of alcohol in the park but that a state license must be obtained before the issuance of a city Special Event license.

Councilman Hulin said he would like to see a successful event and would like to see the City help in the success of the event.

Motion was made by Councilman Rodolph and seconded by Councilman Hulin to deem the Red Knights International Firefighter Motor Cycle Club event to be held at Nancy Rotary Park the weekend of September 7, 2012 as a Special Event.

Mayor put the motion to a roll call vote:

Aye: Rodolph, Hulin, Smith, Marcy
Abstain: Bryson

Mayor declared the motion carried.

G. DISCUSS AND CONSIDER IMPROVEMENTS TO NANCE ROTARY PARK

City Manager Steve Hewitt said the City needs to maintain that codes are followed regarding the Nance Rotary Park. It was noted that the location of the park in the in flood plain.

Steve Jones said that given this area is in the flood plain that the plans that had been presented earlier will not work. He said the suggestion of a portable trailer for showers is being researched. He asked about the City working with the infrastructure for water purposes and a sewer cleanout at the facility. He said since the construction is not allowable due to FEMA, he said the proposal will need to change.

City Manager Steve Hewitt said the request for water and sewer accessibility is feasible.

Motion was made by Councilman Rodolph and seconded by Councilman Hulin to support the event with necessary improvements to the facility.

Mayor put the motion to a roll call vote:

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

Mayor declared the motion carried.

6. CITY MANAGER'S REPORT

City Manager Steve Hewitt reported that city crews have begun spraying for weeds and that soccer season has started. He stated that staff is working on the departmental budgets.

Councilman Hulin asked about the progress on plans for the Fire Station.

City Manager Steve Hewitt said there is a 50 day waiting period on two of the properties for the future site of the fire station. He said demolition on two of the houses will begin March 26th and the construction project should go to bid in April.

City Manager Steve Hewitt said a budget work session has been scheduled for May 8, 2012 at 5:30 P.M.

AGENDA ITEM. 7 AUDIENCE PARTICIPATION

A gentleman from the audience asked about the possible sale of the city landfill property.

City Manager Steve Hewitt said the city is working through a property issue at that site and therefore, the property is not yet ready for sale. He asked the gentlemen to visit with him after the meeting about other property options.

AGENDA ITEM NO. 8: ADJOURNMENT

Moved by Councilwoman Smith and seconded by Councilman Marcy to adjourn the meeting.

Mayor put the motion to a roll call vote:

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

Mayor declared the meeting adjourned at 6:25 P.M.

RESOLUTION NO. 800

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

1. **A primary election, if needed, to be held on Tuesday, June 26, 2012; *Should there be only two candidates for an office to be filed, their names will be placed on the November General Election ballot and the names will not appear on the July Primary ballot;* and**

2. **A general election, if needed, to be held on Tuesday, November 6, 2012; and**

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

Councilman representing Ward Two and Councilman representing Ward Four and Mayor at Large each for a term of two years, beginning at 12:00 noon, on Wednesday, January 3, 2013.

Filing period for the above mentioned office will be for 8 o'clock A.M., Wednesday, April 11, 2012 through 5 o'clock P.M. Friday, April 13, 2012, in the office of the Custer County Election Board located at 633 North 6th in Clinton, Oklahoma; and

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

Adopted this 6 **day of** March, **2012.**

Allen Bryson

Allen Bryson, Mayor

ATTEST:

Lisa Anders

Lisa Anders, City Clerk

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

Date; 3-8-12

Jeri Zitterkob, by Ann Brown

Jeri Zitterkob, Custer County Election Board Secretary

Received
MAR 07 2012

RESOLUTION NO. 801

DEDICATION OF BOULEVARD OF CHAMPIONS AS A PUBLIC THOROUGHFARE LOCATED OVER AND ACROSS CERTAIN TRACTS OF LAND LOCATED IN THE SOUTHEAST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 12 NORTH, RANGE 17 W.I.M., CUSTER COUNTY, OKLAHOMA.

WHEREAS, the owners of the land described below have requested that such area be dedicated to public uses as a thoroughfare to be known as Boulevard of Champions with the owners of the real estate abutting on the North and South, their assigns and successors in interest, to have the perpetual right of unlimited ingress and egress from such street, such subject street area being described as follows:

An easement and right-of-way for street and road purposes over and across a strip or parcel lying in the SW Quarter of Section 22, T 12 N, R 17 W.I.M. in Custer County, Oklahoma, said strip being described as 110 feet in width (70 feet right and 40 feet left) of a centerline BEGINNING at a point on the East Boundary of said SW Quarter a distance of 895.74 feet N 0°03'19" E from the SE Corner of said SW Quarter; thence Southwesterly on a curve to the left having a radius of 437.37 feet, a distance of 28.68 feet with a long chord bearing S 32°26'43" W a length of 28.68 feet; thence S 30°42'45" W a distance of 98.14 feet; thence Southwesterly on a curve to the right having a radius of 636.32 feet, a distance of 733.33 feet with a long chord bearing S 63°42'45" W a length of 693.46 feet; thence a strip 120 feet in width (70 feet right and 50 feet left) N 83°17'15" W a distance of 400.00 feet; thence a strip 100 feet in width (50 feet right and 50 feet left) N 83°17'15" W a distance of 570.31 fee to a point of the East Right of Way Line of Red Wheat Drive; and

A parcel of land lying the SE Quarter of Section 22, T 12 N, R 17 W.I.M. in Custer County, said parcel being described as 50 feet each side of a centerline commencing at the SW Corner of said SE Quarter, thence N 00°03'19" E a distance of 895.74 feet along the West boundary of said SE ¼ ; thence Northeasterly on a curve to the right having a radius of 473.37 feet, a distance of 351.75 feet with a long chord bearing N 55°28'20" E a length of 343.71 feet; then N 76°45'34" E a distance of 221.74 feet; thence Northeasterly on a curve to the right having a radius of 579.97 feet a distance of 149.80 feet with a long chord bearing N 84°09'32" a length of 149.38 feet; for a POINT OF BEGINNING; thence Southeasterly on a curve to the right having a radius of 579.97 feet a distance of 160.58 feet with a long chord bearing S 80°30'34" E a length of 160.06 feet.

WHEREAS, the subject street has been duly certified and dedicated by the owners and developers of said area; and

WHEREAS, the Planning and Zoning Board of the City of Clinton has reviewed the application and have inquired into the desirability of such dedication and have found that the subject street has been constructed in accordance with the regulations and requirement of Clinton City Code as Amended, and have recommended that its dedication be accepted; and

WHEREAS, this Council has found that the application for dedication of this street has merit and its acceptance as such will result in benefit to the City of Clinton;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Clinton, Oklahoma, that the Dedication of Boulevard of Champions be approved and accepted as requested by the owners and developers aforesaid.

Adopted this 6 day of March, 2012.

Mayor, City of Clinton, Oklahoma

ATTEST:

City Clerk, City of Clinton, Oklahoma

Clinton
Hub City of Western Oklahoma

Agenda Commentary

Item Title/ Subject: Flood Damage Prevention Ordinance

Staff Source: Rhonda Williams, Executive Assistant

History/Background Information: FEMA has created a new Flood insurance Rate Map for Washita County and the City of Clinton owns property in Washita County and there is property inside the corporate limits of the City that is located in Washita as well. This Ordinance is required for residents of Clinton, located in Washita County to be able to purchase Flood Insurance.

Item/Subject Summary: I have been working with FEMA, Oklahoma Water Recourses Board and Ryan Meacham, City Attorney, on this Ordinance. They agree that it meets all of the requirements and is ready for your consideration for adoption.

Price/Cost:

Recommendation: I recommend that we adopt Ordinance 903b, to meet the requirements set forth by FEMA and the ORWB.

ORDINANCE NO. 930b

AN ORDINANCE AMENDING ORDINANCE NO. 930 REGARDING FLOOD DAMAGE PREVENTION ORDINANCE THAT ADOPTS THE NEW WASHITA COUNTY FLOOD MAP DATED APRIL 3, 2012 CREATED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY; WHICH REQUIRES FLOODPLAIN PERMITS FOR ANY NEW DEVELOPMENT IN THE FLOODPLAIN, SETS A PENALTY AND ESTABLISHES FEES AND ESTABLISHES AN EMERGENCY. THIS ORDINANCE IS REQUIRED FOR RESIDENTS OF CLINTON TO BE ABLE TO PURCHASE FLOOD INSURANCE IN OR OUT OF THE FLOODPLAIN.

WHEREAS the Federal Emergency Management Agency (FEMA) has created a Flood Insurance Rate Map for Washita County;

WHEREAS the City of Clinton owns property in Washita County;

WHEREAS the City of Clinton has previously adopted Ordinance 930 and 930a with regard to flood damage prevention as required by FEMA;

NOW THEREFORE, Ordinance No. 930 and 930a are amended as follows:

1. Article III, Subsection B shall state as follows:

The areas of special fold hazard indentified by FEMA in a scientific and engineering report entitled, "The Flood Insurance Study for Custer County, Oklahoma and Incorporated Areas" dated January 6, 2011, with the accompanying Flood Insurance Rate Map (FIRM) are hereby adopted on January 6, 2011, by reference and declared to be a part of this ordinance. However, until this date the current effective flood maps for the City of Clinton dated April 3, 1987, shall be used for this purpose until January 6, 2011.

The areas of special flood hazard identified by the Federal Emergency Management Agency in a scientific and engineering report entitled, "The Flood Insurance Study for Washita County, Unincorporated Areas, dated April 3, 2012, with accompanying Flood Insurance Rate Map (FIRM) are hereby adopted by reference and declared to be a part of these regulations. However, until April 3, 2012, the areas of special flood hazard identified by the Federal Emergency Management Agency in a scientific and engineering report entitled, "The Flood Insurance Study for Washita County, Unincorporated Areas, dated June 18, 1996, with accompanying Flood Insurance Rate Map (FIRM) are hereby adopted by reference and declared to be a part of these regulations until April 3, 2012.

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

Passed and approved this _____ day of _____, 2012.

_____
Allen Bryson, Mayor

ATTEST:

_____
Lisa Anders, City Clerk

Clinton
Hub City of Western Oklahoma

Agenda Commentary

Item Title/ Subject: Financing with OB&T for Fire Department Construction Project

Staff Source: Debra Blanchard

History/Background Information: $4,000,000 Construction Project Financing was approved by Council at earlier meeting. OB&T will provide financing for 8 year period, at 2.95%

Item/Subject Summary: The officers with OB&T and legal counsel have been working to get the proper financial documents prepared to move forward with the financing. There are several documents, including, Security Agreement, two Resolutions, Certificate of Incumbency listing our City Officials, and the actual loan agreement between OB&T and the Clinton Industrial Authority. Legal Counsel has taken much time and care in preparing and reviewing these documents, in conjunction with Bank representatives. I believe Ryan Meacham will be present to answer any questions pertaining to these documents.

Price/Cost: Legal fees to be invoiced

Recommendation: I recommend approval of these financing documents and authorization for the Chairman of the Industrial Authority to execute such.

RESOLUTION NO. 802

RESOLUTION AUTHORIZING THE ISSUANCE OF A CLINTON INDUSTRIAL AUTHORITY REVENUE NOTE IN AGGREGATE AMOUNT NOT TO EXCEED $4,000,000 IN CITY SALES TAX AND CITY LODGING TAX OBLIGATIONS; WAIVING COMPETITIVE BIDDING OF THE SALE OF THE NOTE; APPROVING AND AUTHORIZING THE CHAIRMAN OR VICE CHAIRMAN OF THE AUTHORITY TO APPROVE, FINALIZE, EXECUTE, MODIFY AND/OR DELIVER THE NECESSARY OR APPROPRIATE TRANSACTIONAL DOCUMENTS REGARDING THE REVENUE NOTE

BE IT RESOLVED by the City of Clinton:

Section 1. Authorization of Issuance of Note. The City of Clinton, a municipality existing under the laws of the State of Oklahoma, hereby authorizes the issuance of a Note by the Clinton Industrial Authority, in the aggregate principal amount not to exceed $4,000,000 (the "Note"), for the purposes of (i) funding project costs incurred in carrying out the construction of a new Fire Department and renovation of the current Police Department (the Project) as authorized by City Ordinance 934, and reimbursing prior expenditures for the same, if any, and paying legal and financing costs relating to the issuance of the Note.

Section 2. Waiver of Competitive Bidding on Sale of Note. Competitive bidding on the sale of the Note is hereby expressly waived as authorized by 60 O.S. §176(F).

Section 3. Approval of Documents. The following documents and provisions are hereby authorized and approved, and the Chairman of the Authority (the "Chairman") is hereby authorized to approve, finalize, execute, modify and/or deliver the same, on behalf of the Authority, and such documents shall be conclusively deemed approved by the Authority upon such execution and delivery, to wit:

(A) All necessary or appropriate transactional documents regarding the Note, including, but not limited to, notices, bid forms, note purchase agreements, financing agreements, pledge agreements, mortgage agreements, including provisions regarding the terms and conditions of the issuance of the Note including, but not limited to , principal amount, maturity, interest rates, parity provisions and redemption provisions, provided that such shall be consistent with and limited by other provisions of this Resolution.

(B) Closing orders or other documents which shall direct the disbursement of proceeds received from the Note and which shall further authorize and direct the payment of costs of issuance of the Note.

(C) Any and all other documents and certifications as necessary to consummate the issuance of the Note and the transactions contemplated herein including, but not limited to (i) certifications, assurances and agreements on behalf of the Authority and (ii) such pledge agreements, subordination agreements, parity agreements and other financing documents as may be necessary with respect to the issuance of the Note or outstanding authority indebtedness, if any.

Section 4. Miscellaneous. The Chairman is authorized and directed, on behalf of and in the name of the Authority, to (i) deliver the Note to the purchasers thereof in accordance with the terms of the Note and related agreements; (ii) direct disbursement of the proceeds received from the sale of the Note, to include but not be limited to, the payment of costs and expenses of issuance of the Note as authorized by the Authority or direction of the Chairman; (iii) approve, finalize, executed, modify, record, file and delivery the Note, securities, tax and security documents, certifications, and other documents necessary to consummate issuance of the Note; (iv) modify dates with respect to the Note and other instruments; (v) modify the names of the Note and execute contracts and documents in furtherance thereof; and (vi) engage legal counsel and financial advisors to the extent necessary and desirable, and to enter into contracts with same. Upon execution and delivery of documents contemplated by this Resolution, the documents shall be conclusively deemed authorized and approved by the Authority. As used in this Resolution, "Chairman" shall mean the Chairman of the Authority or, in the event of the disability, absence of unavailability of the Chairman, the Vice Chairman of the Authority. The Note and any financing, pledge, or parity agreements related thereto shall be executed by the Chairman or Vice Chairman of the Authority.

PASSED AND APPROVED THE _____ day of March, 2012

_____
MAYOR

(SEAL)

ATTEST:

_____
SECRETARY

Approved as to form and legality this _____ day of March, 2012.

Clinton
Hub City of Western Oklahoma

Agenda Commentary

Item Title/ Subject: Contract with Colony Construction, Inc.

Staff Source: City Manager, Steve Hewitt

Date: March 15, 2012

History/Background Information:

Council approved the bid with Colony Construction for the remodel of the Police Station.

Subject Summary:

Architects have been working with staff and Colony on some value engineering to cut costs. We have VE savings of $34,996. This is a standard AIA 101 contract between City of Clinton and Contractor.

Recommendation: Staff recommends. (City Attorney has reviewed and approved)

Price/Cost: Contract Price of **$548,904**

DRAFT

AIA® Document A101™ – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Fifteenth day of March in the year
(In words, indicate day, month and year.)

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

City of Clinton, Oklahoma
415 W. Gary Boulevard
Clinton, OK 73601

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

Colony Construction, Inc.
2811 Dorchester Drive
Oklahoma City, OK 73120

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

City of Clinton, Oklahoma
Police Department Remodel
401 Gary Boulevard
Clinton, Oklahoma 73601

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

GLMV Architecture, Inc.
1525 E. Douglas
Wichita, KS 67211

The Owner and Contractor 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.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.
(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

The Date of Commencement shall be the date of a written Notice to Proceed issued by either the Owner or Architect.

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than two hundred (200) calendar days from the date of commencement, or as follows:
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

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(Table deleted)
, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

Liquidated damages in the sum of Five Hundred and no/100 Dollars ($500.00) shall be paid to the Owner, by the Contractor, for each consecutive calendar day after the date indicated to achieve Substantial Completion, until Project is Substantially Complete.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Five Hundred Forty-Eight Thousand Nine Hundred Four and no/100 Dollars ($548,904.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid: $574,000
Add Alternate 1: $ 9,900
Value Engineering (VE) Proposals Accepted:

1. Change Lavatory Faucets P2.1 from sensor-operated to manually-operated Delta 2529 (5 each).
   Change Scullery Sink P4.2 to Griffin Products C75-354-40 (3-compartment with 24-inch left side drainboard).
   Change grease interceptor to Watts WD-20.
   Credit: $7,000.00
2. Owner to provide the dumpsters and not require portable restrooms for the Contractor.
   Credit: $3,500.00
3. Change modular stainless-steel cabinets to factory-finished metal. Countertops would remain stainless steel.
   Credit: $12,596.00
4. Use roll carpeting in lieu of carpet tile; color, family and manufacturer remain as specified. Substitute the ceramic tile specified to Stratford Place colors by Daltile. Color to be selected by the Architect.
   Credit: $7,200.00
5. Eliminate the lockers from the Base Bid Amount. Owner will furnish and install the lockers.
   Credit: $4,700.00

Total Credits from VE Proposals: $ 34,996
Total Contract Amount: $548,904

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

Alternate 1 – Shower Room: Add $9,900.00

§ 4.3 Unit prices, if any: None.
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

(Table deleted)
§ 4.4 Allowances included in the Contract Sum, if any: None
(Identify allowance and state exclusions, if any, from the allowance price.)

(Table deleted)
ARTICLE 5 PAYMENTS
§ 5.1 PROGRESS PAYMENTS
§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

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§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than forty-five (45) days after the Architect receives the Application for Payment, or as required by applicable law.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent (10%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;

.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10%);

.3 Subtract the aggregate of previous payments made by the Owner; and

.4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)

.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:
(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

None.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

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§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:
(Check the appropriate box. If the Owner and Contractor 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, Claims will be resolved by litigation in a court of competent jurisdiction.)

[ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2007

[X] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

2% above the prime rate at Bank of America, Oklahoma City, Oklahoma

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§ 8.3 The Owner's representative:
(Name, address and other information)

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

§ 8.4 The Contractor's representative:
(Name, address and other information)

David Shaw
Colony Construction, Inc.
2811 Dorchester Drive
Oklahoma City, OK 73120

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

None.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

(Table deleted)
SC1 through SC31

§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)
Exhibit A listing contents of Specifications dated January 23, 2012.

(Table deleted)
§ 9.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)
Exhibit B listing Drawings dated January 23, 2012.

(Table deleted)
§ 9.1.6 The Addenda, if any:

Number	Date	Pages
1	February 14, 2012	5
2	February 17, 2012	2

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

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§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

.1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

.2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007.
(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

Type of insurance or bond	**Limit of liability or bond amount ($0.00)**

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

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
Allen Bryson, Mayor	David Shaw, Vice President
(Printed name and title)	*(Printed name and title)*

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DIVISION 08 – OPENINGS
081113 Hollow Metal Doors and Frames
081416 Flush Wood Doors
081433 Stile and Rail Wood Doors
083113 Access Doors and Frames
085653 Security Windows
087100 Door Hardware
088000 Glass and Glazing

DIVISION 09 – FINISHES
092216 Non-Structural Metal Framing
092900 Gypsum Board
093000 Tiling
095113 Acoustical Panel Ceilings
096513 Resilient Base and Accessories
096813 Tile Carpeting
099000 Painting
099600 High-Performance Coatings

DIVISION 10 – SPECIALTIES
101400 Signage
102800 Toilet, Bath and Laundry Accessories
105113 Metal Lockers

DIVISION 11 – EQUIPMENT
113100 Residential Appliances

DIVISION 12 – FURNISHINGS
122113 Horizontal Louver Blinds
123553 Metal Casework
124813 Entrance Floor Mats and Frames
125500 Law Enforcement Equipment

DIVISION 22 - PLUMBING
220500 Common Work Results for Plumbing
220513 Common Motor Requirements for Plumbing Equipment
220523 General-Duty Valves for Plumbing Piping
220529 Hangers and Supports for Plumbing Piping and Equipment
220553 Identification for Plumbing Piping and Equipment
220700 Plumbing Insulation
221116 Domestic Water Piping
221119 Domestic Water Piping Specialties
221316 Sanitary Waste and Vent Piping
221319 Sanitary Waste Piping Specialties
221329 Sanitary Sewerage Pumps
224000 Plumbing Fixtures
224600 Security Plumbing Fixtures
224700 Drinking Fountains and Water Coolers

TABLE OF CONTENTS

BIDDING REQUIREMENTS
Invitation for Bids
Instructions to Bidders
Lump Sum Bid Form

CONTRACTING REQUIREMENTS
AIA Document A201 – 2007, General Conditions of the Contract for Construction
Supplementary Conditions

DIVISION 01 – GENERAL REQUIREMENTS
011000 Summary
012100 Allowances
012300 Alternates
012600 Contract Modification Procedures
012900 Payment Procedures
013100 Project Management and Coordination
013200 Construction Progress Documentation
013300 Submittal Procedures
014000 Quality Requirements
014200 References
015000 Temporary Facilities and Controls
016000 Product Requirements
017300 Execution
017329 Cutting and Patching
017700 Closeout Procedures
017823 Operation and Maintenance Data
017839 Project Record Documents
017900 Demonstration and Training

DIVISION 02 – EXISTING CONDITIONS
024119 Selective Structure Demolition

DIVISION 03 – CONCRETE
033000 Cast-in-Place Concrete
033536 Polished Dyed Concrete Floor System and Slab Replacement

DIVISION 04 – MASONRY
042000 Unit Masonry

DIVISION 05 – METALS
055000 Metal Fabrications

DIVISION 06 – WOOD, PLASTICS, AND COMPOSITES
061000 Rough Carpentry
064020 Interior Architectural Woodwork
066400 Vinyl Paneling

DIVISION 07 – THERMAL AND MOISTURE PROTECTION
072100 Thermal Insulation
079200 Joint Sealants

DIVISION 23 – HEATING, VENTILATING, AND AIR CONDITIONING
230500 Common Work Results for HVAC
230513 Common Motor Requirements for HVAC Equipment
230529 Hangers and Supports for HVAC Piping and Equipment
230548 Vibration and Seismic Controls for HVAC Piping and Equipment
230593 Testing, Adjusting, and Balancing for HVAC
230700 HVAC Insulation
233100 HVAC Ducts and Casings
233300 Air Duct Accessories
233423 HVAC Power Ventilators
233713 Diffusers, Registers, and Grilles
234100 Particulate Air Filtration

DIVISION 26 – ELECTRICAL
260500 Common Work Results for Electrical
260519 Low-Voltage Electrical Power Conductors and Cables
260520 Low-Voltage Cable Installation
260526 Grounding and Bonding for Electrical Systems
260533 Raceway Systems
260548 Seismic Protection for Electrical Equipment
262200 Low-Voltage Transformers
262416 Panelboards
262726 Wiring Devices
262810 Overcurrent Protective Devices
262816 Enclosed Switches and Circuit Breakers
262900 Motors
262923 Motor Controllers
265100 Building Lighting

DIVISION 27 – COMMUNICATIONS
270500 Common Work Results for Communications

DIVISION 28 – ELECTRONIC SAFETY AND SECURITY
281300 Integrated Security and Monitoring System
282300 CCTV Surveillance Systems

DIVISION 32 – EXTERIOR IMPROVEMENTS
321216 Asphalt Paving
321313 Concrete Paving
321373 Concrete Paving Joint Sealants

EXHIBIT B
January 23, 2012

City of Clinton, Oklahoma
Police Department Remodel
Index of Drawings

G001	COVER SHEET AND INDEX
CS1.1	LIFE/SAFETY
CS1.2	PHASING PLAN
C1.1	ENLARGED SITE PLANS
C2.1	SITE DETAILS
AD1.1	ARCHITECTURAL DEMOLITION PLAN
A1.1	ARCHITECTURAL FLOOR PLAN
A1.2	EQUIPMENT PLAN & TOILET ACCESSORY SCHEDULE
A1.3	REFLECTED CEILING PLAN
A1.4	FLOOR FINISH PLAN
A2.1	SCHEDULES
A5.1	DETAILS
A7.1	INTERIOR ELEVATIONS AND CASEWORK DETAILS
A8.1	SIGNAGE PLAN AND SIGNAGE DETAILS
I1.1	FURNITURE PLAN
S0.1	STRUCTURAL GENERAL NOTES
S1.1	STRUCTURAL PLAN AND DETAILS
M1.1	MECHANICAL COVER SHEET
M2.1	MECHANICAL DEMOLITION PLAN
M3.1	PLUMBING PLAN
M4.1	HVAC PLAN
M5.1	MECHANICAL DETAILS
M6.1	MECHANICAL SCHEDULES
E0.1	ELECTRICAL LEAD SHEET
E0.2	ELECTRICAL SCHEDULES
E1.1	ELECTRICAL DETAILS
E1.2	ELECTRICAL DETAILS
E2.1	ELECTRICAL DEMOLITION PLAN
E4.1	ELECTRICAL POWER PLAN
E5.1	ELECTRICAL LIGHTING PLAN