PUBLIC NOTICE OF A REGULAR MEETING
OF THE AIRPORT AUTHORITY
TUESDAY, DECEMBER 16, 2014 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Source listing: 12/16/14 Meetings
Original source: https://agendas.clintonok.gov/archive/2014/121614/launch.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2014/121614/council.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2014/121614/multi.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2014/121614/publicwork.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2014/121614/recreational.htm
Original reference document: https://agendas.clintonok.gov/archive/2014/121614/PUBLICHEARING.pdf

1. Call to Order

2. Opening Prayer/Pledge Dan Day, Ministerial Alliance

3. Consent Agenda

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

4. Action Items:

    A. Presentation and Consideration of 2013-2014 Audit

5. Trustee Report

6. City Manager's Report

7. Audience Participation

8. Adjournment

Filed this 12th Day of December, 2014. Posted on the bulletin board in the lobby of the Clinton City Hall on December 12, 2014 at 3:00 p.m.

_____

Not recorded

AA120214

MINUTES OF AIRPORT AUTHORITY MEETING
DECEMBER 2, 2014

Minutes of the regular meeting of the Chairman and Trustees of the Clinton Airport Authority City of Clinton, Oklahoma, Custer County, held in the City Council Room, City Hall on Tuesday, December 2, 2014, 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 November 25, 2014.

Chairman Seth Adams called the meeting to order with the following present;

MAYOR: Seth Adams
COUNCIL: Don Rodolph, Wheeler Lowry, Jason Hulin
ABSENT: Mustafa Sami
CITY MANAGER: Mark Skiles
CITY CLERK: Lisa Anders
CITY TREASURER: Debra Blanchard
DEPUTY CLERK: Shona Stermer
CITY ATTORNEY: Ryan Meacham
NEWS MEDIA: Gerald Green and Corianne Fairchild
OTHERS: Kris Wermy, Jeremy Brush, Gene McCullough, Toby Anders, Justin Parker, Mary Smith, Denice Eaton, Chad Eaton, Robert & Cindy Mayfield, Ron & Jeanie Engle, Bailey Anders, Debbie Tupper, Teresa Krewall, Randy Carpenter, and others.

Dan Day of the Ministerial Alliance opened the meeting with prayer and City Attorney Ryan Meacham led the Pledge of Allegiance

AGENDA ITEM NO. 3: CONSENT AGENDA

A. Minutes of Regular Meeting of November 4, 2014
B. Consider claims

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

Chairman put the motion to a roll call vote:

Aye: Hulin, Lowry, Rodolph, Adams
Nay: None

Chairman declared the motion carried.

AGENDA ITEM NO. 4 ACTION ITEMS

None

AGENDA ITEM NO. 5 TRUSTEES REPORT

None

AGENDA ITEM NO. 6: CITY MANAGER'S REPORT

None

AGENDA ITEM NO. 7: AUDIENCE PARTICIPATION

None

AGENDA ITEM NO. 8: ADJOURNMENT

Moved by Trustee Lowry and seconded by Trustee Hulin to adjourn the meeting.

Chairman put the motion to a roll call vote:

Aye: Lowry, Hulin, Rodolph, Adams
Nay: None

Chairman declared the meeting adjourned at 5:34 pm.

PUBLIC NOTICE OF A REGULAR MEETING
OF THE INDUSTRIAL AUTHORITY
TUESDAY, DECEMBER 16, 2014 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Source listing: 12/16/14 Meetings
Original source: https://agendas.clintonok.gov/archive/2014/121614/launch.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2014/121614/council.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2014/121614/multi.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2014/121614/publicwork.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2014/121614/recreational.htm
Original reference document: https://agendas.clintonok.gov/archive/2014/121614/PUBLICHEARING.pdf

1. Call to Order

2. Opening Prayer/Pledge Dan Day, Ministerial Alliance

3. Consent Agenda

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

4. Action Items:

    A. Presentation and Consideration of 2013-2014 Audit

5. Trustee Report

6. City Manager's Report

7. Audience Participation

8. Adjournment

Filed this 12th Day of December, 2014. Posted on the bulletin board in the lobby of the Clinton City Hall on December 12, 2014 at 3:00 p.m.

_____

Not recorded

MINUTES OF INDUSTRIAL AUTHORITY MEETING
DECEMBER 2, 2014

Minutes of the regular meeting of the Chairman and Trustees of the Clinton Industrial Authority City of Clinton, Oklahoma, Custer County, held in the City Council Room, City Hall on Tuesday, December 2, 2014, 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 November 25, 2014.

Chairman Seth Adams called the meeting to order with the following present;

MAYOR: Seth Adams
TRUSTEES: Don Rodolph, Wheeler Lowry, Mustafa Sami, Jason Hulin
CITY MANAGER: Mark Skiles
CITY CLERK: Lisa Anders
CITY TREASURER: Debra Blanchard
DEPUTY CLERK: Shona Stermer
CITY ATTORNEY: Ryan Meacham
NEWS MEDIA: Gerald Green and Corianne Fairchild
OTHERS: Kris Wermy, Jeremy Brush, Gene McCullough, Toby Anders, Mary Smith, Justin Parker, Denice Eaton, Chad Eaton, Robert & Cindy Mayfield, Bailey Anders, Randy Carpenter, Ron & Jeanie Engle, Debbie Tupper, Teresa Krewall, and others.

Dan Day of the Ministerial Alliance opened the meeting with prayer and City Attorney Ryan Meacham led the Pledge of Allegiance.

AGENDA ITEM NO. 3: CONSENT AGENDA

A. Minutes of Regular Meeting of November 4, 2014
B. Consider Claims

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

Chairman put the motion to a roll call vote:

Aye: Hulin, Lowry, Rodolph, Adams
Nay: None

Chairman declared the motion carried.

AGENDA ITEM NO. 4 ACTION ITEMS

None

AGENDA ITEM NO. 5 TRUSTEES REPORT

None

AGENDA ITEM NO. 6: CITY MANAGER'S REPORT

None

AGENDA ITEM NO. 7: AUDIENCE PARTICIPATION

None

AGENDA ITEM NO. 8: ADJOURNMENT

Moved by Trustee Lowry and seconded by Trustee Hulin to adjourn the meeting.

Chairman put the motion to a roll call vote:

Aye: Lowry, Hulin, Rodolph, Adams
Nay: None

Chairman declared the meeting adjourned at 5:36 pm.

PUBLIC NOTICE OF A REGULAR MEETING
OF THE SOLID WASTE AUTHORITY
TUESDAY, DECEMBER 16, 2014 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Source listing: 12/16/14 Meetings
Original source: https://agendas.clintonok.gov/archive/2014/121614/launch.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2014/121614/council.htm
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Original authority agenda: https://agendas.clintonok.gov/archive/2014/121614/publicwork.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2014/121614/recreational.htm
Original reference document: https://agendas.clintonok.gov/archive/2014/121614/PUBLICHEARING.pdf

1. Call to Order

2. Opening Prayer/Pledge Dan Day, Ministerial Alliance

3. Consent Agenda

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

4. Action Items:

    A. Presentation and Consideration of 2013-2014 Audit

5. Trustee Report

6. City Manager's Report

7. Audience Participation

8. Adjournment

Filed this 12th Day of December, 2014. Posted on the bulletin board in the lobby of the Clinton City Hall on December 12, 2014 at 3:00 p.m.

_____

Not recorded

MINUTES OF SOLID WASTE AUTHORITY MEETING
DECEMBER 2, 2014

Minutes of the regular meeting of the Chairman and Trustees of the Clinton Solid Waste Authority City of Clinton, Oklahoma, Custer County, held in the City Council Room, City Hall on Tuesday, December 2, 2014, 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 November 25, 2014.

Chairman Seth Adams called the meeting to order with the following present;

MAYOR: Seth Adams
COUNCIL: Don Rodolph, Jason Hulin, Wheeler Lowry
ABSENT: Mustafa Sami
CITY MANAGER: Mark Skiles
CITY CLERK: Lisa Anders
CITY TREASURER: Debra Blanchard
DEPUTY CLERK: Shona Stermer
CITY ATTORNEY: Ryan Meacham
NEWS MEDIA: Gerald Green and Corianne Fairchild
OTHERS: Kris Wermy, Jeremy Brush, Toby Anders, Mary Smith, Justin Parker, Randy Carpenter, Denice Eaton, Chad Eaton, Robert & Cindy Mayfield, Bailey Anders, Debbie Tupper, Teresa Krewall, Ron & Jeanie Engle, Gene McCullough and others.

Dan Day of the Ministerial Alliance opened the meeting with prayer and City Attorney Ryan Meacham led the Pledge of Allegiance.

AGENDA ITEM NO. 3: CONSENT AGENDA

A. Minutes of Regular Meeting of November 4, 2014
B. Consider Claims

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

Chairman put the motion to a roll call vote:

Aye: Hulin, Lowry, Rodolph, Adams
Nay: None

Chairman declared the motion carried.

AGENDA ITEM NO. 4 ACTION ITEMS

None

AGENDA ITEM NO. 5 TRUSTEES REPORT

None

AGENDA ITEM NO. 6: CITY MANAGER'S REPORT

None

AGENDA ITEM NO. 7: AUDIENCE PARTICIPATION

None

AGENDA ITEM NO. 8: ADJOURNMENT

Moved by Trustee Lowry and seconded by Trustee Hulin to adjourn the meeting.

Chairman put the motion to a roll call vote:

Aye: Lowry, Hulin, Rodolph, Adams
Nay: None

Chairman declared the meeting adjourned at 5:35 pm

PUBLIC NOTICE OF A REGULAR MEETING
OF THE HOSPITAL AUTHORITY
TUESDAY, DECEMBER 16, 2014 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Source listing: 12/16/14 Meetings
Original source: https://agendas.clintonok.gov/archive/2014/121614/launch.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2014/121614/council.htm
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Original authority agenda: https://agendas.clintonok.gov/archive/2014/121614/recreational.htm
Original reference document: https://agendas.clintonok.gov/archive/2014/121614/PUBLICHEARING.pdf

1. Call to Order

2. Opening Prayer/Pledge Dan Day, Ministerial Alliance

3. Consent Agenda

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

4. Action Items:

    A. Presentation and Consideration of 2013-2014 Audit

5. Trustee Report

6. City Manager's Report

7. Audience Participation

8. Adjournment

Filed this 12th Day of December, 2014. Posted on the bulletin board in the lobby of the Clinton City Hall on December 12, 2014 at 3:00 p.m.

_____

Not recorded

MINUTES OF HOSPITAL AUTHORITY MEETING
DECEMBER 2, 2014

Minutes of the regular meeting of the Chairman and Trustees of the Clinton Hospital Authority City of Clinton, Oklahoma, Custer County, held in the City Council Room, City Hall on Tuesday, December 2, 2014, 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 November 25, 2014.

Chairman Seth Adams called the meeting to order with the following present;

MAYOR: Seth Adams
COUNCIL: Don Rodolph, Jason Hulin, Wheeler Lowry
ABSENT: Mustafa Sami
CITY MANAGER: Mark Skiles
CITY CLERK: Lisa Anders
CITY TREASURER: Debra Blanchard
DEPUTY CLERK: Shona Stermer
CITY ATTORNEY: Ryan Meacham
NEWS MEDIA: Gerald Green and Corianne Fairchild
OTHERS: Kris Wermy, Jeremy Brush, Gene McCullough, Toby Anders, Justin Parker, Mary Smith, Denice Eaton, Chad Eaton, Robert & Cindy Mayfield, Randy Carpenter, Bailey Anders, Ron & Jeanie Engle, Debbie Tupper, Teresa Krewall, and others.

Dan Day of the Ministerial Alliance opened the meeting with prayer and City Attorney Ryan Meacham led the Pledge of Allegiance.

AGENDA ITEM NO. 3: CONSENT AGENDA

A. Minutes of Regular Meeting of November 4, 2014
B. Claims

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

Chairman put the motion to a roll call vote:

Aye: Hulin, Lowry, Rodolph, Adams
Nay: None

Chairman declared the motion carried.

AGENDA ITEM NO. 4 ACTION ITEMS

None

AGENDA ITEM NO. 5 TRUSTEES REPORT

None

AGENDA ITEM NO. 6: CITY MANAGER'S REPORT

None

AGENDA ITEM NO. 7: AUDIENCE PARTICIPATION

None

AGENDA ITEM NO. 8: ADJOURNMENT

Moved by Trustee Lowry and seconded by Trustee Hulin to adjourn the meeting.

Chairman put the motion to a roll call vote:

Aye: Lowry, Hulin, Rodolph, Adams
Nay: None

Chairman declared the meeting adjourned at 5:32 pm.

PUBLIC NOTICE OF A REGULAR MEETING
OF THE RECREATIONAL AUTHORITY
TUESDAY, DECEMBER 16, 2014 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Source listing: 12/16/14 Meetings
Original source: https://agendas.clintonok.gov/archive/2014/121614/launch.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2014/121614/council.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2014/121614/multi.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2014/121614/publicwork.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2014/121614/recreational.htm
Original reference document: https://agendas.clintonok.gov/archive/2014/121614/PUBLICHEARING.pdf

1. Call to Order
2. Opening Prayer /Pledge Dan Day, Ministerial Alliance
3. Consent Agenda
    A. Consider Approval of Minutes on December 2, 2014
4. Action Items:
    A. Presentation and Consideration of 2013-2014 Audit
    B. Consider appointments to the Golf Advisory Board
5. Trustee’s Report
6. City Manager’s Report
7. Audience Participation
8. Adjournment
    A. Proceed to Public Works Authority agenda

Filed this 12th day of December, 2014. Posted on the bulletin board in the lobby of the Clinton City Hall on December 12, 2014 at 3:00 p.m.

_____

Not recorded

MINUTES OF RECREATIONAL AUTHORITY MEETING
DECEMBER 2, 2014

Minutes of the regular meeting of the Chairman and Trustees of the Clinton Recreational Authority City of Clinton, Oklahoma, Custer County, held in the City Council Room, City Hall on Tuesday, December 2, 2014, 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 November 25, 2014.

Chairman Seth Adams called the meeting to order with the following present;

MAYOR: Seth Adams
COUNCIL: Don Rodolph, Jason Hulin, Wheeler Lowry
ABSENT: Mustafa Sami
CITY MANAGER: Mark Skiles
CITY CLERK: Lisa Anders
CITY TREASURER: Debra Blanchard
DEPUTY CLERK: Shona Stermer
CITY ATTORNEY: Ryan Meacham
NEWS MEDIA: Gerald Green and Corianne Fairchild
OTHERS: Kris Wermy, Jeremy Brush, Gene McCullough, Toby Anders, Mary Smith, Justin Parker, Denice Eaton, Chad Eaton, Robert & Cindy Mayfield, Ron & Jeanie Engle, Bailey Anders, Debbie Tupper, Teresa Krewall, Randy Carpenter and others.

Dan Day of the Ministerial Alliance opened the meeting with prayer and City Attorney Ryan Meacham led the Pledge of Allegiance.

AGENDA ITEM NO. 3: CONSENT AGENDA

A. Minutes of Regular Meeting of November 4, 2014
B. Consider claims

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

Chairman put the motion to a roll call vote:

Aye: Hulin, Lowry, Rodolph, Adams
Nay: None

Chairman declared the motion carried.

AGENDA ITEM NO. 4 ACTION ITEMS

None

AGENDA ITEM NO. 5 TRUSTEES REPORT

None

AGENDA ITEM NO. 6: CITY MANAGER'S REPORT

None

AGENDA ITEM NO. 7: AUDIENCE PARTICIPATION

None

AGENDA ITEM NO. 8: ADJOURNMENT

Moved by Trustee Lowry and seconded by Trustee Hulin to adjourn the meeting.

Chairman put the motion to a roll call vote:

Aye: Lowry, Hulin, Rodolph, Adams
Nay: None

Chairman declared the meeting adjourned at 5:33 p.m.

Clinton
Hub City of Western Oklahoma

Agenda Commentary

Item Title/ Subject: Riverside Golf Sign Lease

Staff Source: City Manager, Steve Hewitt

Date: March 28, 2014

Background/Subject Information:

Current lease with Mr. Tisdal has expired. City was paying the cost of an annual golf membership to Mr. Tisdal for Riverside Sign in his land.

Mr. Tisdal has requested that the new lease be a service agreement for our sign remaining at the location. Mr. Tisdal would like the vacant land be mowed at regular intervals.

(see attached lease proposed) 10 year term with 60 day termination clause.

Recommendation:

Staff has no issues with this option. Parks staff can mow this area as needed. (City Attorney has reviewed)

SIGN LEASE

This lease, made and entered into this ___ day of _____, 2014, by and between M. Eloise Tisdal, Rural Route 1, Box 3627, Clinton, OK 73601, hereinafter referred to as Lessor, and the City of Clinton, Oklahoma and the Clinton Recreational Authority, hereinafter referred to as Lessees.

SECTION ONE
DESCRIPTION OF PROPERTY

In consideration of the rent provided for in Section 2 of this lease, Lessors hereby lease to Lessees real property belonging to Lessor located in Custer County, Oklahoma, more particularly described as follows:

> A lesser tract of land lying in the Southeast Corner of the following described tract of land: A strip, piece or parcel of land lying in the Southeast Corner of the Northwest Quarter (NW/4) of Section 13, Township 12 North, Range 17 West I.M., Custer County, Oklahoma, being further described by metes and bounds as follows: Beginning at a point 33 feet North and 16½ feet West of the Southeast Corner of the Northwest Quarter (NW/4) of Section 13, Township 12 North, Range 17, West I.M., THENCE Northerly and parallel to the East line of said quarter section a distance of 1,124 feet; THENCE Westerly and parallel to South line of said quarter section, a distance of 387.5 feet; THENCE Southerly and parallel tp East line of said quarter section a distance of 1,124 feet; THENCE Easterly and parallel to South line of said quarter section along the North right of way line of U.S. Highway 66, a distance of 387.5 feet to point of beginning, containing 10 acres more or less, together with all rights of grantor under and by the terms of any right of way or easement grants, together with all the improvements thereon and the appurtenances thereunto belonging.

It is understood that the tract of land leased hereby shall be of the minimum size required for the placement of one sign, as now located on the described property, advertising the Riverside Golf Course, only. The tract leased hereby shall be deemed to be the least amount of land required to allow for the placement of such sign, as it currently exists. Any changes to the size or contents of the sign must be approved by Lessor.

SECTION TWO
TERM

Subject to Sections Ten and Eleven hereof, the term of this lease shall be for a term of ten (10) years beginning the ___ day of _____, 20___, and for each year thereafter until terminated by the parties.

SECTION THREE
RENT

In consideration of said lease rights, Lessee shall mow, at regular intervals, the tract identified in Section One.

SECTION FOUR
USE OF PROPERTY

Lessees shall use the property solely for the construction, maintenance and removal of one sign advertising the Riverside Golf Course, only, and for no other purpose whatsoever.

SECTION FIVE
COMPLIANCE WITH LAW

In its use of the lease property, Lessees shall fully comply with all applicable Federal, State, County and Municipal statutes, rules and regulations and ordinances.

SECTION SIX
REPAIRS AND MAINTENANCE

Lessees shall, at all times during the term of this lease, keep the sign placed by Lessees on the leased property in good repair and shall maintain it, and the property around it, in a clean and attractive condition.

SECTION SEVEN
NOXIOUS WEEDS AND MOWING

Lessees shall remove by roots or otherwise effectively destroy all thistles and other noxious weeds growing on the immediate area under said sign. Lessees shall use no chemical weed killers dangerous to crops, animals or human beings and shall keep the property under the

sign and around the sign neatly mowed.

SECTION EIGHT
OWNERSHIP AND IMPROVEMENTS

All improvements erected by Lessees on the leased property shall remain the property of Lessees and shall be removed by Lessees at the termination of this lease.

SECTION NINE
ACCESS TO LEASED PROPERTY

Lessor grants Lessees the right to pass to and from the leased property during the term of this lease by gaining access from the closest point to the sign on the North-South road located on the East side of the above described property.

SECTION TEN
TERMINATION

Either party may terminate this lease by giving 60 days written notice to the other party. Unless earlier terminated, this lease shall terminate at the will of either party subsequent expiration of the ten (10) year term. Upon termination hereof, Lessees shall immediately remove the sign and restore the property to its former condition, at the sole expense of Lessees.

SECTION ELEVEN
DEFAULT

Upon default in any of the terms hereof, Lessees shall have ten (10) days to cure the same after notice thereof by Lessor. If Lessees shall fail to cure such breach within such period, this lease shall terminate, and Lessees shall remove the sign, at its sole expense. In enforcing the terms hereof, Lessor shall be allowed reasonable attorneys' fees and expenses in addition to any damages sustained.

SECTION TWELVE
INDEMNIFICATION

Lessees shall pay for, defend and hold Lessor harmless from, any claim, loss, cost,

damages or expense resulting in any way from lessee's use of the property. To the extent any indemnity provisions of this easement are construed by a court of competent jurisdiction to be illegal or violative of Oklahoma law, then the indemnification provisions shall be void.

SECTION THIRTEEN
HEIRS AND ASSIGNS

This lease shall be binding on the parties, their personal representatives, heirs, devisees and assigns.

IN WITNESS WHEREOF, the parties have executed this lease at Clinton, Oklahoma, in the day and year above written.

LESSOR:

LESSEE:

_____
M. ELOISE TISDAL

By:_____
SETH ADAMS, MAYOR

ATTEST:

_____
LISA ANDERS, CITY CLERK

Clinton
Hub City of Western Oklahoma

Agenda Commentary

Item Title/ Subject: Golf Advisory Board appointments

Staff Source: Lisa Anders, City Clerk

History/Background Information: The Golf Advisory Board consists of five appointed members who serve a three year term.

Current Members: Paul Brown

Luke Adams

Item/Subject Summary: Doyle Kinney, Bret Matlock and Mike Scott will be completing their three year terms on December 20, 2014.

Price/Cost: 0

Recommendation: Appointments to Golf Advisory Board

PUBLIC NOTICE OF A REGULAR MEETING
OF THE PUBLIC WORKS AUTHORITY
TUESDAY, DECEMBER 16, 2014 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Source listing: 12/16/14 Meetings
Original source: https://agendas.clintonok.gov/archive/2014/121614/launch.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2014/121614/council.htm
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Original authority agenda: https://agendas.clintonok.gov/archive/2014/121614/recreational.htm
Original reference document: https://agendas.clintonok.gov/archive/2014/121614/PUBLICHEARING.pdf

1. Call to Order

2. Opening Prayer /Pledge Dan Day, Ministerial Alliance

3. Consent Agenda

    A. Consider Approval of Minutes on December 2, 2014
    Consider approval of Minutes of Special meeting on November 25, 2014
    Consider approval of Minutes of Special meeting on December 9, 2014

4. Action Items:

    A. Presentation and Consideration of 2013-2014 Audit

    B. Report from Municipal Finance Service regarding Bond Sales

    C. Report from Burns & McDonnell regarding Engineering Services

    D. Consider and take action with respect to a Resolution of the Clinton Public Works Authority (The “Authority”) approving the resignation of Oklahoma Bank and Trust Company, as Trustee Bank, and appointing BancFirst , as successor Trustee Bank, with…

    Consider and take action with respect to a Resolution of the Clinton Public Works Authority (The “Authority”) approving the resignation of Oklahoma Bank and Trust Company, as Trustee Bank, and appointing BancFirst , as successor Trustee Bank, with respect to certain obligations of indebtedness of the Authority; and containing other provisions relating thereto

5. Trustee’s Report

6. City Manager’s Report

7. Audience Participation

8. Adjournment

    A. Proceed to City Council agenda

Filed this 12th day of December, 2014. Posted on the bulletin board in the lobby of the Clinton City Hall on December 12, 2014 at 3:00 p.m.

_____

Not recorded

MINUTES OF CLINTON PUBLIC WORKS AUTHORITY MEETING
DECEMBER 2, 2014

Minutes of the regular meeting of the Chairman and Trustees of the Clinton Public Works Authority of Clinton, Oklahoma, Custer County, held in the City Council Room, City Hall on Tuesday, December 2, 2014, 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 November 25, 2014.

Chairman Seth Adams called the meeting to order with the following present;

MAYOR: Seth Adams
COUNCIL: Don Rodolph, Wheeler Lowry, Jason Hulin
ABSENT: Mustafa Sami
CITY MANAGER: Mark Skiles
CITY CLERK: Lisa Anders
CITY TREASURER: Debra Blanchard
DEPUTY CLERK: Lisa Anders
CITY ATTORNEY: Ryan Meacham
NEWS MEDIA: Gerald Green and Corianne Fairchild
OTHERS: Kris Wermy, Jeremy Brush, Gene McCullough, Toby Anders, Mary Smith, Justin Parker, Denice Eaton, Chad Eaton, Bailey Anders, Robert & Cindy Mayfield, Randy Carpenter, Ron & Jeanie Engle and others.

Dan Day of the Ministerial Alliance opened the meeting with prayer and City Attorney Ryan Meacham led the Pledge of Allegiance.

AGENDA ITEM NO. 3: CONSENT AGENDA

A. Minutes of Regular Meeting of November 4 , 2014
B. Consider claims

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

Chairman put the motion to a roll call vote:

Aye: Hulin, Lowry, Rodolph, Adams
Nay: None

Chairman declared the motion carried.

AGENDA ITEM NO. 4 ACTION ITEMS

4A. CONSIDER RESOLUTION PW 14-06 DECLARING AN EMERGENCY UNDER 60 OKLAHOMA STATUTE SECTION 176

City Manager Mark Skiles explained that state statutes allows for the waiving of bidding requirements in the event that an emergency is declared. He said that at the point when the Oklahoma Department of Environmental Quality gives authorization, the City will need to be in a position to move quickly on the development of the Dixon well. He explained that the bidding process would drag the project out much longer.

City Attorney Ryan Meacham said the adoption of the resolution would dispense of the bidding requirement given the current drought situation, condition of Foss MCD infrastructure and availability of other source water in an unforeseen condition which would result in substantial damage to the public health, safety and peace.

City Manager Skiles said it is planned to have information out to contractors this week so we are ready to take action when DEQ gives the authorization.

Motion was made by Trustee Rodolph and seconded by Trustee Hulin to approve Resolution PW 14-06 declaring an emergency given the current drought situation, condition of Foss MCD infrastructure and availability of other source water resulted in an unforeseen condition which would result in substantial damage to the public health, safety and peace.

Chairman put the motion to a roll call vote:

Aye: Rodolph, Hulin, Lowry, Adams
Nay: None

Chairman declared the motion carried.

AGENDA ITEM NO. 5 TRUSTEE REPORT

Trustee Rodolph asked about the permit on the well.

City Manager Mark Skiles said the preliminary plans have been submitted to DEQ and they have sent back questions which have been answered and resubmitted. He said he expected results within the next few weeks.

He explained that the second set would be the submittal of blue prints to DEQ which will be the same as those provided to contractors. He said the City has done everything that is possible prior to DEQ approval and will be ready to move forward when that authorization is given. He said originally it was hoped that drilling could begin by December 15th.

AGENDA ITEM NO. 6: MANAGER'S REPORT

None

AGENDA ITEM NO. 7: AUDIENCE PARTICIPATION

Jeanie Engle asked if something could be done about the house at 444 South 23rd. She said there are things stacked beside the house and it is not being taken care of.

AGENDA ITEM NO. 8: ADJOURNMENT

Moved by Trustee Lowry and seconded by Trustee Hulin to adjourn the meeting.

Chairman put the motion to a roll call vote:

Aye: Lowry, Hulin, Rodolph, Adams
Nay: None

Chairman declared the meeting adjourned at 5:45 p.m.

RESOLUTION NO. PW14-06

RESOLUTION FOR PUBLIC WORKS AUTHORITY

WHEREAS, the City of Clinton is experiencing a severe drought;

WHEREAS, the City of Clinton has been forced to acquire 100% of its regular water usage from Foss Lake;

WHEREAS, the Foss MCD has experienced the same drought effects and is experiencing infrastructure issues;

WHEREAS, Foss MCD has capped water delivery to the City of Clinton at 1.7 MGD;

WHEREAS, multiple times in the last 90 days Foss MCD has been forced to take the water plant off line for extended periods which leaves City of Clinton with limited water production ability;

WHEREAS, Clinton Lake has approximately 30 days worth of water available;

NOW THEREFORE, BE IT RESOLVED BY THE TRUSTEES OF THE PUBLIC WORKS AUTHORITY:

Given the current drought situation, condition of Foss MCD infrastructure and availability of other source water; there exists an emergency which has resulted in an unforseen condition which would result in substantial damage to the public health, safety and peace.

PASSED AND APPROVED at the special meeting of the Public Works Authority, Clinton, Oklahoma and duly signed by the Chairman this 2 day of December, 2014.

PUBLIC WORKS AUTHORITY, CLINTON, OKLAHOMA

By: Seth Jones
CHAIRMAN

ATTEST:

Lisa Anders
CITY CLERK

Sppwa112514

MINUTES OF A SPECIAL MEETING OF CLINTON PUBLIC WORKS AUTHORITY TUESDAY, NOVEMBER 25, 2014

Minutes of a special meeting of the Chairman and Trustees of the Clinton Public Works Authority of the City of Clinton, Oklahoma, Custer County, held at the City Hall on Tuesday, November 25, 2014, at 8:00 a.m. A notice of this meeting with agenda was posted on the bulletin board in the lobby of the Clinton City Hall on November 20, 2014.

Chairman Seth Adams called the meeting to order with the following present:

Chairman: Seth Adams
Trustee: Don Rodolph, Jason Hulin, Wheeler Lowry, Mustafa Sami
City Manager: Mark Skiles
City Clerk: Lisa Anders
City Treasurer: Debra Blanchard
Deputy Clerk: Shona Stermer
Public Works Director: Donald Webb
Media: Gerald Green and Mike Smith
Others: Gene McCullough, David Crabtree, Toby Anders, Brad Stucker, Dacia Phillips, Rick Smith, Allen Brooks, Ben Oglesby and others.

AGENDA ITEM NO. 2. DISCUSS AND POSSIBLE ACTION REGARDING A MOTION TO GO INTO EXECUTIVE SESSION PURSUANT TO 25 O.S. SEC. 307(B)(4) TO HAVE CONFIDENTIAL COMMUNICATIONS BETWEEN THE PUBLIC WORKS AUTHORITY AND ITS ATTORNEYS CONCERNING A PENDING INVESTIGATION, CLAIM OR ACTION RELATED TO THE MUNICIPALITIES CONTINUING DISCLOSURE COOPERATION INITIATIVE OF THE UNITED STATED SECURITIES AND EXCHANGE COMMISSION

Motion was made by Trustee Rodolph and seconded by Trustee Sami to go into executive session and include City Manager Mark Skiles, Treasurer Debra Blanchard, Rick Smith, Ben Oglesby and Allen Brooks.

Chairman put the motion to a roll call vote:

Aye: Rodolph, Sami, Lowry, Hulin, Adams
Nay: None

Chairman declared the meeting in executive session at 8:02 a.m.

Trustee Sami excused himself from the meeting at 8:50 a.m.

AGENDA ITEM NO. 3 RECONVENE OPEN MEETING

Motion was made by Trustee Rodolph and seconded by Trustee Hulin to enter back into regular session:

Chairman put the motion to a roll call vote:

Aye: Rodolph, Hulin, Lowry, Adams
Nay: None

Chairman declared the meeting in regular session at 9:00 a.m.

AGENDA ITEM NO. 4 DISCUSS AND POSSIBLE ACTION CONCERNING A PENDING INVESTIGATION, CLAIM OR ACTION RELATED TO THE MUNICIPALITIES CONTINUING DISCLOSURE COOPERATION INITIATIVE OF THE UNITED STATED SECURITIES AND EXCHANGE COMMISSION

City Manager Mark Skiles introduced Allen Brooks of The Public Finance Law Group. Mr. Brooks explained the initiative of the Securities and Exchange Commission regarding timely filings of statements. He said there have been widespread non-compliance issues regarding filings not being made in a timely manner and the Clinton 2012 Bonds are an issue. He said there is an opportunity for a self-reporting document to be completed and sent to the SEC. He said this is an opportunity to clean up the filing issue.

Motion was made by Trustee Rodolph and seconded by Trustee Hulin to authorize the Chairman to execute a self-reporting document to be filed with the Securities and Exchange Commission.

Chairman put the motion to a roll call vote:

Aye: Rodolph, Hulin, Lowry, Adams

Nay: None

Chairman declared the motion carried.

AGENDA ITEM NO. 5: DISCUSS AND POSSIBLE ACTION WITH RESPECT TO THE RETENTION OF SPECIAL COUNSEL IN CONNECTION WITH A PENDING INVESTIMATION, CLAIM OR ACTION RELATED TO THE MUNICIPALITIES CONTINUING DISCLOSURE COOPERATION INITIATIVE OF THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Mr. Allen Brooks presented an engagement letter from Hawkins, Delafield & Wood to retain them with regard to continuing disclosure policies and procedures.

Motion was made by Trustee Rodolph and seconded by Trustee Hulin to approve the engagement letter with Hawkins, Delafield & Woods regarding special counsel with the Securities and Exchange Commission.

Chairman put the motion to a roll call vote:

Aye: Rodolph, Hulin, Lowry, Adams

Nay: None

Chairman declared the motion carried.

AGENDAITEM NO. 6: DISCUSS AND POSSIBLE ACTION WITH RESPECT TO A RESOLUTION AUTHORIZING AND ADOPTING CERTAIN CONTINUING DISCLOSURE POLICIES AND PROCEDURES PERTAINING TO THE ISSUANCE OF CERTAIN OBLIGATIONS ISSUED BY THE CITY OF CLINTON, OKLAHOMA (THE "CITY") AND ITS PUBLIC TRUSTS AND AUTHORITIES; AND CONTAINING OTHER PROVISIONS RELATING THERETO

Rick Smith of Municipal Finance Services presented the document for Continuing Disclosure Policies and Procedures for filing. He recommended the policies and procedures be adopted by the Clinton Public Works Authority.

Motion was made by Trustee Hulin and seconded by Trustee Lowry to adopt Resolution No. PW-14-5 regarding continuing disclosure policies and procedures pertaining to the issuance of certain obligations issued by the City of Clinton and its public trust.

Chairman put the motion to a roll call vote:

Aye: Hulin, Lowry, Rodolph, Adams

Nay: None

Chairman declared the motion carried.

AGENDA ITEM NO. 7: ADJOURNMENT

Motion was made by Trustee Hulin and seconded by Trustee Lowry to adjourn the meeting.

Chairman put the motion to a roll call vote:

Aye: Hulin, Lowry, Rodolph, Adams

Nay: None

Chairman declared the meeting adjourned at 9:05 p.m.

RESOLUTION NO. PW14-05

A RESOLUTION AUTHORIZING AND ADOPTING CERTAIN CONTINUING DISCLOSURE POLICIES AND PROCEDURES PERTAINING TO THE ISSUANCE OF CERTAIN OBLIGATIONS ISSUED BY THE CITY OF CLINTON, OKLAHOMA (THE "CITY") AND ITS PUBLIC TRUSTS AND AUTHORITIES; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE CLINTON PUBLIC WORKS AUTHORITY:

SECTION 1. CONTINUING DISCLOSURE POLICIES AND PROCEDURES. The Continuing Disclosure Policies and Procedures for the City of Clinton, Oklahoma and its Public Trusts and Authorities (the "Continuing Disclosure Procedures") attached hereto as Exhibit "A" are hereby approved and the Chairman or Vice Chairman of The Clinton Public Works Authority (the "Authority") is authorized to approve any corrections or additions thereto, and is further directed to execute and deliver same for and on behalf of the Authority; such execution and delivery to constitute full approval thereof by the Authority, including any corrections or additions thereto. The Authority is hereby further directed to incorporate said Continuing Disclosure Procedures in their financial policies and practices.

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PASSED AND APPROVED THIS 25TH DAY OF NOVEMBER, 2014.

THE CLINTON PUBLIC WORKS AUTHORITY

(SEAL)

Chairman

ATTEST:

Secretary

Sppwa120914

MINUTES OF A SPECIAL MEETING OF CLINTON PUBLIC WORKS AUTHORITY TUESDAY, DECEMBER 9, 2014

Minutes of a special meeting of the Chairman and Trustees of the Clinton Public Works Authority of the City of Clinton, Oklahoma, Custer County, held at the City Hall on Tuesday, December 9, 2014, at 5:30 p.m. A notice of this meeting with agenda was posted on the bulletin board in the lobby of the Clinton City Hall on December 5, 2014.

Chairman Seth Adams called the meeting to order with the following present:

Chairman: Seth Adams
Trustee: Don Rodolph, Jason Hulin, Mustafa Sami
Absent: Wheeler Lowry
City Manager: Mark Skiles
City Clerk: Lisa Anders
City Treasurer: Debra Blanchard
Deputy Clerk: Shona Stermer
Public Works Director: Donald Webb
Media: Gerald Green and Jarod Atha
Others: Gene McCullough, David Crabtree, Rick Smith, Paula Glancy, Steward Barrick, Kris Wermy, Jim Holmes, Nate Ellis and others.

AGENDA ITEM NO. 2. DISCUSS AND POSSIBLE ACTION WITH RESPECT TO A RESOLUTION OF THE TRUSTEES OF THE CLINTON PUBLIC WORKS AUTHORITY (THE "AUTHORITY") APPROVING THE PRELIMINARY OFFICIAL STATEMENT PERTAINING TO THE CLINTON PUBLIC WORKS AUTHORITY'S UTILITY SYSTEM AND SALES TAX REVENUE BONDS SERIES 2014 (THE "BONDS") AND DEEMING SAID PRELIMINARY OFFICIAL STATEMENT "NEAR FINAL" AND AUTHORIZING DISTRIBUTION OF THE SAME AND AUTHORIZING THE CHAIRMAN OR VICE CHAIRMAN OF THE AUTHORITY TO APPROVE ANY CORRECTIONS TO SAID OFFICIAL STATEMENT; AND CONTAINING OTHER PROVISIONS RELATING THERETO

Rick Smith of Municipal Finance Services explained that application had been made for a credit rating for the City of Clinton. The credit rating was determined to be A-stable outlook. He said this was based on strong financial management and the utility rate increases approved earlier this year that shows commitment to the citizens of Clinton to provide water.

He explained that the next step is a bond insurance policy to cover the life of the bond. He said the quoted premium price at $63,000 to $65,000. He also discussed a surety bond for a one-time cost of $27,000 which will reduce the amount of the bond issuance.

Smith reviewed the water project budget totaling $28,563,910. He explained that as the bond amount was reduced, the bond cost will also reduce. He explained the time schedule for the sale of bond to be December 16 and the closing documents will be prepared December 17 through December 22 and the proceeds delivered December 23, 2014.

Nate Ellis presented Resolution PW 14-07 regarding the preliminary official statement which is the basis to offer the bonds for sale.

Motion was made by Trustee Rodolph and seconded by Trustee Sami to approved Resolution PW 14-07.

Chairman put the motion to a roll call vote:

Aye: Rodolph, Sami, Hulin, Adams
Nay: None

Chairman declared the meeting in executive session at 8:02 a.m.

Trustee Sami excused himself from the meeting at 8:50 a.m.

AGENDA ITEM NO. 3 DISCUSS AND POSSIBLE ACTION WITH RESPECT TO A RESOLUTION OF THE TRUSTEES OF THE CLINTON PUBLIC WORKS AUTHORITY (THE "AUTHORITY") AUTHORIZING THE ISSUANCE OF ITS UTILITY SYSTEM AND SALES TAX REVENUE BONDS, SERIES 2014 IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED $33,000,000.00 (THE "BONDS"), FOR THE PURPOSE OF (I) PAYING CERTAIN COSTS ASSOCIATED WITH THE ISSUANCE OF THE BONDS; DESIGNATING UNDERWRITERS WITH RESPECT TO THE SALE OF THE BONDS; WAIVING COMPETITIVE BIDDING AND AUTHORIZING THE BONDS TO BE SOLD ON A NEGOTIATED BASIS AND AT A DISCOUNT; APPROVING A BOND PURCHASE AGREEMENT WITH RESPECT TO THE SALE OF THE BONDS AND AUTHORIZING AND DIRECTING EXECUTION THEREOF BY THE CHAIRMAN OR VICE CHAIRMAN OF THE AUTHORITY; RATIFYING AND CONFIRMING THE LEASE BY AND BETWEEN THE CITY OF CLINTON, OKLAHOMA (THE "CITY") AND THE AUTHORITY PERTAINING TO THE LEASE OF THE WATER, SANITARY SEWER, AND SANITATION SYSTEMS FROM THE CITY TO THE AUTHORITY; APPROVING AND AUTHORIZING THE EXECUTION OF A SERIES 2014 SUPPLEMENTAL BOND INDENTURE, AS IT SUPPLEMENTS AND AMENDS A REVENUE BOND INDENTURE DATED AS OF NOVEMBER 1, 2012 (COLLECTIVELY, THE "BOND INDENTURE"), AUTHORIZING THE ISSUANCE AND SECURING THE PAYMENT OF THE BONDS; APPROVING THE OFFICIAL STATEMENT PERTAINING TO SAID BONDS AND AUTHORIZING DISTRIBUTION OF THE SAME AND AUTHORIZING THE CHAIRMAN OR VICE CHAIRMAN OF THE AUTHORITY TO APPROVE ANY CORRECTIONS TO SAID OFFICIAL STATEMENT; PROVIDING THAT THE ORGANIZATIONAL DOCUMENT CREATING THE AUTHORITY IS SUBJECT TO THE PROVISIONS OF SAID BOND INDENTURE; AUTHORIZING AND DIRECTING THE EXECUTION OF BONDS AND OTHER DOCUMENTS RELATING TO THE TRANSACTION INCLUDING, BUT NOT BY WAY OF LIMITATION, A SALES TAX AGREEMENT AND A CONTINUING DISCLOSURE AGREEMENT; AND CONTAINING OTHER PROVISIONS RELATING THERETO

Nate Ellis explained that approval of the resolution allows the issuance of the Public Works Authority bonds for a not to exceed amount of $33,000,000.00 and a not to exceed interest rate of 4.9%. He said that upon completion, a certificate of determination will be issued. He said the bonds would be marketed on December 16, 2014.

Motion was made by Trustee Rodolph and seconded by Trustee Sami to approve resolution No. PW 14-08 as presented.

Chairman put the motion to a roll call vote:

Aye: Rodolph, Sami, Hulin, Adams
Nay: None

Chairman declared the motion carried.

AGENDA ITEM NO. 4 ADJOURNMENT

Motion was made by Trustee Sami and seconded by Trustee Hulin to adjourn the meeting.

Chairman put the motion to a roll call vote:

Aye: Sami, Hulin, Rodolph, Adams

Nay: None

Chairman declared the meeting adjourned at 5:55 P.M.

RESOLUTION NO. PW-14-07

A RESOLUTION OF THE TRUSTEES OF THE CLINTON PUBLIC WORKS AUTHORITY (THE "AUTHORITY") APPROVING THE PRELIMINARY OFFICIAL STATEMENT PERTAINING TO THE CLINTON PUBLIC WORKS AUTHORITY'S UTILITY SYSTEM AND SALES TAX REVENUE BONDS, SERIES 2014 (THE "BONDS") AND DEEMING SAID PRELIMINARY OFFICIAL STATEMENT "NEAR FINAL" AND AUTHORIZING DISTRIBUTION OF THE SAME AND AUTHORIZING THE CHAIRMAN OR VICE CHAIRMAN OF THE AUTHORITY TO APPROVE ANY CORRECTIONS TO SAID OFFICIAL STATEMENT; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

NOW, THEREFORE, BE IT RESOLVED BY THE TRUSTEES OF THE CLINTON PUBLIC WORKS AUTHORITY:

SECTION 1. PRELIMINARY OFFICIAL STATEMENT. The Preliminary Official Statement (the "Preliminary Official Statement") as presented on this date outlining the terms, conditions and security for the Authority's Utility System and Sales Tax Revenue Bonds, Series 2014 (the "Bonds"), is hereby adopted and approved in substantially the form presented and the Chairman or Vice Chairman of the Authority is authorized to approve any corrections, additions or deletions thereto for and on behalf of the Authority and is further authorized and directed to execute and deliver same for and on behalf of the Authority; provided further, that the information contained in said Preliminary Official Statement with respect to the Authority is correct in all material respects and such information does not contain any untrue statements of a material fact and does not omit to state a material fact necessary to make the statements made in such Preliminary Official Statement, in light of the circumstances under which they were made, not misleading. The Authority hereby deems the Preliminary Official Statement "near final" in accordance with the requirements of Rule 15c2-12 of the Securities and Exchange Commission promulgated pursuant to the Securities Exchange Act of 1934. The Authority authorizes BOSC, Inc., as the underwriters with respect to the Bonds, to distribute the Preliminary Official Statement in connection with the sale of the Bonds.

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PASSED AND APPROVED THIS 9TH DAY OF DECEMBER, 2014.

THE CLINTON PUBLIC WORKS AUTHORITY

(SEAL)

ATTEST

Chairman

Lisa Anders

Secretary

CERTIFICATE
OF
AUTHORITY ACTION

I, the undersigned, hereby certify that I am the duly qualified and acting Secretary of The Clinton Public Works Authority.

I further certify that the Trustees of The Clinton Public Works Authority held a Special Meeting at 5:30 P.M. on December 9, 2014, after due notice was given in full compliance with the Oklahoma Open Meeting Act.

I further certify that attached hereto is a full and complete copy of a Resolution that was passed and approved by said Trustees at said meeting as the same appears in the official records of my office and that said Resolution is currently in effect and has not been repealed or amended as of this date.

I further certify that below is listed those Trustees present and absent at said meeting; those making and seconding the motion that said Resolution be passed and approved, and those voting for and against such motion:

PRESENT:	Chairman Seth Adams, Jason Hulin, Don Rodolph, and Mustafa Sami
ABSENT:	Wheeler Lowry
MOTION MADE BY:	Don Rodolph
MOTION SECONDED BY:	Mustafa Sami
AYE:	Chairman Seth Adams, Jason Hulin, Don Rodolph, and Mustafa Sami
NAY:	None

WITNESS MY HAND THIS 9TH DAY OF DECEMBER, 2014.

THE CLINTON PUBLIC WORKS AUTHORITY

(SEAL)

Lisa Anders
Secretary of Authority

RESOLUTION NO. PW-14-08

A RESOLUTION OF THE TRUSTEES OF THE CLINTON PUBLIC WORKS AUTHORITY (THE "AUTHORITY") AUTHORIZING THE ISSUANCE OF ITS UTILITY SYSTEM AND SALES TAX REVENUE BONDS, SERIES 2014 IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED $33,000,000.00 (THE "BONDS"), FOR THE PURPOSE OF (I) CONSTRUCTING WATER SYSTEM IMPROVEMENTS AND (II) PAYING CERTAIN COSTS ASSOCIATED WITH THE ISSUANCE OF THE BONDS; DESIGNATING UNDERWRITERS WITH RESPECT TO THE SALE OF THE BONDS; WAIVING COMPETITIVE BIDDING AND AUTHORIZING THE BONDS TO BE SOLD ON A NEGOTIATED BASIS AND AT A DISCOUNT; APPROVING A BOND PURCHASE AGREEMENT WITH RESPECT TO THE SALE OF THE BONDS AND AUTHORIZING AND DIRECTING EXECUTION THEREOF BY THE CHAIRMAN OR VICE CHAIRMAN OF THE AUTHORITY; RATIFYING AND CONFIRMING THE LEASE BY AND BETWEEN THE CITY OF CLINTON, OKLAHOMA (THE "CITY") AND THE AUTHORITY PERTAINING TO THE LEASE OF THE WATER, SANITARY SEWER, AND SANITATION SYSTEMS FROM THE CITY TO THE AUTHORITY; APPROVING AND AUTHORIZING THE EXECUTION OF A SERIES 2014 SUPPLEMENTAL BOND INDENTURE, AS IT SUPPLEMENTS AND AMENDS A REVENUE BOND INDENTURE DATED AS OF NOVEMBER 1, 2012 (COLLECTIVELY, THE "BOND INDENTURE"), AUTHORIZING THE ISSUANCE AND SECURING THE PAYMENT OF THE BONDS; APPROVING THE OFFICIAL STATEMENT PERTAINING TO SAID BONDS AND AUTHORIZING DISTRIBUTION OF THE SAME AND AUTHORIZING THE CHAIRMAN OR VICE CHAIRMAN OF THE AUTHORITY TO APPROVE ANY CORRECTIONS TO SAID OFFICIAL STATEMENT; PROVIDING THAT THE ORGANIZATIONAL DOCUMENT CREATING THE AUTHORITY IS SUBJECT TO THE PROVISIONS OF SAID BOND INDENTURE; AUTHORIZING AND DIRECTING THE EXECUTION OF BONDS AND OTHER DOCUMENTS RELATING TO THE TRANSACTION INCLUDING, BUT NOT BY WAY OF LIMITATION, A SALES TAX AGREEMENT AND A CONTINUING DISCLOSURE AGREEMENT; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

NOW, THEREFORE, BE IT RESOLVED BY THE TRUSTEES OF THE CLINTON PUBLIC WORKS AUTHORITY:

SECTION 1. INDEBTEDNESS AUTHORIZED. The Clinton Public Works Authority (the "Authority") is authorized to incur an indebtedness by the issuance of its Utility System and Sales Tax Revenue Bonds, Series 2014 for and on behalf of City of Clinton, Oklahoma (the "City"), in the aggregate principal amount of not to exceed $33,000,000.00 (the "Bonds") for the purpose of (i) constructing and acquiring improvements to the City's water system, (ii) funding the cost of the Reserve Policy in order to satisfy the Reserve Requirement for the Bonds; (iii) funding certain capitalized interest; and (iv) paying certain costs associated with issuance of the Bonds. The

aggregate principal amount of the Bonds shall not exceed $33,000,000.00, the net interest cost on the Bonds shall not exceed 4.90% per annum, and the final maturity date shall be not later than December 1, 2044. The Chairman or Vice Chairman shall be authorized to execute a Certificate of Determination establishing the final principal amount, maturities, and interest rates on the Bonds.

SECTION 2. COMPETITIVE BIDDING WAIVED; DISCOUNT AUTHORIZED. Competitive bidding on the sale of the Bonds is hereby expressly waived and said obligations are authorized to be sold to BOSC, Inc., as Underwriter (the "Underwriter") pursuant to the terms of the Bond Purchase Agreement defined in Section 3 herein. Underwriter's discount shall not exceed 0.75% of the principal amount of the Bonds, plus appropriate expenses.

SECTION 3. BOND PURCHASE AGREEMENT. The form of Bond Purchase Agreement between the Authority and the Underwriter (the "Bond Purchase Agreement"), is hereby approved and the Chairman or Vice Chairman of the Authority is authorized to approve any corrections or additions thereto, and is further directed to execute and deliver same for and on behalf of the Authority; such execution and delivery to constitute full approval thereof by the Authority, including any corrections or additions thereto.

SECTION 4. LEASE. The Lease dated November 15, 1977, but to be effective November 5, 1977, whereby the City leased its water, sanitary sewer, and sanitation systems to the Authority and whereby the Authority agreed to operate and maintain the same (the "Lease"), is hereby ratified and confirmed and the term of said Lease shall continue until such date as all bonds or indebtedness of the Authority secured by and payable from the revenues of the referenced utility systems have been paid or provision for payment has been made.

SECTION 5. SERIES 2014 SUPPLEMENTAL INDENTURE. The Series 2014 Supplemental Bond Indenture, as it supplements and amends that Revenue Bond Indenture dated as of November 1, 2012, both by and between the Authority and Oklahoma Bank and Trust Company, Clinton, Oklahoma, as Trustee (collectively, the "Bond Indenture"), authorizing the issuance of and securing the payment of the Bonds approved in Section 1 hereof, are hereby approved and the Chairman or Vice Chairman and Secretary or Assistant Secretary of the Authority are authorized and directed to execute and deliver same for and on behalf of the Authority.

SECTION 6. OFFICIAL STATEMENT. The Authority hereby confirms its approval of and consent to the distribution and use by the Underwriter of the Preliminary Official Statement dated December 9, 2014, in connection with the offering and sale of the Bonds. The Official Statement (the "Official Statement") outlining the terms, conditions and security for the Bonds, is hereby adopted and approved and the Chairman or Vice Chairman of the Authority is authorized to approve any corrections, additions or deletions thereto for and on behalf of the Authority and is further authorized and directed to execute and deliver same for and on behalf of the Authority; provided further, that the information contained in said Official Statement with respect to the Authority is correct in all material respects and such information does not contain any untrue statements of a material fact and does not omit to state a material fact necessary to make the statements made in such Official Statement, in light of the circumstances under which they were made, not misleading. The Authority authorizes the Underwriter to distribute the Official Statement in connection with the sale of the Bonds.

SECTION 7. ORGANIZATIONAL DOCUMENT SUBJECT TO THE BOND INDENTURE. The organizational document creating the Authority is subject to the provisions of the Bond Indenture referenced in Section 5 hereof.

SECTION 8. SALES TAX AGREEMENT AND CONTINUING DISCLOSURE AGREEMENT. The Authority hereby approves (i) the Sales Tax Agreement by and between the Authority and the City, and (ii) the Continuing Disclosure Agreement of the Authority. The Chairman or Vice Chairman and Secretary or Assistant Secretary of the Authority are authorized to execute and deliver said documents on behalf of the Authority.

SECTION 9. EXECUTION OF NECESSARY DOCUMENTS. The Chairman or Vice Chairman and Secretary or Assistant Secretary of the Authority are hereby authorized and directed on behalf of the Authority to execute and deliver the Bonds to the purchasers upon receipt of the purchase price and are further authorized and directed to execute all necessary closing and delivery papers required by Bond Counsel; approve the disbursement of the proceeds of the Bonds, including payment of any costs of issuance and authorizing the disbursement of other funds of the Authority necessary to accomplish the financing; to approve and make any changes to the documents approved by this Resolution, for and on behalf of the Authority, the execution and delivery of such documents being conclusive as to the approval of any changes contained therein by the Authority; and to execute, record and file any and all the necessary documents, financing statements and security instruments, including but not limited to the documents approved hereby, and the Debt Service Reserve Fund Agreement and such other documentation required by a bond insurance provider; and to consummate the transaction contemplated hereby.

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PASSED AND ADOPTED THIS 9TH DAY OF DECEMBER, 2014.

THE CLINTON PUBLIC WORKS AUTHORITY

Chairman

ATTEST:

Lisa Anders

Secretary

(SEAL)

CERTIFICATE
OF
AUTHORITY ACTION

I, the undersigned, hereby certify that I am the duly qualified and acting Secretary of the Clinton Public Works Authority.

I further certify that the Trustees of The Clinton Public Works Authority held a Special Meeting at 5:30 P.M. on December 9, 2014, after due notice was given in full compliance with the Oklahoma Open Meeting Act.

I further certify that attached hereto is a full and complete copy of a Resolution that was passed and approved by said Trustees at said meeting as the same appears in the official records of my office and that said Resolution is currently in effect and has not been repealed or amended as of this date.

I further certify that below is listed those Trustees present and absent at said meeting; those making and seconding the motion that said Resolution be passed and approved, and those voting for and against such motion:

PRESENT:	Chairman Seth Adams, Jason Hulin, Don Rodolph, and Mustafa Sami
ABSENT:	Wheeler Lowry
MOTION MADE BY:	Don Rodolph
MOTION SECONDED BY:	Mustafa Sami
AYE:	Chairman Seth Adams, Jason Hulin, Don Rodolph, and Mustafa Sami
NAY:	None

WITNESS MY HAND THIS 9TH DAY OF DECEMBER, 2014.

THE CLINTON PUBLIC WORKS AUTHORITY

(SEAL)

Lisa Anders

Secretary of Authority

PUBLIC NOTICE OF A REGULAR MEETING
OF THE CITY COUNCIL
TUESDAY, DECEMBER 16, 2014 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Source listing: 12/16/14 Meetings
Original source: https://agendas.clintonok.gov/archive/2014/121614/launch.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2014/121614/council.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2014/121614/multi.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2014/121614/publicwork.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2014/121614/recreational.htm
Original reference document: https://agendas.clintonok.gov/archive/2014/121614/PUBLICHEARING.pdf

1. Call to Order

2. Opening Prayer /Pledge Dan Day, Ministerial Alliance

3. Consent Agenda

    A. Consider Approval of Minutes of December 2, 2014
    Consider approval of Special meeting of November 25, 2014
    Consider approval of Special Meeting of December 9, 2014

4. Action Items:

    A. Consider Resolution No. 834 regarding authorization to enter into an Interlocal Agreement with TML Multistate Intergovernmental Employee Benefits Pool

    B. Consider Consulting Agreement for Employee Health Insurance with Arthur J. Gallagher & Company

    C. Consider approval to accept purchase of Fire Truck as Completed

    D. Presentation and Consideration of 2013-2014 Audit

5. Council Report

6. City Manager’s Report

7. Audience Participation

8. Adjournment

Filed this 12th day of December, 2014. Posted on the bulletin board in the lobby of the Clinton City Hall on December 12, 2014 at 3:00 p.m.

_____

Not recorded

MINUTES OF THE CLINTON CITY COUNCIL
DECEMBER 2, 2014

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, December 2, 2014 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 Wednesday, November 25, 2014.

Mayor Seth Adams called the meeting to order with the following present:

MAYOR: Seth Adams
COUNCIL: Don Rodolph, Wheeler Lowry, Jason Hulin
ABSENT: Mustafa Sami
CITY MANAGER: Mark Skiles
CITY CLERK: Lisa Anders
CITY TREASURER: Debra Blanchard
DEPUTY CLERK: Shona Stermer
CITY ATTORNEY: Ryan Meacham
NEWS MEDIA: Gerald Green and Corianna Fairchild
OTHERS: Kris Wermy, Jeremy Brush, Gene McCullough, Toby Anders, Justin Park, Mary Smith, Denice Eaton, Chad Eaton, Robert & Cindy Mayfield, Bailey Anders, Ron & Jeanie Engles, Randy Carpenter, Debbie Tupper, Teresa Krewall, Kristy Ventimiglia and others.

Dan Day of the Ministerial Alliance opened the meeting with prayer and City Attorney Ryan Meacham led the Pledge of Allegiance.

AGENDA ITEM NO. 3: CONSENT AGENDA

A. Minutes of Regular Meeting of November 18, 2014
B. Consider Claims

Motion was made by Councilman Hulin and second by Councilman Rodolph that Consent Agenda Item No. 3 (a-b) be approved.

Mayor put the motion to a roll call vote:

Aye: Hulin, Rodolph, Lowry, Adams
Nay: None

Mayor declared the motion carried.

AGENDA ITEM NO. 4 ACTION ITEMS

4A. PRESENTATION OF TWO OKLAHOMA MUNICIPAL LEAGUE 25-YEAR SERVICE AWARDS

Mayor Seth Adams presented Denice Eaton and Robert Mayfield with Oklahoma Municipal League certificates and pins in recognition of their 25 years of service to the City of Clinton.

4B. CONSIDER APPROVAL OF PAYMENT TO BRINDLEE MOUNTAIN FIRE APPARATUS FOR A FIRE TRUCK

City Clerk Lisa Anders explained that part of the funding for the new fire truck came from a CDBG grant. It is requested that the Council take official action in the approval of the payment to Brindlee Mountain Fire Apparatus for the fire truck.

Motion was made by Councilman Rodolph and seconded by Councilman Lowry to approve payment to Brindlee Mountain Fire Apparatus for a fire truck.

Mayor put the motion to a roll call vote:

Aye: Rodolph, Lowry, Hulin, Adams
Nay: None

Mayor declared the motion carried.

4C. CONSIDER CONDEMNATION FOR PROPERTY AT 118 E TERRACE- OWNER: LOUISE YOUNG

Building Inspector Toby Anders provided information on property at 118 E. Terrace. He explained that over the years, abatement hearings have been held on the property due to grass, weeds, and nuisances. He reported there has been no change in the condition to the property. He recommended the property be declared condemned and allow for the 30 day notice for removal to the property owner. He explained that following the 30 days period the City can enter the property for removal.

Motion was made by Councilman Rodolph and seconded by Councilman Lowry to condemn the property at 118 E. Terrace.

Mayor put the motion to a roll call vote:

Aye: Rodolph, Lowry, Hulin, Adams
Nay: None

Mayor declared the motion carried.

4D. CONSIDER RESOLUTION NO. 834 REGARDING AUTHORIZATION TO ENTER INTO AN INTERLOCAL AGREEMENT WITH TML MULTISTATE INTERGOVERNMENTAL EMPLOYEE BENEFITS POOL

City Manager Mark Skiles said he had reviewed the City's health insurance program and looked at options for improvement. He introduced Kristy Ventimiglia of Arthur J. Gallagher & Company. He gave her the task of finding a better health insurance plan and cutting cost to the City as well as employees.

Kristy Ventimiglia reviewed the coverage comparison of the City's current policy with the proposed policy with TML Multistate. She explained that one difference is that the commission has been removed from the quoted rates and will be calculated at $21.50 per employee per month. She noted that there would be a reduction in rates for the City as well as for employees with family coverage policies. She said the target date for conversion is January 1, 2015 but reviews would be conducted in July 2015 which is the regular date for municipal policies to coincide with the City's budget year.

Ms. Ventimiglia said contacts would be made to local pharmacies regarding contract information.

Councilman Hulin said he would like additional time to review the information and suggested tabling the agenda item to the December 16th meeting.

Ms. Ventimiglia said that the enrollment could begin the same week as the December 16th meeting.

Councilman Rodolph said he would like to make certain that the local pharmacies would be enrolled before making any changes.

Mr. Ventimiglia said the change would result in approximately $15,000.00 saving in premiums to the City and additional savings would be realized by employees with family coverage. She said the specific amount of savings depend on the policy the employee has for their family.

Motion was made by Councilman Hulin and seconded by Councilman Lowry to table Agenda item D and item E until the December 16, 2014 meeting.

Mayor put the motion to a roll call vote:

Aye: Hulin, Lowry, Rodolph, Adams
Nay: None

Mayor declared the motion carried.

4E. CONSIDER CONSULTING AGREEMENT FOR EMPLOYEE HEALTH INSURANCE WITH ARTHUR J GALLAGHER & COMPANY

Tabled until December 16, 2014 agenda.

4F. CONSIDER RESOLTUION NO. 835 DECLARING AN EMERGENCY UNDER 61 OKLAHOMA STATUTE SECTION SECTION 130

City Manager Mark Skiles said Resolution 835 is the partner resolution to PW14-06 declaring an emergency.

Motion was made by Councilman Rodolph and seconded by Councilman Lowry to approve Resolution 835 declaring an emergency given the current drought situation, condition of Foss MCD infrastructure and availability of other source water resulted in an unforeseen condition which would result in substantial damage to the public health, safety and peace.

Mayor put the motion to a roll call vote:

Aye: Rodolph, Lowry, Hulin, Adams
Nay: None

Mayor declared the motion carried.

City Attorney Ryan Meacham said the resolution needed to be approved by the Public Works Authority and the City Council because the bid would be by both entities.

AGENDA ITEM NO 5.COUNCIL REPORT

None

AGENDA ITEM NO. 6: MANAGER'S REPORT

City Treasurer Debra Blanchard reported that the Oklahoma Tax Commission had contacted the City regarding a refund in excess of $650,000.00 for overpayment to the City of Clinton of Use Tax. She said the refund would be taken as one-half of the monthly receipts and would take approximately 2 years to complete the pay-back. She said the revenue of the City will therefore be less over the next couple of years.

AGENDA ITEM NO. 7 : AUDIENCE PARTICIPATION

None

AGENDA ITEM NO. 8: ADJOURNMENT

Moved by Councilman Hulin and seconded by Councilman Lowry to adjourn the meeting.

Mayor put the motion to a roll call vote:

Aye: Hulin, Lowry, Rodolph, Adams
Nay: None

Mayor declared the meeting adjourned at 6:10 p.m.

RESOLUTION NO. 835

RESOLUTION FOR CITY

WHEREAS, the City of Clinton is experiencing a severe drought;

WHEREAS, the City of Clinton has been forced to acquire 100% of its regular water usage from Foss Lake;

WHEREAS, the Foss MCD has experienced the same drought effects and is experiencing infrastructure issues;

WHEREAS, Foss MCD has capped water delivery to the City of Clinton at 1.7 MGD;

WHEREAS, multiple times in the last 90 days Foss MCD has been forced to take the water plant off line for extended periods which leaves City of Clinton with limited water production ability;

WHEREAS, Clinton Lake has approximately 30 days worth of water available;

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

Given the current drought situation, condition of Foss MCD infrastructure and availability of other source water; there exists an emergency which has resulted in an unforseen condition which would result in substantial damage to the public health, safety and peace.

PASSED AND APPROVED at the special meeting of the City Council of the City of Clinton and duly signed by the Mayor this 2nd day of December, 2014.

THE CITY OF CLINTON, OKLAHOMA

By: _____
MAYOR

ATTEST:

Lisa Anders
CITY CLERK

S112514

MINUTES OF THE SPECIAL MEETING CLINTON CITY COUNCIL TUESDAY, NOVEMBER 25, 2014

Minutes of the Special Meeting of the Mayor and City Council of the City of Clinton, Oklahoma, Custer County, held in the City Council Room, City Hall on Tuesday, November 25, 2014 at 8:00 a.m. A notice of this meeting with agenda was posted on the bulletin board in the lobby of Clinton City Hall on November 20, 2014.

Mayor: Seth Adams
Council: Don Rodolph, Wheeler Lowry, Jason Hulin
Absent: Mustafa Sami
City Manager: Mark Skiles
City Clerk: Lisa Anders
Deputy Clerk: Shone Stermer
City Treasurer: Debra Blanchard
City Attorney: Ryan Meacham
Media: Gerald Green and Mike Smith
Others: Gene McCullough, David Crabtree, Toby Anders, Brad Stucker, Dacia Phillips, Rick Smith, Allen Brooks, Ben Oglesby and others.

AGENDA ITEM NO. 2: DISCUSS AND POSSIBLE ACTION WITH RESPECT TO A RESOLUTION AUTHORIZING AND ADOPTING CERTAIN CONTIN UING DISCLOSURE POLICIES AND PROCEDURES PERTAINING TO THE ISSUANCE OF CERTAIN OBLIGATIONS ISSUED BY THE CITY OF CLINTON, OKLAHOMA (THE "CITY") AND ITS PUBLIC TRUSTS AND AUTHORITIES; AND CONTAINING OTHER PROVISIONS RELATING THERETO

Motion was made by Councilman Hulin and seconded by Councilman Lowry to approve Resolution 833 authorizing and adopting continuing disclosure policies and procedures pertaining to the issuance of certain obligations issued by the City of Clinton and its public trust and authorities.

Mayor put the motion to a roll call vote:

Aye: Hulin, Lowry, Rodolph, Adams
Nay: None

Mayor declared the motion carried.

AGENDA ITEM NO. 3: ADJOURNMENT

Motion was made by Councilman Lowry and seconded by Councilman Hulin to adjourn the meeting.

Mayor put the motion to a roll call vote:

Aye: Lowry, Hulin, Rodolph, Adams
Nay: None

Mayor declared the meeting adjourned at 9:10 a.m.

RESOLUTION NO. 833

A RESOLUTION AUTHORIZING AND ADOPTING CERTAIN CONTINUING DISCLOSURE POLICIES AND PROCEDURES PERTAINING TO THE ISSUANCE OF CERTAIN OBLIGATIONS ISSUED BY THE CITY OF CLINTON, OKLAHOMA (THE "CITY") AND ITS PUBLIC TRUSTS AND AUTHORITIES; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

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

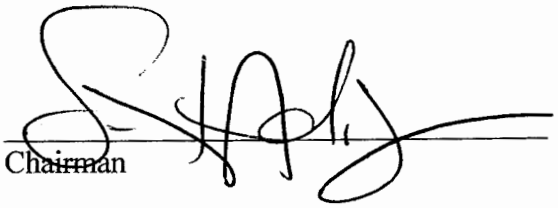
SECTION 1. CONTINUING DISCLOSURE POLICIES AND PROCEDURES. The Continuing Disclosure Policies and Procedures for the City of Clinton, Oklahoma and its Public Trusts and Authorities (the "Continuing Disclosure Procedures") attached hereto as Exhibit "A" are hereby approved and the Mayor or Vice Mayor of the City of Clinton, Oklahoma (the "City") is authorized to approve any corrections or additions thereto, and is further directed to execute and deliver same for and on behalf of the City; such execution and delivery to constitute full approval thereof by the City, including any corrections or additions thereto. The City is hereby further directed to incorporate said Continuing Disclosure Procedures in their financial policies and practices.

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PASSED AND APPROVED THIS 25TH DAY OF NOVEMBER, 2014.

CITY OF CLINTON, OKLAHOMA



Chairman

(SEAL)

ATTEST:

Lisa Anders

Secretary

MINUTES OF THE SPECIAL MEETING CLINTON CITY COUNCIL TUESDAY, DECEMBER 9, 2014

Minutes of the Special Meeting of the Mayor and City Council of the City of Clinton, Oklahoma, Custer County, held in the City Council Room, City Hall on Tuesday, December 9, 2014 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 December 5, 2014.

Mayor: Seth Adams
Council: Don Rodolph, Mustafa Sami, Jason Hulin
Absent: Wheeler Lowry
City Manager: Mark Skiles
City Clerk: Lisa Anders
Deputy Clerk: Shone Stermer
City Treasurer: Debra Blanchard
City Attorney: Ryan Meacham
Media: Gerald Green and Jarod Atha
Others: Gene McCullough, David Crabtree, Rick Smith, Paula Glancy, Stewart Barrick, Kris Wermy, Jim Holmes, Nate Ellis and others.

AGENDA ITEM NO. 2: DISCUSS AND POSSIBLE ACTION WITH RESPECT TO A RESOLUTION OF THE CITY OF CLINTON, OKLAHOMA (THE "CITY") APPROVING THE INCURRENCE OF INDEBTEDNESS BY THE CLINTON PUBLIC WORKS AUTHORITY (THE "AUTHORITY") ISSUING ITS UTILITY SYSTEM AND SALES TAX REVENUE BONDS, SERIES 2014 (THE "BONDS"); PROVIDING THAT THE ORGANIZATIONAL DOCUMENT CREATING THE AUTHORITY IS SUBJECT TO THE PROVISIONS OF THE BOND INDENTURE, AUTHORIZING THE ISSUANCE OF SAID BONDS; RATIFYING AND CONFIRMING A LEASE BY AND BETWEEN THE CITY AND THE AUTHORITY WHEREBY THE CITY LEASES ITS WATER, SANITARY SEWER, AND SANITATION SYSTEMS TO THE AUTHORITY; APPROVING THE OFFICIAL STATEMENT PERTAINING TO SAID BONDS; APPROVING AND AUTHORIZING THE EXECUTION OF A SALES TAX AGREEMENT; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

Nate Ellis explained that the public trust is the issues of bonds and the approval of the resolution authorizes the action that was taken by the Clinton Public Works Authority.

Motion was made by Councilman Rodolph and seconded by Councilman Hulin to approved Resolution No. 836.

Mayor put the motion to a roll call vote:

Aye: Rodolph, Hulin, Sami, Adams
Nay: None

Mayor declared the motion carried.

Rick Smith said the bonds would be on the market on December 16, 2014 and he would provide an update on the sale and rates at the Council meeting that evening.

AGENDA ITEM NO. 3: ADJOURNMENT

Motion was made by Councilman Hulin and seconded by Councilman Sami to adjourn the meeting.

Mayor put the motion to a roll call vote:

Aye: Hulin, Sami, Rodolph, Adams
Nay: None

Mayor declared the meeting adjourned at 6:00 p.m.

RESOLUTION NO. 836

A RESOLUTION OF THE CITY OF CLINTON, OKLAHOMA (THE "CITY") APPROVING THE INCURRENCE OF INDEBTEDNESS BY THE CLINTON PUBLIC WORKS AUTHORITY (THE "AUTHORITY") ISSUING ITS UTILITY SYSTEM AND SALES TAX REVENUE BONDS, SERIES 2014 (THE "BONDS"); PROVIDING THAT THE ORGANIZATIONAL DOCUMENT CREATING THE AUTHORITY IS SUBJECT TO THE PROVISIONS OF THE BOND INDENTURE, AUTHORIZING THE ISSUANCE OF SAID BONDS; WAIVING COMPETITIVE BIDDING AND APPROVING THE PROCEEDINGS OF THE AUTHORITY PERTAINING TO THE SALE OF SAID BONDS; RATIFYING AND CONFIRMING A LEASE BY AND BETWEEN THE CITY AND THE AUTHORITY WHEREBY THE CITY LEASES ITS WATER, SANITATY SEWER, AND SANITATION SYSTEMS TO THE AUTHORITY; APPROVING THE OFFICIAL STATEMENT PERTAINING TO SAID BONDS; APPROVING AND AUTHORIZING THE EXECUTION OF A SALES TAX AGREEMENT; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

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

SECTION 1. INDEBTEDNESS AUTHORIZED. The Clinton Public Works Authority (the "Authority") is hereby authorized to incur an indebtedness by the issuance of its Utility System and Sales Tax Revenue Bonds, Series 2014 in the amount of not to exceed $33,000,000.00, according to the terms and conditions of a Revenue Bond Indenture, as supplemented and amended by a Series 2014 Supplemental Bond Indenture (collectively, the "Bond Indenture"), provided that said Bonds shall never constitute a debt of the City of Clinton, Oklahoma (the "City").

SECTION 2. ORGANIZATIONAL DOCUMENT SUBJECT TO BOND INDENTURE. The organizational document creating the Authority is hereby made subject to the terms of the Bond Indenture authorizing the issuance and securing the payment of the Bonds as more fully described in Section 1 hereof.

SECTION 3. WAIVING COMPETITIVE BIDDING; APPROVAL OF SALE PROCEEDINGS. The waiving of Competitive Bidding for the sale of said Bonds and the sale of said Bonds by the Authority pursuant to a Bond Purchase Agreement with BOSC, Inc., is hereby approved and the Mayor or Vice Mayor is authorized to approve any changes or additions to said Bond Purchase Agreement.

SECTION 4. LEASE. The Lease dated November 15, 1977, but to be effective November 5, 1977, whereby the City leased its water, sanitary sewer, and sanitation systems to the Authority and whereby the Authority agreed to operate and maintain the same (the "Lease"), is hereby ratified and confirmed and the term of said Lease Agreement shall continue until such date

as all bonds or indebtedness of the Authority secured by and payable from the revenues of the referenced utility systems has been paid or provision for payment has been made.

SECTION 5. OFFICIAL STATEMENT. The Preliminary Official Statement dated December 9, 2014 and the Final Official Statement (collectively, the "Official Statement") outlining the terms, conditions and security for said Bonds, is hereby adopted and approved and the Mayor or Vice Mayor is authorized to approve any corrections, additions or deletions thereto for and on behalf of the City; provided further, that the information contained in said Official Statement with respect to the City and the Authority is correct in all material respects and such information does not contain any untrue statements of a material fact and does not omit to state a material fact necessary to make the statements made in such Official Statement, in light of the circumstances under which they were made, not misleading.

SECTION 6. SALES TAX AGREEMENT. The Sales Tax Agreement by and between the City and the Authority pertaining to certain sales tax revenue of the City to be paid over to the Authority is hereby approved and the Mayor or Vice Mayor and City Clerk or Deputy City Clerk are authorized to execute and deliver said Sales Tax Agreement on behalf of the City.

SECTION 7. AUTHORIZING EXECUTION. The Mayor or Vice Mayor of the City and City Clerk or Deputy City Clerk representing the City at the closing of the above-referenced bond issue is hereby authorized to execute and deliver on behalf of the City any and all certifications and documentation necessary or attendant to the delivery of the Bonds, as directed by Bond Counsel.

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PASSED AND APPROVED THIS 9TH DAY OF DECEMBER, 2014.

(SEAL)

ATTEST:

Lisa Anders
City Clerk

CITY OF CLINTON, OKLAHOMA

Mayor

CERTIFICATE
OF
CITY COUNCIL ACTION

I, the undersigned, hereby certify that I am the duly qualified and acting City Clerk of the City of Clinton, Oklahoma.

I further certify that the City Council of City of Clinton, Oklahoma, held a Special Meeting at 5:30 P.M., on December 9, 2014, after due notice was given in full compliance with the Oklahoma Open Meeting Act.

I further certify that attached hereto is a full and complete copy of a Resolution that was passed and approved by said City Council at said meeting as the same appears in the official records of my office and that said Resolution is currently in effect and has not been repealed or amended as of this date.

I further certify that below is listed those Councilmembers present and absent at said meeting; those making and seconding the motion that said Resolution be passed and approved; and those voting for and against such motion:

PRESENT:	Mayor Seth Adams, Jason Hulin, Don Rodolph, and Mustafa Sami
ABSENT:	Wheeler Lowry
MOTION MADE BY:	Don Rodolph
MOTION SECONDED BY:	Jason Hulin
AYE:	Mayor Seth Adams, Jason Hulin, Don Rodolph, and Mustafa Sami
NAY:	None

WITNESS MY HAND THIS 9TH DAY OF DECEMBER, 2014.

(SEAL)

CITY OF CLINTON, OKLAHOMA

Lisa Anders

City Clerk

RESOLUTION NO. 834

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLINTON, OKLAHOMA AUTHORIZING THE CITY TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE TML MULTISTATE INTERGOVERNMENTAL EMPLOYEE BENEFITS POOL.

WHEREAS, the City of Clinton ("City") is in the market for a new employee medical benefits provider; and

WHEREAS, the TML Multistate Intergovernmental Employee Benefits Pool ("IEBP") has approached the City about submitting a bid for such medical benefits under their "Healthy Initiatives Health Plan"; and

WHEREAS, IEBP has received clearance from the Oklahoma Insurance Department upon approval by the Oklahoma Attorney General's office but cannot formally file and receive approval until a potential member provides proof that a governing body has approved joining the pool; and

WHEREAS, Approval of the IEBP Interlocal Agreement will not bind the City to accept any proposal or create any financial obligation, but will allow IEBP to submit a bid for medical benefits for consideration by the City.

THERFORE, BE IT RESOLVED by the City Council of the City of Clinton, Oklahoma:

SECTION 1. The City Council of the City of Clinton authorizes THE CITY TO ENTER INTO A NONBINDING INTERLOCAL AGREEMENT WITH THE IEBP FOR PURPOSE OF ALLOWING IEBP TO SUBMIT A BID FOR MEDICAL BENEFITS FOR CONSIDERATION BY THE CITY.

PASSED AND APPROVED at the meeting of the City Council of the City of Clinton, Oklahoma and duly signed by the Mayor this ____ day of _____2014.

_____

MAYOR

_____

CITY CLERK

APPROVED AS TO LEGAL FORM
THIS ____ DAY OF _____, 2014

_____

CITY ATTORNEY

TML MultiState Intergovernmental Employee Benefits Pool

Interlocal Agreement



Risk Participating Member (Pool)

Revised January 2014

TML MultiState Intergovernmental Employee Benefits Pool
Austin, Texas

INTERLOCAL AGREEMENT
(RISK PARTICIPATING MEMBER)

WHEREAS, the TML MultiState Intergovernmental Employee Benefits Pool, hereinafter referred to as TML MultiState IEBP, is a legal entity created by Political Subdivisions of the State of Texas and governed by a Board of Trustees; and

WHEREAS, the undersigned Employer Member represents that (1) it is (a) a Political Subdivision of the State of Texas or of its state of domicile , (b) an Affiliated Service Contractor (as defined by Section 172.003, Texas Local Government Code) of a Political Subdivision of this state or of its state of domicile, or (c) an Economic Development Corporation organized under Subtitle C1, Title 12, Texas Local Government Code; (2) it is qualified under the interlocal cooperation law of the Employer Member's domiciliary state to enter into this Interlocal Agreement; and (3) its governing body has acted by majority vote, at a duly called and posted public meeting, to authorize the Employer Member to participate in this Interlocal Agreement; and

WHEREAS, the undersigned Employer Member has examined all the facts and issues it deems relevant and determined that it is in the best interest of the Employer Member, its Employees, officials, and retirees and their dependents to enter into this Interlocal Agreement and to obtain one or more life, sick, accident, and other health benefits, as well as the related services, by becoming a member of the TML MultiState IEBP; and

WHEREAS, the TML MultiState IEBP represents that it is a Local Government qualified to enter into this Interlocal Agreement pursuant to Chapter 791 of the Texas Government Code;

NOW, THEREFORE, in consideration of the covenants and agreements herein set forth, the undersigned Employer Member, together with other Employer Members s executing identical or substantially similar Interlocal Agreements, enters into this Interlocal Agreement for the purpose of providing certain benefits and related services for their Employees, officials, and retirees and their dependents. The benefits will be provided under the authority of the laws of the State of Texas including the Texas Political Subdivision Uniform Group Benefits Program (Chapter 172, Texas Local Government Code), the Interlocal Cooperation Act (Chapter 791, Texas Government Code) and the Texas Trust Code (Title 9, Subtitle B, Texas Property Code). The Employer Member hereby designates the TML MultiState IEBP as its instrumentality to administer the business and supervise the performance of the Interlocal Agreement and the operation of the Risk Pool. All money transferred by the Employer Member to the TML MultiState IEBP under this Interlocal Agreement, together with any other property which may become subject to this Interlocal Agreement, will be held in trust by the Board of Trustees of the TML MultiState IEBP for the benefit of the Employees, officials, and retirees and their dependents of the Employer Members. The conditions of membership in the TML MultiState IEBP are agreed upon by and between the parties as set forth hereinafter.

1. When used in this Interlocal Agreement, the capitalized terms shall have the meanings specified in this paragraph unless the context clearly requires otherwise:

   "Board of Trustees" or "Board" or "Trustees" means the trustees selected pursuant to the Trust Agreement Establishing the TML MultiState Intergovernmental Employee Benefits Pool to supervise the operation of the TML MultiState IEBP.

   "Covered Participant" means a person who is eligible for coverage and who has enrolled in a Plan.

   "Employee" means a person who works at least 20 hours a week for an Employer Member.

   "Employer Member" means a Political Subdivision, Affiliated Service Contractor, or Economic Development Corporation member of the TML MultiState IEBP that has executed the Interlocal Agreement.

"Interlocal Agreement" or "this Agreement" means the TML MultiState Intergovernmental Employee Benefits Pool Risk Participating Member Interlocal Agreement.

"Plan" or "Plans" mean the TML MultiState IEBP benefit plan(s) selected and adopted by the Employer Member.

"Political Subdivision" means (a) any legal entity included within the definition of "political subdivision" in Chapter 172, Texas Local Government Code or otherwise qualified as a political subdivision under Texas Law or (b) a political subdivision as defined by the laws of the Employer Member's domiciliary state.

"Schedule of Benefits" means the document outlining the Plan benefits and contribution level of the Employer Member.

"TML MultiState IEBP" or "Risk Pool" means the TML MultiState Intergovernmental Employee Benefits Pool.

"Local Government" means any legal entity included within the definition of "local government" in Chapter 791, Texas Government Code including any political subdivision as defined by the laws of the Employer Member's domiciliary state.

"Affiliated Service Contractor" means an entity described by Section 172.003(1) of the Texas Local Government Code.

"Economic Development Corporation" means a corporation organized under Subtitle C1, Title 12, Texas Local Government Code.

"Fund Contact" means the individual of department head rank or higher who is designated by the Employer Member to be the point of contact for all interaction with the TML MultiState IEBP.

2. The Employer Member agrees to be bound by this Interlocal Agreement, the Trust Agreement Establishing the TML MultiState Intergovernmental Employee Benefits Pool and all amendments thereto, and the Policies and Procedures established by the TML MultiState IEBP which collectively establish the conditions for membership in the TML MultiState IEBP.

3. The Employer Member will adopt one or more of the TML MultiState IEBP Plans and make the payments and contributions set forth in the Schedule of Benefits. The payments required to be made by the Employer Member shall be made at Austin, Travis County, Texas. Interest, beginning the first day after the due date and continuing until paid, shall accrue at the maximum rate allowed by Texas law on the balance of any payment or contribution not paid when due. All such payments and contributions shall be available for payment of eligible benefits and administrative expenses for all participating Employer Members. Supplemental benefits, including but not limited to dental, vision, life, Medicare Supplement and Long and Short Term Disability will not be offered separately from medical benefits.

4. Except as may be otherwise specified in the TML MultiState IEBP Trust Agreement Establishing the TML MultiState Intergovernmental Employee Benefits Pool, as amended, this Interlocal Agreement may be terminated by either the Employer Member or the TML MultiState IEBP upon 30 days written notice which will become effective on the first day of the month following the receipt of the 30 day notice by the party receiving the notice. Contributions are earned when paid. Withdrawing Employer Members are not entitled to a refund of contributions. The TML MultiState IEBP may terminate this Interlocal Agreement for non-payment of a payment or contribution immediately upon delinquency as determined by the TML MultiState IEBP Policies and Procedures. In the event of a disagreement between an Employer Member and the TML MultiState IEBP regarding non-payment of a payment or contribution, the Employer Member may appeal to the Board. The decision of the Board on appeal is final. The TML MultiState IEBP may also terminate this Interlocal Agreement if the Employer Member fails to cooperate with claims agents or attorneys representing the TML MultiState IEBP or if the Employer Member takes any other action detrimental to the TML MultiState IEBP's ability to carry out its purposes in an efficient manner.

5. Every Employer Member shall furnish all the information the TML MultiState IEBP deems necessary and useful for the purposes of this Interlocal Agreement and shall abide by the Policies and Procedures adopted for the administration of the benefits plans. The TML MultiState IEBP may amend the Policies and Procedures and Trust Agreement Establishing the TML MultiState Intergovernmental Employee Benefits Pool at anytime to the extent it deems advisable. The TML MultiState IEBP may employ and contract with a third party administrator.

6. The TML MultiState IEBP may purchase excess loss coverage or reinsurance as provided in Chapter 172, Texas Local Government Code, and all Employer Members are subject to the terms and conditions of any such excess loss coverage or reinsurance agreement.

7. Each Employer Member will designate and appoint a person of department head rank or above to be the Employer Member's Fund Contact with the TML MultiState IEBP and agrees that the TML MultiState IEBP shall not be required to contact or provide notices to any other person. Further, any notice to or agreement by an Employer Member's Fund Contact with respect to services or claims hereunder shall be binding on the Employer Member. The Employer Member reserves the right to change the Fund Contact from time to time by giving written notice to the TML MultiState IEBP.

8. The Employer Member hereby appoints the TML MultiState IEBP as its agent to act in all matters pertaining to the processing and handling of claims and agrees to cooperate fully and provide all information necessary. All decisions on individual claims shall be made by the TML MultiState IEBP or by its contracted third party administrator.

9. The TML MultiState IEBP shall be audited annually by an independent certified public accountant, and the audit shall be filed as required by the laws of the State of Texas (including, but not limited to Chapter 172 of the Texas Local Government Code) or as may be required by the Employer Member's domiciliary state. A summary financial report will be provided to each Employer Member upon request.

10. All monies available for investment shall be invested by the TML MultiState IEBP in compliance with the Texas Public Funds Investment Act of 1987 (TEX. GOV'T CODE. ANN. Sec. 2256.001, et seq.) or the Texas Trust Code (Subtitle B, Title 9, Property Code).

11. Each Employer Member, as Plan Administrator, retains the rights, duties and privileges of the Plan Administrator and acknowledges it has responsibility for compliance with the state and federal laws applicable to employee benefits. For purposes of delivery of any Continuation of Coverage notices, TML MultiState IEBP is not the Group Administrator for any Employer Member unless and until a separate contract for administration of Continuation of Coverage is entered into between TML MultiState IEBP and that Employer Member.

12. To the extent authorized by law, the Employer Member agrees to indemnify and hold harmless the TML MultiState IEBP for all claims, damages and expenses, including but not limited to attorney's fees and costs of court, arising out of acts or omissions of officers or Employees of the Employer Member in connection with the Plan. The Employer Member agrees to pay all such claims, damages, and expenses out of current revenues at the time the obligation is determined. In the event current revenues are inadequate to fund the obligation at the time it is determined, the Employer Member agrees to take the appropriate budgetary action sufficient to pay the obligation.

13. The Employer Member agrees that all conditions of coverage for the benefits provided shall be as specified in the Plan booklet/document furnished to the Employer Member by the TML MultiState IEBP. The Employer Member agrees that the Employees and the Board of Trustees of the TML MultiState IEBP and individuals and entities with whom the TML MultiState IEBP contracts for staff functions may receive Plan benefits.

14. Each Employer Member acknowledges that health Plan benefits provided in accordance with Chapter 172 of the Texas Local Government Code are not insurance and that the TML MultiState IEBP is not an insurer under the Insurance Code or other laws of the State of Texas or of another state in which an Employer Member is located.

15. The Employer Member and the TML MultiState IEBP may contract for additional administrative services related to the Employer Member's employee benefit programs as long as the Employer Member is a full medical risk participating member of the TML MultiState IEBP.

16. The Employer Member agrees that no Covered Participant shall have any claim against the property of the trust. The rights of Covered Participants are limited to the benefits specified in the Plan.

17. The Employer Members desire to join together to purchase life insurance benefiting their Employees, officials, and retirees and their dependents. Therefore, the Employer Member authorizes the TML MultiState IEBP to purchase life insurance coverage insuring the lives of all Covered Participants under the Plan.

18. No bond is required of the Board of Trustees of the TML MultiState IEBP.

19. If any part of this Interlocal Agreement, save and except paragraph 3, is declared invalid, void or unenforceable, the remaining parts and provisions shall continue in full force and effect. It is further agreed that venue for any dispute arising under the terms of this Interlocal Agreement shall be in Austin, Travis County, Texas.

20. This Interlocal Agreement represents the complete understanding of the TML MultiState IEBP and the Employer Member and may not be amended, modified or altered without the written agreement of both parties.

21. The initial term of this Interlocal Agreement shall be from the ___ day of _____, 20__, at 12:01 a.m. and continue until _____. Absent notice of termination, the Employer Member may annually renew and extend the Interlocal Agreement by executing and returning the rerate notice and benefit selection form as authorized at the inception of this Interlocal Agreement.

22. This Interlocal Agreement is entered into in the State of Texas and it is understood and agreed that this Interlocal Agreement shall be governed by, construed, and enforced in accordance with and subject to the laws of the State of Texas.

23. Employer Member represents and warrants that (a) this Agreement fully complies with the laws of its state of domicile and (b) Employer Member has full legal authority to enter into this Agreement. By entering into this Agreement, an Employer Member who is an Affiliated Service Contractor further warrants that it is an organization qualified for exemption under Section 501(c), Internal Revenue Code (26 U.S.C. Section 501(c)), as amended, that provides governmental or quasi-governmental services on behalf of a political subdivision and derives more than 25 percent of its gross revenues from grants or funding from the political subdivision.

This Interlocal Agreement is entered into for the Employer Member under authorization of

_____
(EMPLOYER MEMBER)

at duly called meeting held on _____
(Date of Meeting)

By _____
(SIGNATURE) (Typed or Printed Name)

Authorized Official Title _____

Date _____

This Interlocal Agreement entered into and Appointment Accepted By:

The TML MultiState Intergovernmental Employee Benefits Pool at Austin, Texas

By _____

Date _____

TO BE COMPLETED BY EMPLOYER MEMBER:

EMPLOYER MEMBER BENEFITS FUND CONTACT

Name _____

Title _____

Mailing Address _____

Street Address (if different from above)

_____

City/State/Zip _____

Phone _____

Fax _____

E-mail _____

CONSULTING AGREEMENT

This Consulting Agreement (this "Agreement") is made by and between Gallagher Benefit Services, Inc., ("Gallagher") and City of Clinton (the "Client").

The Client wishes to enter into a consulting relationship with Gallagher on the terms and conditions set forth in this Agreement, and Gallagher is willing to accept such a consulting relationship.

In consideration of and in reliance upon the previous paragraph and the terms and conditions contained in this Agreement, the Client and Gallagher agree as follows:

1. Engagement

The Client engages Gallagher as an employee benefits consultant as stated in this Agreement and Gallagher accepts this engagement. During the time that Gallagher is performing services for the Client under this Agreement, and for all purposes outlined in this document, Gallagher's status will be that of an independent contractor of the Client.

2. Term and Termination

The Effective Date of this Agreement is January 1, 2015. The term of Gallagher's engagement under this Agreement (the "Consulting Period") will begin as of the Effective Date and will remain in effect for six (6) months from the Effective Date. **The Consulting Period will be automatically extended for an additional year on each anniversary of the Effective Date.** Either party may terminate this Agreement by giving the other party at least thirty (30) days written notice of its intent to terminate. In the event such termination is effective during the Consulting Period (including any renewed Consulting Period), Client shall be responsible to Gallagher for any services performed prior to the date of termination and Gallagher shall be responsible to Client to continue to provide services until the date of termination of this Agreement.

3. Services

Gallagher will provide employee benefits management consulting services to the Client and consult with its employees, representatives, agents and contractors as to such matters as more fully described in Exhibit A attached to this Agreement and incorporated herein. Gallagher will perform other services as the Client and Gallagher mutually agree in writing.

4. Compensation

Subject to any changes as may be mutually agreed by the parties, Gallagher will receive, as compensation for its services under this Agreement, fees in the amount of $13,287.00 for six months, which amount will be billed in equal installments of $2,214.50 and paid on a monthly basis.

For additional information regarding Gallagher compensation, please see the Gallagher revenue disclosure policy and schedule set forth in Exhibit B.

In the event an insurance company cancels or refuses to renew an insurance coverage that had been placed by Gallagher, on behalf of the Client, Gallagher will use its best efforts to obtain appropriate replacement coverage from another insurance company.

5. Performance and Scope

(a) Gallagher Not a Fiduciary Under ERISA. To the extent that one or more of the Client's employee benefit plans are subject to the Employee Retirement Income Security Act, as amended ("ERISA") and in spite of any other provision of this Agreement to the contrary, the parties agree and acknowledge that:

(i) Gallagher's services under this Agreement are not intended in any way to impose on Gallagher or any of its affiliates a fiduciary status under the Employee Retirement Income Security Act of 1974, as amended ("ERISA"); and

(ii) this Agreement does not provide Gallagher, and the Client will not cause or permit Gallagher to assume, without prior written consent of Gallagher, any:

(A) discretionary authority or discretionary control respecting management of any "employee benefit plan" within the meaning of Section 3(3) of ERISA (an "ERISA Plan"),

(B) authority or control respecting management or disposition of the assets of any ERISA Plan, or

(C) discretionary authority or discretionary responsibility in the administration of any ERISA Plan.

(b) Reliance. In the performance of its duties, Gallagher may rely upon, and will have no obligation to independently verify the accuracy, completeness, or authenticity of, any written instructions or information provided to Gallagher by the Client or its designated representatives and reasonably believed by Gallagher to be genuine and authorized by the Client.

(c) No Practice of Law. Gallagher will not be obligated to perform, and the Client will not request performance of, any services which may constitute unauthorized practice of law. The Client will be solely responsible for obtaining any legal advice, review or opinion as may be necessary to ensure that its own conduct and operations, including the engagement of Gallagher under the scope and terms as provided herein, conform in all respects with applicable State and Federal laws and regulations (including ERISA, the Internal Revenue Code, State and securities laws and implementing regulations) and, to the extent that the Client has foreign operations, any applicable foreign laws and regulations.

(d) Subcontractors. Gallagher may cause another person or entity, as a subcontractor of Gallagher, to provide some of the services required to be performed by Gallagher hereunder; provided, that Gallagher shall remain responsible for all acts and omissions of any such subcontractors (each of which shall be bound by Gallagher's obligations under this Agreement). Gallagher shall seek prior written approval from Client for any subcontractors providing substantive consulting, professional or managerial services. Prior written approval shall not be required for clerical, office, secretarial, IT back-up, administrative or similar support services.

(e) Conflict of Interest. Gallagher's engagement under this Agreement will not prevent it from taking similar engagements with other clients who may be competitors of the Client. Gallagher will, nevertheless, exercise care and diligence to prevent any actions or conditions which could result in a conflict with Client's best interest.

(f) Acknowledgements. In connection with Gallagher's services under this Agreement, Client agrees that:

(i) Although Gallagher will apply its professional judgment to access those insurance companies it believes are best suited to insure the Client's risks, there can be no assurance that the insurance companies Gallagher has accessed are the only or are the best suited ones to insure the Client's risks.

(ii) Any compensation of the types described above and disclosed to it does not constitute a conflict of interest and the Client expressly waives any claims alleging any such conflict of interest.

(iii) The final decision to choose any insurance company has been made by the Client in its sole and absolute discretion. The Client understands and agrees that Gallagher does not take risk, and that Gallagher does not guarantee the financial solvency or security of any insurance company.

(iv) The compensation payable to Gallagher is solely for the services set forth under this Agreement, including Exhibit A. Any additional administrative, claims representative or other services (collectively, "Additional Services") will be governed by the terms of a separate agreement covering the Additional Services.

(v) The Client is responsible for immediate payment of Gallagher's fees (if applicable) and payment of premiums for all insurance placed by Gallagher on Client's behalf. If any amount is not paid in full when due, including premium payments to insurance companies, that nonpayment will constitute a material breach of this Agreement that will allow Gallagher to immediately terminate this Agreement, at its option, without notice to the Client, and may allow an insurance company for the Client's risks to cancel any applicable policies in accordance with the terms of such policies.

6. Confidentiality

(a) Client Information. Gallagher recognizes that certain confidential information may be furnished by the Client to Gallagher in connection with its services pursuant to this Agreement ("Confidential Information"). Gallagher agrees that it will disclose Confidential Information only to those who, in Gallagher's reasonable determination, have a need to know such information. Confidential Information will not include information that (i) is in the possession of Gallagher prior to its receipt of such information from the Client, (ii) is or becomes publicly available other than as a result of a breach of this Agreement by Gallagher, or (iii) is or can be independently acquired or developed by Gallagher without violating any of its obligations under this Agreement. However, disclosure by Gallagher of any Confidential Information pursuant to the terms of a valid and effective subpoena or order issued by a court of competent jurisdiction, judicial or administrative agency or by a legislative body or committee will not constitute a violation of this Agreement.

(b) HIPAA Privacy. Gallagher and the Client will each comply with any prohibitions, restrictions, limitations, conditions, or other requirements to the extent they apply to them directly or indirectly pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulation concerning privacy of individually identifiable health information as set forth in 45 CFR Parts 160-164, as amended from time to time. Where required, the Client, as a representative of the health plans and Gallagher will enter into a separate Business Associate Agreement.

(c) Use of Names; Public Announcements. No party will use, in any commercial manner, the names, logos, trademarks or other intellectual property of the other party without its prior written consent. Except as may be required by law, no party will issue any press releases or make any public announcements of any kind regarding the relationship between the parties without the other party's prior consent.

7. ***Indemnification Rights and Limitation of Liability***

Gallagher will promptly defend, indemnify and hold the Client harmless from and against any and all claims, suits, actions, liabilities, losses, expenses or damages, including reasonable attorneys fees, which the Client may incur as a result of any violation by Gallagher or any of its agents, including a subcontractor, of any law, or any loss or expense to the Client caused by the negligent act or omission of Gallagher or any of its agents, including a subcontractor, or any breach of this Agreement. However, notwithstanding any other term or provision of this Agreement, Gallagher shall not be liable to the Client for any exemplary, special, indirect, incidental, consequential or punitive damages (including but not limited to lost profits) which may result from Gallagher's or any of its agents', including a subcontractor's action or its failure to perform any term or condition of this Agreement or whether such liability is based upon tort, strict liability, breach of warranties, failure of essential purpose or otherwise and if advised of the possibility of such damages. Furthermore, the aggregate liability under this Agreement, if any, of either party to the other for claimed losses or damages shall not exceed $20,000,000. This provision applies to the fullest extent permitted by applicable law.

8. ***Notices***

Any notices, requests and other communications pursuant to this Agreement will be in writing and will be deemed to have been duly given, if delivered in person or by courier or sent by express, registered or certified mail, postage prepaid, addressed as follows:

If to the Client: City of Clinton
Attention: Seth Adams
City Hall
415 Gary Boulevard,
PO Box 1177
Clinton, OK 73601

If to Gallagher: Gallagher Benefit Services, Inc.
Attention: Jerry Roberts
3856 S. Boulevard, Ste 100
Edmond, OK 73013

Either party may, by written notice to the other, change the address to which notices to such party are to be delivered or mailed.

9. ***Miscellaneous***

(a) Severability. The various provisions and subprovisions of this Agreement are severable and if any provision or subprovision or part thereof is held to be unenforceable by any court of competent jurisdiction, then such enforceability will not affect the validity or enforceability of the remaining provisions or subprovisions or parts thereof in this Agreement.

(b) Entire Agreement; Amendment. This Agreement, including all exhibits hereto, constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether oral or written, between the parties regarding the subject matter hereof. Except for changes in carriers and/or lines of coverage noted in Exhibit B which may occur upon unilateral approval of the Client, this Agreement may be modified or amended only by a written instrument executed by both parties.

(c) Governing Law; Rule of Construction. This Agreement will be construed, interpreted and enforced in accordance with the laws of the State of Oklahoma without giving effect to the choice of law principles thereof or any canon, custom or rule of law requiring construction against the drafter.

(d) Successors. This Agreement shall be binding upon and shall inure to the benefit of all assigns, transferees and successors in the interest of the parties hereto.

(e) Counterparts. This Agreement may be executed by the parties in several counterparts, each of which shall be deemed to be an original copy.

(f) Survival of Provisions. Sections 5(a), 6 and 7 will survive the termination of this Agreement.

[The remainder of this page intentionally left blank.
The parties' signatures appear on the following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Consulting Agreement to be duly executed on the date first written above.

CITY OF CLINTON

By: _____

Name: Seth Adams

Title: Mayor

Date: _____

GALLAGHER BENEFIT SERVICES, INC.

By: _____

Name: Jerry Roberts

Title: Area President

Date: _____

EXHIBIT A
SCOPE OF SERVICES

Subject to any changes and additions as may be mutually agreed by the parties in writing, availability and delivery of data from the insurance carrier and other third party vendors, Gallagher will provide the following services:

CONSULTING SERVICES PROVIDED ON AN "AS NEEDED" BASIS

RENEWAL ANALYSIS:

- Review and evaluate carrier projections
- Prepare "shadow" renewal projection
- Create financial modeling reports using proprietary Apex software
- Coordinate carrier negotiations
- Create employee contribution modeling reports
- Review identified benchmarks of projected plan costs
- Develop "working" rates for Client analysis and approval
- Assist with budget projections
- Provide renewal alternatives with cost impact of benefit plan changes

PERIODIC PLAN FINANCIAL REPORTS: (FREQUENCY TO BE MUTUALLY AGREED UPON)

- Summary of plan costs
- Analysis of actual vs. budget
- Employee contributions
- Large claims tracking
- Identification of costs for specific line of coverage
- Comparison of plan costs to aggregate stop-loss projections, if applicable
- Utilization review
- Comparison to prior claim period
- Plan trends

ANNUAL FINANCIAL REPORTS (END OF YEAR ACCOUNTING):

- Executive summary of program expenses
- Comparison of current costs to renewal costs
- Incurred But Not Reported (IBNR) claims analysis
- Overview of specific Stop-loss projections
- Future plan costs projections
- Dollars saved by contract negotiation
- Percent of benefit dollars paid by employee
- Claims by size
- Physician visit details
- Benefits paid by type of service
- Plan funding/budget comparison
- Fixed expense comparison

LEGISLATIVE AND CORPORATE COMPLIANCE SUPPORT:

- Provide legislative updates, including Technical Bulletins and Directions newsletters
- Evaluate plan design to assist with compliance with state and federal regulations
- Review benefit plan documents, including summary plan descriptions, contracts, employee summaries, and policies/procedures
- Conduct periodic seminars on regulatory issues
- Assist with the review and evaluation of COBRA and HIPAA compliance procedures

- Provide general information and guidance to assist with compliance with ERISA, FMLA, USERRA, Medicare Part D and other Federal legislation that directly affects the administration of plan benefits
- Provide template or sample compliance notices, certificates of creditable coverage and enrollment forms as reasonably requested by Client

CARRIER MARKETING AND NEGOTIATIONS, AS DIRECTED BY CLIENT:

- Work with Client to develop a strategy to identify goals, analyze program costs and review both current and alternative funding arrangements
- Manage the renewal process with the current carrier to control costs
- Implement carrier renewal strategies with Client
- Develop timeline covering every aspect from RFP preparation to the delivery of employee communications
- Provide analysis of employee disruption report and preparation of geo-access report
- Provide analysis of discounts offered by various carriers by using CPT codes and carrier pricing data
- Manage RFP development that tailors the RFP to the desires, needs and financial directions provided by Client
- Explore alternative funding solutions
- Evaluate vendor responses to track variations in coverage and costs as they are identified
- Conduct finalist interviews to investigate and document intangibles such as personalities, service orientation and responsiveness
- Draft renewal analysis report, based on renewal negotiation, covers program and claims cost projections as well as complete information on benefit designs
- Facilitate decision process by coordinating close collaboration and discussions among the Gallagher team and Client

DAY TO DAY ADMINISTRATIVE ASSISTANCE

EMPLOYEE EDUCATION PROGRAMS:

- Facilitate focus groups
- Monthly benefit communication directed to employees
- Educational meetings on coverage and trends

COMMUNICATION MATERIALS:

- Assist with the drafting and distribution of participant Satisfaction Surveys
- Assist with the drafting and distribution of Open Enrollment-New Member Orientation summary information and any other communications pertaining to the health and welfare program
- Provide annual open enrollment guidance and employee meeting materials
- Assist with marketing and oversight of Customized Enrollment Materials (if elected)
- Assist with participant wellness initiatives, as directed by Client

BENEFIT ADMINISTRATION ASSESSMENT:

- Periodic evaluation of internal plan enrollment and benefit termination processes
- Review, coordinate and implement Client agreed upon plan "best practices" to help limit plan liability and increase participant satisfaction
- Help identify opportunities for streamlining and improving administration procedures

MARKET BENCHMARKING STUDIES:

- Local Area Surveys
- Industry Surveys

BENEFIT PLAN DESIGN (OR REDESIGN):

- Help Client identify business and HR objectives that impact benefits
- Review with Client possible benefit strategies to meet their objectives
- Help Client evaluate/review current scope of benefits package – e.g., types & levels of coverage
- Work with Client to develop funding and contribution strategies
- Assist with budget projections for design alternatives

EXHIBIT B
COMPENSATION DISCLOSURE STATEMENT

What follows is the disclosure of our actual fees and/or commissions related to Client's Group Health Plan(s) and any relationships, or agreements Gallagher has with the insurance company involved in this transaction. Gallagher, as agent of record, will receive the following initial and renewal sale commissions expressed as percentage of gross premium payments, or fees as agreed upon by Client:

Line of Coverage	Insurance Company	Effective Date	Commission[1]/ Supplemental Compensation[2]	Direct Fees[3]
Consulting Services	Gallagher Benefit Services, Inc.	01/01/2015	None	13,287.00
Medical	TML	01/01/2015	None	Included
Dental	Blue Cross	10/01/2014	Flat 10% / NA	included
Life/AD&D	Prudential	10/01/2014	Graded 15% to 0% / Graded 0% to 1.75%	included
STD	Prudential	10/01/2014	Graded 10% to 1% / Graded 0% to 1.75%	included
LTD	Prudential	10/01/2014	Graded 15% to 0% / Graded 0% to 1.75%	included

It should also be noted that:

- **Gallagher** is not an affiliate of the insurer whose Contract is recommended. This means the insurer whose contract is recommended does not directly or indirectly have the power to exercise a controlling influence over the management or policies of **Gallagher**.
- **Gallagher's** ability to recommend other insurance contracts is not limited by an agreement with the Insurance Carrier.
- **Gallagher** is effecting the transaction for the Plan(s) in the ordinary course of **Gallagher business.**
- The transaction set forth is at least as favorable to the Plan(s) as an arm's length transaction with an unrelated party.
- **Gallagher** is not a trustee of the Plan(s) and is neither the Plan Administrator of the Plan(s), a fiduciary of the Plan(s), nor an employer which has employees in the Plan(s).

For Employers and Plan Sponsors Subject to ERISA: This Disclosure Statement is being given to the Client (1) to make sure Client knows about Gallagher's and Gallagher affiliates' income before purchasing the insurance product and (2) for plans subject to ERISA, to comply with the disclosure, acknowledgment and approval requirement of Prohibited Transaction Class Exemption No. 84-24[4], which protects both Client and Gallagher [5]. Disclosure must be made to an independent plan fiduciary for the ERISA Plan(s), and Client acknowledges and confirms that this is a reasonable transaction in the best interest of participants in its ERISA Plan(s).

[1] Commissions include all commissions/fees paid to Gallagher that are attributable to a contract or policy between a plan and an insurance company, or insurance service. This includes indirect fees that are paid to Gallagher paid by a third party, and includes, among other things, the payment of "finders' fees" or other fees to Gallagher for a transaction or service involving the plan.

[2] Gallagher companies may receive supplemental compensation referred to in a variety of terms and definitions, such as contingent commissions, additional commissions and supplemental commission.

[3] Direct Fees include compensation to Gallagher paid for directly by the plan sponsor.

[4] Which allows an exemption from a prohibited transaction under Section 408(a) of **the Employee Retirement Income Security Act of 1974 (ERISA).**

[5] In making these disclosures, no position is taken, nor is one to be inferred, regarding the use of assets of a plan subject to ERISA to purchase such insurance.

For more information on Gallagher's compensation arrangements, please visit www.ajg.com/compensation. In the event a client wishes to register a formal complaint regarding compensation Gallagher receives, please send an email to Compensation_Complaints@ajg.com or send a letter to: AVC Compliance Officer, c/o Internal Audit Department, Arthur J. Gallagher & Co., Two Pierce Place, Itasca, IL 60143.