PUBLIC NOTICE OF A REGULAR MEETING
OF THE AIRPORT AUTHORITY
TUESDAY, JUNE 16, 2015 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Source listing: 06/16/15 Meetings
Original source: https://agendas.clintonok.gov/archive/2015/061615/launch.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2015/061615/airport.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2015/061615/council.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2015/061615/industrial.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2015/061615/publicwork.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2015/061615/recreational.htm

1. Call to Order

2. Opening Prayer /Pledge Jeff McDowell, First Christian Church

3. Consent Agenda

    A. Consider Approval of Minutes on June 2, 2015

4. Action Items:

    A. Consider Management Agreement with Western Oklahoma Aviation regarding Clinton Regional Airport

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 June, 2015. Posted on the bulletin board in the lobby of the Clinton City Hall on June 12, 2015 at 2:00 p.m.

AA060215

MINUTES OF AIRPORT AUTHORITY MEETING
JUNE 2, 2015

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, June 2, 2015, at 5:30 p.m. A notice of this meeting with agenda was posted on the bulletin board in the lobby of Clinton City Hall on May 29, 2015.

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

MAYOR: Seth Adams
COUNCIL: Don Rodolph, Jason Hulin, Lucas Martinez, Wheeler Lowry
CITY MANAGER: Mark Skiles
CITY CLERK: Lisa Anders
CITY TREASURER: Debra Blanchard
DEPUTY CLERK: Shona Stermer
CITY ATTORNEY: Absent
NEWS MEDIA: Gerald Green
OTHERS: Gene McCullough, Donald Webb, Kris Wermy, Conan Wilson, Leon Kinder, Bryan Atchley, Mary Helen Jones, David Crabtree and others.

Gerald Green opened the meeting with prayer and Trustee Wheeler Lowry led the Pledge of Allegiance

AGENDA ITEM NO. 3: CONSENT AGENDA

A. Minutes of Regular Meeting of May 5, 2015
B. Consider claims

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

Chairman put the motion to a roll call vote:

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

Chairman declared the motion carried.

AGENDA ITEM NO. 4 ACTION ITEMS

4A. CONSIDER RESOLUTION AA15-01 REGARDING ACCEPTANCE OF FEDERAL AVIATION ADMINISTRATION GRANT FOR CONSTRUCTION OF PERIMETER FENCING AND GATES PHASE II AT CLINTON REGIONAL AIRPORT

City Manager Mark Skiles explained that three bids were received for Phase II of the fencing and gate project at Clinton Regional Airport. This phase will be for the north and east side of the airport. A pre-bid conference was held at the airport and the adjacent property owner, Mr. Lacy attended and reviewed the plans. Based on comments from Mr. Lacy, the height of the fence was increased.

Resolution AA15-01 was presented for consideration. City Manager Skiles explained that approval of the resolution would be acceptance of the grant if awarded and authorization for the Mayor to execute the documents is included.

Motion was made by Trustee Rodolph and seconded by Trustee Martinez to approve Resolution AA15-01 regarding acceptance of the Federal Aviation Administration Grant for construction of perimeter fencing and Gates Phase II at Clinton Regional Airport.

Chairman put the motion to a roll call vote:

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

Chairman declared the motion carried.

4B. CONSIDER AND TAKE ACTION ON ENGINEER'S RECOMMENDATION REGARDING AIRPORT BIDS FOR PHASE II PERIMETER FENCING AND GATES AT CLINTON REGIONAL AIRPORT

City Manager Mark Skiles reported that three bids had been received on the fencing project. Toby Baker, airport engineer with CEC reviewed the bids and recommends the bid from Quality Fencing for $156,593.90 be accepted. He said that Quality Fencing was the contractor for Phase I and did an acceptable job. He said the main difference in the three bids was the amount for mobilization and he recommended approving the engineer's recommendation.

Motion was made by Trustee Hulin and seconded by Trustee Martinez to approve the recommendation of the engineer regarding awarding the fencing project to Quality Fencing subject to the City receiving the FAA grant.

Chairman put the motion to a roll call vote:

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

Chairman declared the motion carried.

AGENDA ITEM NO. 5 TRUSTEES REPORT

None

AGENDA ITEM NO. 6: CITY MANAGER'S REPORT

City Manager Mark Skiles reported that the air conditioning/roof replacement project at the airport is schedule to begin tomorrow.

AGENDA ITEM NO. 7: AUDIENCE PARTICIPATION

None

AGENDA ITEM NO. 8: ADJOURNMENT

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

Chairman put the motion to a roll call vote:

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

Chairman declared the meeting adjourned at 5:40 m.

RESOLUTION NO. AA15-01

A RESOLUTION ACCEPTING A FEDERAL AVIATION ADMINISTRATION GRANT OFFER FOR AIRPORT IMPROVEMENT PROJECT (AIP 3-40-0021-013-2015) AT CLINTON REGIONAL AIRPORT FOR "CONSTRUCTION OF PERIMETER FENCING AND GATES PHASE II" AND AUTHORIZE THE MAYOR TO EXECUTE THE GRANT AGREEMENT AND ALL NECESSARY DOCUMENTS.

WHEREAS, the City of Clinton has submitted a Project Application dated June 2, 2015 at the Clinton Regional Airport for a project to construct perimeter fencing and gates,as approved by the Federal Aviation Administration (FAA); and

WHEREAS, the FAA has approved the project with funding made possible by the Airport Improvement Program and requires formal acceptance thereof by resolution;

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CLINTON: The Grant Offer for Airport Improvement Program (AIP 3-40-0021-013-2015) for construction of perimeter fencing and gates and the Grant Agreement therefore all are hereby expressly approved and accepted by the City of Clinton. The Mayor is hereby authorized and directed to execute the Grant Agreement for the Project for and on behalf of the City, together with all other necessary documents.

ADOPTED AND APPROVED this 2 day of June, 2015.

CITY OF CLINTON, OK

CHAIRMAN/ MAYOR

ATTEST: (Seal)

Lisa Anders

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

RESOLUTION NO. AA15-01

A RESOLUTION ACCEPTING A FEDERAL AVIATION ADMINISTRATION GRANT OFFER FOR AIRPORT IMPROVEMENT PROJECT (AIP 3-40-0021-013-2015) AT CLINTON REGIONAL AIRPORT FOR "CONSTRUCTION OF PERIMETER FENCING AND GATES PHASE II" AND AUTHORIZE THE MAYOR TO EXECUTE THE GRANT AGREEMENT AND ALL NECESSARY DOCUMENTS.

WHEREAS, the City of Clinton has submitted a Project Application dated June 2, 2015 at the Clinton Regional Airport for a project to construct perimeter fencing and gates,as approved by the Federal Aviation Administration (FAA); and

WHEREAS, the FAA has approved the project with funding made possible by the Airport Improvement Program and requires formal acceptance thereof by resolution;

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CLINTON: The Grant Offer for Airport Improvement Program (AIP 3-40-0021-013-2015) for construction of perimeter fencing and gates and the Grant Agreement therefore all are hereby expressly approved and accepted by the City of Clinton. The Mayor is hereby authorized and directed to execute the Grant Agreement for the Project for and on behalf of the City, together with all other necessary documents.

ADOPTED AND APPROVED this ___ day of _____, 2015.

CITY OF CLINTON, OK

_____
CHAIRMAN/ MAYOR

ATTEST: (Seal)

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

MANAGEMENT AGREEMENT
CLINTON MUNICIPAL AIRPORT
CLINTON, OKLAHOMA

This agreement is entered into this _____ day of June, 2015 between the Clinton Airport Authority (hereinafter referred to as "the Authority") and Ms. Tracy Yoder, who will act as the Airport Manager (hereinafter referred to as "Manager"). It is the intent of this whole agreement that Manager be recognized as the Airport Manager acting on behalf of the City of Clinton and the Clinton Airport Authority for administrative requirement and for maintaining and operating the Airport in accordance with FAA regulations.

Whereas, the Authority owns and operates the Clinton Municipal Airport and its related facilities, and desires to maintain and operate said airport in the best interest of the City of Clinton and the aviation users of the airport, and

Whereas, Ms. Tracy Yoder has demonstrated that she can provide the required managerial functions and other services for the Clinton Municipal Airport, and

Whereas, under the terms of this agreement the MANAGER will:

- Keep the airport, including the terminal building, open and staffed seven days a week, with the minimum hours being 8 a.m. to 5 p.m Exceptions are Thanksgiving, Christmas, and Easter Sunday.

- Maintain 24-hour fuel availability

- Maintain the terminal in a clean and orderly manner, insuring that the restrooms and other public spaces are clean and available during all hours of operation. In keeping with the no smoking policy of the City, enforce the City's no smoking ordinance in the main terminal building.

- Answer all incoming calls from both the radio and telephone system during all hours of operation.

- Perform routine maintenance on the terminal building to include cleaning, replacing of light bulbs, and all other routine maintenance items. Maintain and install wind socks as needed. Install and maintain all runway lights and colored globes.

- Meet and greet all incoming traffic, whether land or air, welcoming them to the airport and offer routine and customary service, to include but not be limited to tied down assistance, fuel, directions, and any other assistance that might be needed.

- Offer Courtesy Car on behalf of the Clinton Airport Authority.

- Be allowed to operate a travel or aircraft related business out of available office space and classrooms located in the terminal building.

- Be responsible for the leasing of available T-hangars, insuring that the appropriate agreements are signed, and following the Authorities policies and procedure for hangar rental (copy attached). Copies of the leases shall be provided to the Authority as renewed. It is understood that the rental rates can only be set by the Authority.

- Manager shall maintain liability insurance for all activities within the scope of the Manager duties and shall provide evidence of such insurance to the City Clerk and Manager shall hold the City of Clinton and the Clinton Airport Authority harmless for any claims arising from activities or actions of Manager, its employees, agents, or wholly-owned companies or programs. Should Manager provide flight instruction to student pilots, the necessary insurance shall be obtained, and proof of same furnished to the City and Authority. The minimum amount of coverage shall be the same as that carried by the Authority. The Manager shall list the City of Clinton and the Clinton Airport Authority as additional insured.

- The Manager shall provide aircraft fueling services. The Manager will be responsible for the purchase of all fuel. Fuel and oil may be sold for any price per gallon deemed appropriate. It is the sole responsibility of the Manager to insure that quality products are being delivered and sold. Manager shall provide any documentation from suppliers necessary to insure that minimum standards are met for aviation gasoline. It is the responsibility of the Manager to perform all quality control measures, tests, and dispensing.

- The Manager must provide all employees with proper safety training on fuel dispensing and fuel received.

- Perform routing maintenance on all T-hangars, to include changing light bulbs, providing oil or grease to rollers on hangar doors, and such other small items as may be necessary.

- Any insurance for aircraft, equipment, tools, parts or other contents owned or held by the Manager shall be the sole responsibility of the Manager.

- Manager shall act as the airport and city liaison with state and federal aviation agencies and will complete on a timely and accurate basis, all necessary reports, applications, and other appropriate papers as may be required.

- Manger will, in a timely manner, reimburse the Authority for all long distance telephone calls for non-airport related activity.

- Manager shall be responsible for mowing and grounds-keeping at the airport and shall comply with all FAA rules and regulations, including mowing and up keep of the landscaping and weeds in and under the new fence line. Manager will be responsible for the everyday equipment maintenance.

  In consideration of and for these services to be provided by the Manager, the Authority agrees to the following:

- The Authority is responsible for all major repairs to the airport facility, grounds, buildings, and other assets commonly assigned to said facility. The Manager shall notify the Authority as soon as she becomes aware of the need for any major repairs. As noted above, the Manager shall provide routine maintenance and cleaning. Light bulbs for the hangars, outside floodlights, runway and taxi lights and gloves, all repairs to the radios, navigational aides, tetrahedron, and beacon are the responsibility of the Authority.

- Authority will provide all operating, janitorial, and office supplies.

- Authority will provide fuel and insurance for two Courtesy Cars.

- Authority will pay a management fee of $6,458.96 per month, $77,507.52 annually, to the Manager. The amount of compensation shall be adjusted annually, at the contract renewal date, at the same rate that all other city employees are adjusted.

- Authority will pay for dues and conference expenses to the Oklahoma Airport Operators Association.

- It is understood that the Manager plans to begin flight instruction classes and will use the facilities in the terminal building.

- It is understood, however, that the land rent paid to the Authority for the large commercial hangars, and for the farm lease, shall remain with the Authority.

- Authority will list Tracy Yoder as additional insured to the contract of insurance.

- The City shall provide the equipment and fuel for mowing and will pay for the expenses associated with such maintenance to the equipment.

- Authority will spray the Airport ground for weeds, including the newly constructed perimeter fence.

- Authority will reimburse Manager for credit card sales of oil and pilot supplies.

Whereas, both parties agree that the terms of the agreement shall be for a period of three years commencing on July 1, 2015 and ending on June 30, 2018.

Whereas, both parties further agree that either party shall have the right for any cause to terminate this agreement at any time, provided that the party notifies the other party in writing of the intent to terminate this agreement at least ninety (90) days prior to termination, and that both parties shall be responsible for all terms of the agreement during such ninety (90) days notice period.

It is further agreed that in the event the Manager dies, becomes incapacitated, or becomes financially unable to perform the duties of an Manager for any period of more than 30 days, this agreement may be terminated by either party or there heirs/successors upon 10 days written notice to the other party.

Now, therefore, for and in consideration of the terms heretofore set forth the parties hereto agree to this Management Agreement dated and signed this _____ day of June, 2015.

_____	_____
Ms. Tracy Yoder	Seth Adams, Chairman

PUBLIC NOTICE OF A REGULAR MEETING
OF THE RECREATIONAL AUTHORITY
TUESDAY, JUNE 16, 2015 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Source listing: 06/16/15 Meetings
Original source: https://agendas.clintonok.gov/archive/2015/061615/launch.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2015/061615/airport.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2015/061615/council.htm
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Original authority agenda: https://agendas.clintonok.gov/archive/2015/061615/publicwork.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2015/061615/recreational.htm

1. Call to Order
2. Opening Prayer /Pledge Jeff McDowell, First Christian Church
3. Consent Agenda
    A. Consider Approval of Minutes on June 2, 2015
4. Action Items:
    A. Consider and take action on Facilities Usage Contract for the Clinton Soccer Club
5. Trustee's Report
6. City Manager's Report
7. Audience Participation
8. Adjournment
    A. Proceed to Airport Authority agenda

Filed this12th day of June, 2015. Posted on the bulletin board in the lobby of the Clinton City Hall on June 12, 2015 at 2:00 p.m.

MINUTES OF RECREATIONAL AUTHORITY MEETING
JUNE 2, 2015

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, June 2, 2015, at 5:30 p.m. A notice of this meeting with agenda was posted on the bulletin board in the lobby of Clinton City Hall on May 29, 2015.

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

MAYOR: Seth Adams
COUNCIL: Don Rodolph, Jason Hulin, Wheeler Lowry, Lucas Martinez
CITY MANAGER: Mark Skiles
CITY CLERK: Lisa Anders
CITY TREASURER: Debra Blanchard
DEPUTY CLERK: Shona Stermer
CITY ATTORNEY: Absent
NEWS MEDIA: Gerald Green and Corrieanne Fairchild
OTHERS: Donald Webb, Kris Wermy, Gene McCullough, Conan Wilson, Leon Kinder, Bryan Atchley, Mary Helen Jones, David Crabtree and others.

Gerald Green opened the meeting with prayer and Trustee Wheeler Lowry led the Pledge of Allegiance.

AGENDA ITEM NO. 3: CONSENT AGENDA

A. Minutes of Regular Meeting of May 5, 2015
B. Consider claims

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

Chairman put the motion to a roll call vote:

Aye: Lowry, Hulin, Martinez, 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 Hulin and seconded by Trustee Lowry to adjourn the meeting.

Chairman put the motion to a roll call vote:

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

Chairman declared the meeting adjourned at 5:332p.m.

FACILITIES USAGE CONTRACT
FOR
THE CLINTON SOCCER CLUB

This Agreement dated _____ day of _____, 2015, is made by and between THE CLINTON SOCCER CLUB (CSC), and the CITY OF CLINTON REACREATION AUTHORITY (RA).

WHEREAS, CSC is an independent volunteer board of directors organized to promote youth sports activities through the operation of its youth soccer program; and

WHEREAS, the RA is the owner of that certain public park amenity known as the "Schumacher Fields at Acme Brick Park", and hereafter referred to as the "Facilities"; and

WHEREAS, CSC and the RA desire to enter this Agreement for the purpose of evidencing the Agreement of the parties with regard to use the Facilities by CSC and respective obligations of the parties regarding the use and maintenance of the Facilities;

NOW, THEREFORE in consideration of the promises and the mutual covenants and obligations contained herein, the parties agree as follows

I. Term

This Agreement shall be for a term of one (1) year beginning on the date of full execution hereof, unless terminated by either party upon thirty (30) days advance written notice to the other party; and shall renew annually unless terminated 60 days prior to the end of the term by RA.

II. Use of Facilities

CSC shall have the right to use the Facilities for its soccer programs including but not limited to the following: all recreational, academy, competitive and adult league games, camps clinics, and practices. Any other events must be scheduled separately through the RA (ex: circus, carnival, non-soccer related).

CSC understands that field condition is a top priority and in order to ensure field quality, weather conditions should be taken into consideration and the CSC should not allow events to take place when conditions adverse to field quality exist. The RA shall at all times have the right to inspect the Facilities and CRS's activities related to its use of the Facilities to insure compliance with terms and provisions of this Agreement.

III. Obligation of the RA

Both parties to this Agreement agree that during the term of this Agreement RA shall:

1.) Provide the following maintenance and repairs in a manner generally equal to normal RA maintenance and repair of similar RA recreational facilities and more specifically as follows:

   a.) Mow, fertilize over seed and water all areas of the Facilities.
   b.) Haul off trash that has been deposited in dumpsters.
   c.) Maintain structural integrity of concession stands and restrooms, including repair or replacements of damaged roofs, doors, and windows.
   d.) Repair or replace lights, poles, wiring fuses, transformers and other equipment related to the lighting of each field to be used by CSC.
   e.) Maintain, repair and replace parking areas.
   f.) Provide one (1) port-a-can for each soccer site.
   g.) Provide toilet paper and soap for the restrooms.
   h.) Provide a key to control soccer field lights. If lost or damaged, soccer CSC will be responsible for repairs or replacement, at the option of the City.

It is understood and agreed the RA's obligations under this Agreement will be performed as soon as, and to the extent that, budgeted funds are available for performance of its obligations. It is further understood and agreed that if the RA is unable to meet its obligations to repair or maintain the Facilities, CSC may at its sole cost and expense perform such repair or maintenance upon written approval by the RA.

All new construction or repair projects must follow standard Building Code Standards and Procedures of the City of Clinton. CSC's designated contact person shall submit construction plans and drawings to the RA prior to commencement of any work.

IV. Obligations of CSC

Both parties to this Agreement agree that during the term of this Agreement CSC shall:

1.) At no cost or expense to the RA, provide the following maintenance, repair or services

   a.) Stripe each field with a substance approved by RA and with equipment provided by RA;
   b.) Pick up all paper and debris; and place in trash receptacles.

c.) Clean concession areas and place trash outside concession stand for pick-up by RA.
d.) Maintain, repair and replace concession stand equipment.
e.) Provide for any special needs or services such as additional port-a-cans, security or traffic control devices or police officers needed as a result of CSC's use of the Facilities.

2.) Comply with all applicable ordinances, rules and regulations.

3.) Provide a current list of officers, Board of Directors and contact person of CSC with addresses, telephone numbers, and email addresses

4.) During the term hereof CSC shall operate its own concession stands, and all revenues generated from such use shall be for the sole and exclusive use of the CSC. CSC agrees to coordinate with any other group (baseball/softball) who has events at the same time. CSC agrees to abide by any and all health code requirements for food services. Storage of flammable, hazardous, or toxic substances at the Facilities is prohibited. CSC is responsible for any of their items stolen or damaged during the course of the year.

5.) CSC shall not discriminate against any person or persons because of race, color, religion, sex, disability or national origin.

6.) CSC shall not perform any construction, maintenance, repair or alteration to the Facilities, without the prior written consent of the RA. Any and all capital improvements made to the Facilities shall become the property of the RA.

7.) If fees are charged for admission, they shall be reasonable fees for programs offered at the Facilities that are reflective of a RA-sponsored activity. No fees shall be charged for parking.

V. Assignability and Exclusivity

This Agreement is a privilege for the benefit of CSC only and may not be assigned in whole or in part by CSC to any other person or entity. Both parties understand that CSC's use of the Facilities is nonexclusive.

VI. Notices

Unless otherwise provided herein, any notice, tender or delivery to be given hereunder by either party to the other may be effected by personal delivery in writing or by registered or certified mail, postage prepaid, return receipt requested. Mailed notices shall be addressed as set forth, but each party may change its address by written notice in accordance with this section.

CSC :
Lucas Martinez, CSC President
PO Box 1294
Clinton, Oklahoma 73601

RA:
Kris Wermy, Recreation Coordinator
CITY OF Clinton Recreational Authority
415 Gary Boulevard
Clinton, Oklahoma 73601

Any such notice shall be effective upon receipt if delivered in person or upon actual deposit in an official receptacle of the United States Postal Service, if mailed as aforesaid.

Miscellaneous Provisions.

1.) No modification of this Agreement shall be effective unless it is made in writing and is signed by the authorized representatives of the parties hereto.

2.) This Agreement shall be construed under and in accordance with the laws of the State of Oklahoma, and all obligations of the CSC and the RA created hereunder are performable in Custer County, Oklahoma.

3.) Nothing in this Agreement shall be construed to make the RA or its respective agents or representatives liable in situations it is otherwise immune from liability.

4.) In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or

unenforceable in any respect, such invalidity, illegality, or unenforceabilty shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

5.) Each party represents to the other that the individual signing this Agreement below has been duly authorized to do so by its respective governing body, and that this Agreement is binding and enforceable as to each party.

6.) This agreement may be cancelled by either party by giving the other 30 days written notice.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth below.

ATTEST:

THE CLINTON RECREATIONAL SOCCER ASSOCIATION

_____

RA Chairman

_____

CSC President

Date: _____

Date: _____

PUBLIC NOTICE OF A REGULAR MEETING
OF THE PUBLIC WORKS AUTHORITY
TUESDAY, JUNE 16, 2015 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Source listing: 06/16/15 Meetings
Original source: https://agendas.clintonok.gov/archive/2015/061615/launch.htm
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Original authority agenda: https://agendas.clintonok.gov/archive/2015/061615/publicwork.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2015/061615/recreational.htm

1. Call to Order

2. Opening Prayer /Pledge

3. Consent Agenda Jeff McDowell, First Christian Church

    A. Consider Approval of Minutes on June 2, 2015

4. Action Items:

    A. Consider and take action on approval of Letter of Support for the Smart Water Grant application as being submitted by the Foss Master Conservancy District

    B. Consider Budget Amendment to Fiscal Year 2014-2015 Budget

5. Trustee's Report

6. City Manager's Report

7. Audience Participation

8. Adjournment

    A. Proceed to Industrial Authority Agenda

Filed this 12th day of June, 2015. Posted on the bulletin board in the lobby of the Clinton City Hall on June 12, 2015 at2:00 p.m.

MINUTES OF CLINTON PUBLIC WORKS AUTHORITY MEETING
JUNE 2, 2015

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, June 2, 2015, at 5:30 p.m. A notice of this meeting with agenda was posted on the bulletin board in the lobby of Clinton City Hall on May 29, 2015.

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

MAYOR: Seth Adams
COUNCIL: Don Rodolph, Jason Hulin, Lucas Martinez, Wheeler Lowry
CITY MANAGER: Mark Skiles
CITY CLERK: Lisa Anders
CITY TREASURER: Debra Blanchard
DEPUTY CLERK: Lisa Anders
CITY ATTORNEY: Absent
NEWS MEDIA: Gerald Green and Corianne Fairchild
OTHERS: Gene McCullough, Conan Wilson, Leon Kinder, Bryan Atchley, Donald Webb, Kris Wermy, Mary Helen Jones, David Crabtree and others.

Gerald Green opened the meeting with prayer and Trustee Wheeler Lowry led the Pledge of Allegiance.

AGENDA ITEM NO. 3: CONSENT AGENDA

A. Minutes of Regular Meeting of May 19, 2015
B. Consider Claims

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

Chairman put the motion to a roll call vote:

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

Chairman declared the motion carried.

AGENDA ITEM NO. 4 ACTION ITEMS

None

AGENDA ITEM NO. 5 TRUSTEE REPORT

None

AGENDA ITEM NO. 6: MANAGER'S REPORT

City Manager Mark Skiles reported that Clinton Lake is running over due to recent rains. He said that for the past month, the lake has been producing water so this will result in no overage charges from Foss for the month of May.

AGENDA ITEM NO. 7: AUDIENCE PARTICIPATION

None

AGENDA ITEM NO. 8: ADJOURNMENT

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

Chairman put the motion to a roll call vote:

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

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

Clinton
Hub City of Western Oklahoma

Office of the Mayor

Seth Adams, Mayor
City of Clinton, Oklahoma

June 11, 2015

David Berrong
340 S. 13th
Clinton, OK 73601

Dear Mr. Berrong:

The City of Clinton recognizes the importance of adequate affordable water supplies in Western Oklahoma. It is also recognized that regional planning is extremely important when addressing the production and distribution of a scarce commodity. Foss Reservoir, a Bureau of Reclamation project, is essential to the livelihood and progression of the municipalities and surrounding communities that depend upon same for their very lifeblood. The City of Clinton has taken steps to diversify their water source portfolio. EPA has made a Case Study of this project. In light of this project, Clinton recognizes the importance of Foss Reservoir in their water source portfolio.

The City of Clinton is very much in support of the Smart Water Study Grant Application as being submitted by the Foss Reservoir Master Conservancy Board. The recent drought has brought the importance of this Study to the attention of all in this area.

Respectfully,

Seth Adams

Mayor, Clinton, Oklahoma

BUDGET AMENDMENT FORM
FY 2014-2015

TYPE OF AMENDMENT:
01 - SUPPLEMENTAL
02 - DECREASE
03 - TRANSFER

CITY OF CLINTON - PUBLIC WORKS AUTHORITY

		ACCOUNTS DECREASED		
TYPE	EXPL.	ACCT #	NAME	AMOUNT
01	A			

ACCOUNTS INCREASED		
ACCT #	NAME	AMOUNT
ESTIMATED REVENUE		
	2014 Revenue Bond Const Proceeds	28,572,910
TOTAL ESTIMATED REVENUE		28,572,910
APPROPRIATIONS		
700-42700-3050	Proj Engineering	3,800,000
700-42700-3055	Proj Admin	5,000
700-42700-3060	Proj Const - RO Plant	16,000,000
700-42700-3062	Proj Const - Wtrlines	3,117,910
700-42700-3063	Proj Const - Wells	1,200,000
700-42700-3064	Proj Const - Inject Well	4,450,000
TOTAL APPROPRIATIONS		28,572,910

EXPLANATIONS:

A. Supplemental appropriation for PWA 2014 Revenue Bond Construction Project

DONE BY ORDER OF THE TRUSTEES OF SAID AUTHORITY AND RECORDED IN THE MINUTES OF THE CLERK AT CLINTON, OKLAHOMA, THIS 16TH DAY OF JUNE, 2015.
ATTEST:

CHAIRMAN

CLERK

PUBLIC NOTICE OF A REGULAR MEETING
OF THE INDUSTRIAL AUTHORITY
TUESDAY, JUNE 16, 2015 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Source listing: 06/16/15 Meetings
Original source: https://agendas.clintonok.gov/archive/2015/061615/launch.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2015/061615/airport.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2015/061615/council.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2015/061615/industrial.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2015/061615/publicwork.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2015/061615/recreational.htm

1. Call to Order
2. Opening Prayer /Pledge Jeff McDowell, First Christian Church
3. Consent Agenda
    A. Consider Approval of Minutes on June 2, 2015
4. Action Items:
    A. Consider Budget Transfer to Fiscal Year 2014-2015 Budget
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 June, 2015. Posted on the bulletin board in the lobby of the Clinton City Hall on June 12, 2015 at 2:00 p.m.

MINUTES OF INDUSTRIAL AUTHORITY MEETING
JUNE 2, 2015

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, June 2, 2015, at 5:30 p.m. A notice of this meeting with agenda was posted on the bulletin board in the lobby of Clinton City Hall on May 29, 2015.

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

MAYOR: Seth Adams
TRUSTEES: Don Rodolph, Wheeler Lowry, Lucas Martinez, Jason Hulin
CITY MANAGER: Mark Skiles
CITY CLERK: Lisa Anders
CITY TREASURER: Debra Blanchard
DEPUTY CLERK: Shona Stermer
CITY ATTORNEY: Absent
NEWS MEDIA: Gerald Green and Corrianne Fairchild
OTHERS: Donald Webb, Kris Wermy, Gene McCullough, Leon Kinder, Bryan Atchley, Conan Wilson, Mary Helen Jones, David Crabtree and others.

Gerald Green opened the meeting with prayer and Trustee Wheeler Lowry led the Pledge of Allegiance.

AGENDA ITEM NO. 3: CONSENT AGENDA

A. Minutes of Regular Meeting of May 5, 2015
B. Consider Claims

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

Chairman put the motion to a roll call vote:

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

Chairman declared the motion carried.

AGENDA ITEM NO. 4 ACTION ITEMS

4A. CONSIDER BIDS ON AGRICULTURAL LEASE OF APPROXIMATELY 100 ACRES IN COMMERCE INDUSTRIAL CENTER

Staff had advertised for bids on the lease of 100 acres in Commerce Industrial Center. Two bids were received.

Bryan Atchley	Dusty Mayfield/Brennan Hendershot
$1,050 per year	$16.00 per acre

Per the bid notice, bidders submitting sealed bids by the stated time may raise their written bid orally at the time the bids are opened and read aloud.

Bryan Atchley raised his bid to $1650.00 per year.

Motion was made by Trustee Hulin and seconded by Trustee Rodolph to accept the bid from Bryan Atchley in the amount of $1650.00 per year.

Chairman put the motion to a roll call vote:

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

Chairman declared the motion carried.

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 Hulin and seconded by Trustee Lowry to adjourn the meeting.

Chairman put the motion to a roll call vote:

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

Chairman declared the meeting adjourned at 5:45 pm.

INDUSTRIAL FUND TRANSFERS FY 2014-2015

	IN +	OUT (-)
NON-DEPARTMENTAL		
740-40000-2120 CONTRACTUAL SERVICES	20,000	
740-41508-2640 CONTINGENCIES		(15,000)
740-41508-2130 FACILITIES REPAIR		(5,000)

TOTAL TRANSFERS 20,000 (20,000) 0

Debra Blanchard 6-16-15

CITY MANAGER OR CITY TREASURER DATE

PUBLIC NOTICE OF A REGULAR MEETING
OF THE CITY COUNCIL
TUESDAY, JUNE 16, 2015 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Source listing: 06/16/15 Meetings
Original source: https://agendas.clintonok.gov/archive/2015/061615/launch.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2015/061615/airport.htm
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Original authority agenda: https://agendas.clintonok.gov/archive/2015/061615/industrial.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2015/061615/publicwork.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2015/061615/recreational.htm

1. Call to Order

2. Opening Prayer /Pledge Jeff McDowell, First Christian Church

3. Consent Agenda

    A. Consider Approval of Minutes of June 2, 2015

    B. Consider Approval of Minutes of Special Meeting of May 28, 2015

4. Action Items:

    A. Consider agreement with Clinton Summer Playground

    B. Consider Ordinance 958 regarding City Manager Plan amendment with Oklahoma Municipal Retirement Fund

    C. Consider Ordinance 959 regarding Defined Contribution Plan amendment with Oklahoma Municipal Retirement Fund

    D. Consider appointment to Planning and Zoning Board and Board of Adjustment

    E. Consider Budget Transfers to Fiscal Year 2014-2015 Budget:

5. General Fund

    A. General Fund

6. Capital Improvement Fund

    A. Capital Improvement Fund

B. Consider and take action on approval to widen portion of Boulevard of Champions as presented by Walt Schumacher

C. Consider Resolution No. 853 authorizing the Mayor or City Manager to execute the Participation Agreement with JPMorgan Chase Bank for the Purchasing Card Program

D. Consider Ordinance 960 regarding Processing Methods and Internal Controls over Municipal Purchases and Cash Disbursements

E. Consider and take action on recommendation of Foss Master Conservancy Board Members

7. Council Report

8. City Manager's Report

9. Audience Participation

10. Adjournment

Filed this 12th day of June, 2015. Posted on the bulletin board in the lobby of the Clinton City Hall on June 12, 2015 at 2:00 p.m.

MINUTES OF THE CLINTON CITY COUNCIL
JUNE 2, 2015

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, June 2, 2015 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 Friday, May 29, 2015.

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

MAYOR: Seth Adams
COUNCIL: Don Rodolph, Jason Hulin, Lucas Martinez, Wheeler Lowry
CITY MANAGER: Mark Skiles
CITY CLERK: Lisa Anders
CITY TREASURER: Debra Blanchard
DEPUTY CLERK: Shona Stermer
CITY ATTORNEY: Absent
NEWS MEDIA: Gerald Green and Corianne Fairchild
OTHERS: Gene McCullough, Conan Wilson, Leon Kinder, Bryan Atchley, Donald Webb, Mary Helen Jones, David Crabtree, and others.

Gerald Green opened the meeting with prayer and Councilman Wheeler Lowry led the Pledge of Allegiance.

AGENDA ITEM NO. 3: CONSENT AGENDA

A. Minutes of Regular Meeting of May 5, 2015 and Public Hearing minutes of May 5, 2015

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

Mayor put the motion to a roll call vote:

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

Mayor declared the motion carried.

AGENDA ITEM NO. 4 ACTION ITEMS

4A. CONSIDER AND TAKE ACTION ON PROCLAMATION REGARDING DECLARING JULY 2015 AS "WATER'S WORTH IT" MONTH

City Manager Mark Skiles explained that the Oklahoma Water Environment Association had prepared the proclamation declaring July as "Water's Worth It" month.

Motion was made by Councilman Rodolph and seconded by Councilman Hulin to authorize the mayor to sign the proclamation.

Mayor put the motion to a roll call vote:

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

Mayor declared the motion carried.

4B. CONSIDER RESOLTION 852 REGARDING NOMINATION FOR TRUSTEE FOR DISTRICT 7 WITH OKLAHOMA MUNICIPAL RETIREMENT FUND

Motion was made by Councilman Rodolph and seconded by Councilman Lowry to approve Resolution No. 852 whereby nominating City Manager Mark Skiles as trustee for District 7 of the Oklahoma Municipal Retirement Fund.

Mayor put the motion to a roll call vote:

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

Mayor declared the motion carried.

4C. CONSIDER AND TAKE ACTION ON AGREEMENT WITH OKLAHOMA TAX COMMISSION REGARDING COLLECTION OF SALES AND USE TAX EFFECTIVE JULY 1, 2015

City Manager Mark Skiles explained that the Oklahoma Tax Commission has presented a new agreement for administration of the sales and use tax with the City of Clinton. The rate of sales and use tax is 4.5%.

Motion was made by Councilman Rodolph and seconded by Councilman Hulin to approve the agreement with the Oklahoma Tax Commission regarding collection of sales and use tax effective July 1, 2015.

Mayor put the motion to a roll call vote:

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

Mayor declared the motion carried.

AGENDA ITEM NO 5.COUNCIL REPORT

None

AGENDA ITEM NO. 6: MANAGER'S REPORT

City Manager Skiles reported that the Filing Period for Ward 1 and Ward 3 will continue through Wednesday at 5:00.

Skiles reported that a special meeting will be held for a budget hearing on Monday, June 15, 2015 and approval of the budget so to comply with the June 15th deadline. He said a public notice will be published in the newspaper five days in advance of the meeting.

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, Martinez, Adams
Nay: None

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

RESOLUTION NO. 852

A RESOLUTION OF City of Clinton, OK **(employer name) NOMINATING** Mark Skiles **AS A CANDIDATE TO FILL AN OPEN POSITION ON THE BOARD OF TRUSTEES OF THE OKLAHOMA MUNICIPAL RETIREMENT FUND (OkMRF) REPRESENTING DISTRICT 7 FOR A FIVE YEAR TERM BEGINNING OCTOBER 1, 2015, THROUGH OCTOBER 1, 2020.**

WHEREAS, The Oklahoma Municipal Retirement Fund Executive Director/CEO, Jodi Cox, has notified all participating employer's of District 7 that a five year term on the Board of Trustees is expiring September 30, 2015; and

WHEREAS, OkMRF is governed by a Board of Trustees who are nominated and elected by member cities, towns and municipal agencies.

NOW, THEREFORE, BE IT RESOLVED by the Mayor/Chair and City Council/Board of the participating employer City of Clinton, OK that they do hereby nominate Mark Skiles, for election to the OkMRF Board of Trustees.

END

The undersigned hereby certify that the foregoing Resolution was duly adopted and approved by the Mayor/Chair and City Council/Board of the participating employer of City of Clinton, OK on the 2 day of June, 2015.

Mayor/Chair

Attest (Seal):

Lisa Anders

City Clerk/Secretary

Spm052815

MINUTES OF A SPECIAL MEETING OF CLINTON CITY COUNCIL, CLINTON PUBLIC WORKS AUTHORITY, CLINTON HOSPITAL AUTHORITY, CLINTON SOLID WASTE AUTHORITY, CLINTON RECREATIONAL AUTHORITY, CLINTON AIRPORT AUTHORITY AND CLINTON INDUSTRIAL AUTHORITY

THURSDAY, MAY 28, 2015

Minutes of a special meeting of the Mayor/ Chairman and Council/Trustees of the City of Clinton, Oklahoma, Custer County, held at the Frisco Center on Thursday, May 28, 2015, 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 May 22, 2015.

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

Trustee/ Council: Don Rodolph, Wheeler Lowry, Jason Hulin, Lucas Martinez
City Manager: Mark Skiles
City Clerk: Lisa Anders
News Media: Gerald Green and Corianne Fairchild
Others: David Crabtree, Kris Wermy, Debra Blanchard, Barry Dehart, Shona Stermer, Donald Webb, Gene McCullough, Julie Menge, Kelly Somner, Kent Miller, Irvin Schmidt, Jeremy Brush, J.G. Stratton, Bob Gauger, Two Jefferson, Linda Parker, Weldon Sawatzky and others.

2. REVIEW OF 2015-2016 FISCAL YEAR BUDGET

City Manager Mark Skiles presented an overview of the draft budget. He reported that the proposed ending fund balance is $2,133.728 with an estimated $1.600,000 deficit. He said there is no cost of living increased included in the budget. He said the health premiums remained the same this year but the cost of insurance increased by 3% DUE TO THE Affordable Health Care Act fees.

Treasurer Debra Blanchard explained that the Oklahoma Tax Commission has contacted the City regarding another Use Tax payback included the balance of the this, payback is approximately $970,000 to be paid over a 42 month period. He said that while the collection was received it was recognized as an unusual collection and staff did not spend the funds.

Councilman Rodolph suggested looking at a cost of living increase for non-department head employees at an estimated $.50 per hour at a later date. He said this would cost approximately $112,000 for the year to implement.

Treasurer Blanchard said the Contribution to Other Agencies had been budgeted the same as last year but that Eastside Academy had requested an additional $1,000 and Multi-County Youth Service had requested an additional $5,000 for the year.

It was a consensus to leave the contributions at the same rate as the previous year.

CAPITAL IMPROVEMENT

City Manager Mark Skiles said the City has submitted a grant application for two Police Units and budgeted for the purchase of one unit. Notification had been received that the grant was not awarded to the City. The budgeted item will be modified to remove the revenue estimate of $74,000 for the grant funding and change the budget to reflect the purchase of one unit.

Kris Wermy had budgeted for a climbing wall for the deep end of the pool to replace the high dive at a cost of $14,000. He said there is an existing well at Opal and 13th Street that has been budgeted to re-drill for irrigation and filling the pool at a rate of $15,000.

PUBLIC WORKS AUTHORITY

City Manager Mark Skiles said it is estimated that the Public Works will have an ending balance of $1,125,000. He said the expenses have out run the revenues. He said thanks to the recent rains, the lake water will allow an offset on the overage from Foss which will eliminate some expenses and generate revenue from the sale of additional city water.

Trustee Rodolph recommended reducing the Contractual Service line item by $1,000,000.00.

City Treasurer Blanchard explained that the City had received $499,000 in the settlement regarding the chlorine leak at the Water Treatment Plant. Of that, $315,500 has been spent on the repairs. It is estimated that it will take another $300,000 to complete the repairs.

Public Works Director Donald Webb explained that two water line replacement projects have been included in the budget. 19th and Hayes down to Modelle is estimated at $300,000.00 and Lincoln Addition is estimated at $50,000.00.

Jerry Brush explained that $125,000 is budgeted to rehab the clarifiers at both water and wastewater treatment plants.

SOLID WASTE

City Manager Skiles reported a balance deficit of approximately $200,000 with capital request totaling$157,000.00.

Treasurer Blanchard reported that roof repairs had been budgeted in the current budget but those funds were utilized on the remodeling of the buildings on Marshall Road for a shop that streets and solid waste departments are utilizing.

AIRPORT

Treasurer Debra Blanchard said the capital request is for phase two of the fencing and gate project at Clinton Regional Airport. An FAA grant has been applied for with a 90-10% match.

RECREATIONAL AUTHORITY

Treasurer Blanchard said the budget for the Recreational Authority is the same as the current year and contains a subsidy from the General Fund for approximately $175,000.00.

INDUSTRIAL AUTHORITY

City Manager Skiles said the Industrial Authority fund balance is down by approximately 10%. This includes economic development and rentals.

Trustee Hulin asked about the completion of Robinson Addition. He said even with the material already purchased, he wasn't in favor of spending the money on the project.

Trustee Rodolph said he would like to see the numbers to finish Robinson before making that decision.

Trustee Hulin said the amount is comparable to the amount needed to give the employees a $.50 per hour raise. He would like to see Robinson put to sod and sold if possible.

City Manager Mark Skiles said a cost estimate on the completion of Robinson Addition would be prepared for review.

FRISCO CENTER

Treasurer Debra Blanchard said capital request of $31,000 has been included in the budget. She said lodging tax maintains the facility.

Julie Menge, Chamber President, reported that Bar-S would be occupying one wing of the Frisco Center from Monday through Friday from 8 am to 5 pm for approximately 18 to 36 months.

INDUSTRIAL DEVELOPMENT

Treasurer Blanchard said that $750,000 EDA grant for the Commerce Industrial Center has been included.

CENTRAL GARAGE

Blanchard explained that this fund is a pass through for parts and labor on city vehicles and equipment.

HOSPITAL AUTHORITY

Blanchard said the lease payments are being received monthly with only interest earnings eligible to be spent.

HOPE HOUSING

Blanchard reported that there are four apartments that are rented.

Blanchard reported that there are four apartments that are rented.

3. CONSIDER ORDINANCE NO. 935E REGARDING AMENDING, REPEALING, AND REPLACING WATER CONSERVATION PROCEDURES

City Manager Mark Skiles said given the recent rains, the questions was given regarding repealing the water restrictions. He said the approval of this ordinance is the first act in changing the restrictions.

Councilman Rodolph asked if this would eliminate restrictions.

City Manager Skiles said the resolution would eliminate the restrictions.

Motion was made by Councilman Rodolph and seconded by Councilman Martinez to adopt Ordinance 935E regarding water conservation procedures.

Mayor put the motion to a roll call vote:

Aye: Rodolph, Martinez, Hulin, Lowry, Adams

Nay: None

Mayor declared the motion carried.

Motion was made by Councilman Rodolph and seconded by Councilman Martinez to approve the Emergency Clause to Ordinance No. 935E.

Mayor put the motion to a roll call vote:

Aye: Rodolph, Martinez, Lowry, Hulin, Adams

Nay: None

Mayor declared the motion carried.

4. CONSIDER RESOLTUION NO. 851 REGARDING LIFING THE EXTRAORDINARY WATER USE RESTRICTIONS

City Manager Mark Skiles explained that adoption of Resolution No. 851 would lift the extraordinary water use restrictions but if needed they could be reinstated with another resolution.

Motion was made by Councilman Lowry and seconded by Councilman Hulin to adopt Resolution No. 851.

Mayor put the motion to a roll call vote:

Aye: Lowry, Hulin, Rodolph, Martinez, Adams

Nay: None

5. ADJOURN

Motion was made by Councilman Martinez and seconded by Councilman Rodolph to adjourn the meeting.

Mayor put the motion to a roll call vote:

Aye: Martinez, Rodolph, Hulin, Lowry, Adams

Nay: None

Mayor declared the meeting adjourned at 6:35 p.m.

RESOLUTION 851

A RESOLUTION LIFTING THE EXRAORDINARY WATER USE RESTRICTIONS PROVIDED FOR IN 9-5-3 OF THE CLINTON CITY CODE

WHEREAS, there has been substantial rainfall, which has filled Clinton Lake and significantly increased the volume of Foss Lake;

WHEREAS, the City has implemented both mandatory and extraordinary water use restrictions, and

WHEREAS, Subsection II(3)(D) and Subsection II(4)(B) of Ordinance No. 935E allow for the lifting of water use restrictions.

NOW THEREFORE, be it resolved by the City Council of the City of Clinton that the water conservation procedures established in Ordinance No. 935E (Clinton City Code 9-5-3) are hereby lifted in their entirety, until such time as the council deems necessary under the Code to reimplement the restrictions.

Passed and approved this 28 day of May, 2015.

Seth Adams, Mayor

ATTEST:

LISA ANDERS, City Clerk

SUMMER PLAYGROUND AGREEMENT

This agreement made and entered into this _____ day of _____, 2015, by and between the City of Clinton, Oklahoma, a municipal corporation, hereinafter referred to as "City", and Clinton Summer Playground, Inc. a non-profit corporation, organized under the laws of the State of Oklahoma hereinafter referred to as "Summer Playground."

RECITALS

1. Whereas Summer Playground is a non-profit, self development, community service organization attempting to promote positive community relations in the Clinton area with programs that promote community pride and self development;

2. Whereas the programs of Summer Playground are primarily to provide services to the youth of our city.

3. Whereas there is desires on the part of the Summer Playground to provide said youth activities and provide alternative programs for the youth of the community;

4. Whereas it would be beneficial for both the City and Summer Playground to enter into an agreement providing for these activities for the young people in the Summer Playground youth programs which allows the youth an opportunity to learn team work and other life skills.

NOW THEREFORE, for and in consideration of the mutual covenants herein, the parties agree as follows:

SECTION I

OBLIGATIONS OF CLINTON SUMMER PLAYGROUND, INC.

Summer Playground includes 6 different activities:

Swimming
Designs and Doodles
Discovery Zone
Move Your Body
Numbers Count
Radical Reading

Swimming: 45 minute activity. Students will be involved in basic swimming lessons. They will also play games and promote swimming skills.

Designs and Doodles: 45 minute activity. Students will make crafts that match the theme for the week.

Discovery Zone: 20 minute activity, fun learning. A different theme will be covered each week. Students will use lots of hands on activities to promote learning.

Move Your Body: 20 minute activity, organized games/sports. These may be focused on the theme week. We will promote healthy activity.

Numbers Count: 20 minute activity, math time. Students will play games and have math fact races.

Radical Reading: 20 minute activity, reading time. Students will play games and work on reading fluency.

Summer Playground shall provide a list of all participants to the City. A schedule of events and programs scheduled for the period of this contract shall also be provided to the City.

Summer Playground shall provide these services during the months of June and July 2016.

Monthly progress reports shall be provided to the City indicating the activities and the number of youth signed up for each activity. The said report shall be furnished to the office of the City Clerk not later than the 15th of the month following.

Clinton Summer Playground shall provide these services to at least 200 young persons during the season.

Clinton Summer Playground shall provide the City with a certificate of insurance naming the City as additionally insured.

Clinton Summer Playground will be allowed the use of the swimming pool from the City at no cost.

SECTION II

OBLIGATIONS OF THE CITY OF CLINTON

The City shall provide a fee to Summer Playground in the amount of $8,000. Said fee is to be paid during the month of July 2015.

The City shall provide park facilities needed by the Clinton Summer Playground for its activities.

The City shall provide the use of the Municipal Swimming Pool, McLain Rogers Park Building and the Drill Floor of the Armory building on rain days to Clinton Summer Playground at no cost to the program.

SECTION III

SEVERANCE

The City Manager of said City or his designee shall be responsible for inspecting the areas of work to insure that the work by Clinton Summer Playground has been done in accordance with reasonable acceptable standards and if the same has not been done in accordance to said standards, then no "pay" shall be received by Clinton Summer Playground until such standards are achieved. Further, either party can cancel the contract upon a seven-day notice.

Dated this ____ day of _____, 2015.

City of Clinton, Oklahoma

Attest:

_____
Seth Adams, Mayor

_____
Lisa Anders, City Clerk

_____
Bob Gauger, Chairman
Clinton Summer Playground

ORDINANCE NO. 958

AN ORDINANCE AMENDING THE EMPLOYEE RETIREMENT SYSTEM, DEFINED CONTRIBUTION PLAN FOR THE POSITION OF CITY MANAGER FOR THE **CITY OF CLINTON**, OKLAHOMA BY ADOPTING A REVISED AND RESTATED RETIREMENT PLAN; PROVIDING RETIREMENT BENEFITS FOR ELIGIBLE EMPLOYEES OF THE **CITY OF CLINTON**, OKLAHOMA; PROVIDING FOR PURPOSE AND ORGANIZATION; PROVIDING FOR DEFINITIONS; PROVIDING FOR ELIGIBILITY AND PARTICIPATION; PROVIDING FOR NON-ALIENATION OF BENEFITS; LOSS OF BENEFITS FOR CAUSE AND LIMITATIONS OF BENEFITS; PROVIDING FOR EMPLOYER AND EMPLOYEE CONTRIBUTIONS; PROVIDING FOR ACCOUNTING, ALLOCATION, AND VALUATION; PROVIDING BENEFITS; PROVIDING FOR REQUIRED NOTICE; PROVIDING FOR AMENDMENTS AND TERMINATION; PROVIDING FOR TRANSFER TO AND FROM OTHER PLANS; CREATING A RETIREMENT COMMITTEE AND PROVIDING FOR POWERS, DUTIES, AND RIGHTS OF RETIREMENT COMMITTEE; PROVIDING FOR PAYMENT OF CERTAIN OBLIGATIONS; PROVIDING FOR DURATION AND PAYMENT OF EXPENSES; PROVIDING FOR EFFECTIVE DATE; PROVIDING FOR VESTING SCHEDULES; PROVIDING FOR A FUND TO FINANCE THE SYSTEM TO BE POOLED WITH OTHER INCORPORATED CITIES TOWNS AND THEIR AGENCIES AND INSTRUMENTALITIES FOR PURPOSES OF ADMINISTRATION, MANAGEMENT, AND INVESTMENTS PART OF THE OKLAHOMA MUNICIPAL RETIREMENT FUND; PROVIDING FOR PAYMENT OF ALL CONTRIBUTIONS UNDER THE SYSTEM TO THE OKLAHOMA MUNICIPAL RETIREMENT FUND FOR MANAGEMENT AND INVESTMENT; PROVIDING FOR REPEALER AND SEVERABILITY; ADOPTING THOSE AMENDMENTS MANDATED BY THE INTERNAL REVENUE CODE.

BE IT ORDAINED BY THE CITY COUNCIL OF CLINTON, OKLAHOMA:

Section 1. That pursuant to the authority conferred by the laws of the State of Oklahoma, and for the purpose of encouraging continuity and meritorious service on the part of City employees and thereby promote public efficiency, there is hereby authorized created, established, and approved and adopted, effective as of **October 1, 2015,** the amended and restated Plan designated "Employee Retirement System of the City of Clinton, Oklahoma, Defined Contribution Plan," (hereinafter called System), an executed counterpart of which is marked Exhibit "A" (Joinder Agreement) and Exhibit "B" (amended and restated plan) and attached hereto as part hereof.

Section 2. FUND. A fund is hereby provided for the exclusive use and benefit of the persons entitled to benefits under the System. All contributions to such fund shall be paid over to and received in trust for such purpose by the City. Such Fund shall be pooled for purposes of management and investment with similar funds of other incorporated cities, towns, and municipal trusts in the State of Oklahoma as a part of the Oklahoma Municipal Retirement Fund in accordance with the trust agreement of the Oklahoma Municipal Retirement Fund, a public trust. The City shall hold such contributions in the form received, and from time to time pay over and transfer the same to the Oklahoma Municipal Retirement Fund, as duly authorized and directed by the Board of Trustees. The Fund shall be nonfiscal and shall not be considered in computing any levy when the annual estimate is made to the County Excise Board.

Section 3. APPROPRIATIONS. The City of Clinton, Oklahoma, is hereby authorized to incur the necessary expenses for the establishment, operation, and administration of the System, and to appropriate and pay the same. In addition, the City of Clinton, Oklahoma, is hereby authorized to appropriate annually such amounts as are required in addition to employee contributions to maintain the System and the Fund in accordance with the provisions of the Defined Contribution Plan. Any appropriation so made to maintain the System and Fund shall be for deferred wages or salaries, and for the payment of necessary expenses of operation and administration to be transferred to the trustees of the

Oklahoma Municipal Retirement Fund for such purposes and shall be paid into the Fund when available, to be duly transferred to the Oklahoma Municipal Retirement Fund.

Section 4. EXECUTION. The Mayor and City Clerk be and they are each hereby authorized and directed to execute (in counterparts, each of which shall constitute an original) the System instrument, and to do all other acts and things necessary, advisable, and proper to put said System and related trust into full force and effect, and to make such changes therein as may be necessary to qualify the same under Sections 401(a) and 501(a) of the Internal Revenue Code of the United States. The counterpart attached hereto as Exhibit "A" and Exhibit "B", which has been duly executed as aforesaid simultaneously with the passage of this Ordinance and made a part hereof, is hereby ratified and confirmed in all respects.

This Committee is hereby authorized and directed to proceed immediately on behalf of the City of Clinton, Oklahoma, to pool and combine the Fund into the Oklahoma Municipal Retirement Fund as a part thereof, with similar funds of such other cities and towns, for purposes of pooled management and investment.

Section 5. REPEALER. Any Ordinance inconsistent with the terms and provisions of this Ordinance is hereby repealed, provided, however, that such repeal shall be only to the extent of such inconsistency and in all other respects this Ordinance shall be cumulative of other ordinances regulating and governing the subject matter covered by this Ordinance.

Section 6. SEVERABILITY. If, regardless of cause, any section, subsection, paragraph, sentence or clause of this Ordinance, including the System as set forth in Exhibit "A" and Exhibit "B", is held invalid or to be unconstitutional, the remaining sections, subsections, paragraphs, sentences, or clauses shall continue in full force and effect and shall be construed thereafter as being the entire provisions of this Ordinance.

*****END*****

The undersigned hereby certifies that the foregoing Ordinance was introduced before the City Council of the City of Clinton on the _____ day of _____, 20_____, and was duly adopted and approved by the Mayor and City Council, on the _____ day of _____, 20_____, after compliance with notice requirements of the Open Meeting Law (25 OSA, Sections 301, et. seq.).

City of Clinton

By _____
Mayor

ATTEST:

_____
Clerk

Approved as to form and legality on _____, _____.

_____
ATTORNEY

OKLAHOMA MUNICIPAL RETIREMENT FUND
MASTER DEFINED CONTRIBUTION PLAN
JOINDER AGREEMENT

City of Clinton, a city, town, agency, instrumentality, or public trust located in the State of Oklahoma, with its principal office at Clinton, hereby establishes a Defined Contribution Plan to be known as **City of Clinton Plan** (the "Plan") in the form of the Oklahoma Municipal Retirement Fund Master Defined Contribution Plan.

Except as otherwise provided herein, the definitions in Article II of the Plan apply.

1. **Dates.**
   - [ ] This instrument is a new Plan effective ___ (date may not be prior to Plan Year of the date of execution).
   - [**X**] This instrument is an amendment, restatement and continuation of the Previous Plan, which was originally effective October 1, 2002. The effective date of this Joinder Agreement is **October 1, 2015** (date may not be prior to Plan Year of the date of execution), except as otherwise stated in the Plan and the Joinder Agreement

2. **Employee.**

   The word "Employee" shall mean:

   - [ ] Any person, other than a Leased Employee, who, on or after the Effective Date, is considered to be a regular full-time employee in accordance with the Employer's standard personnel policies and practices, and is receiving remuneration for such services rendered to the Employer (including any elected official and any appointed officer or employee of any department of the Employer, whether governmental or proprietary in nature), including persons on Authorized Leave of Absence. Employees shall not include independent contractors. Elected members of the City Council shall not be considered to be Employees solely by reason of their holding such office.
   - [ ] Any person, other than a Leased Employee, who, on or after the Effective Date, is considered to be a regular employee in accordance with the Employer's standard personnel policies and practices (including part-time, seasonal and temporary employees), and is receiving remuneration for such services rendered to the Employer (including any elected official and any appointed officer or employee of any department of the Employer, whether governmental or proprietary in nature), including persons on Authorized Leave of Absence. Employees shall not include independent contractors. Elected members of the City Council shall not be considered to be Employees solely by reason of their holding such office.
   - [**X**] Any person who, [**X**] on or after the Effective Date, [ ] as of , holds the position of:
     - [**X**] City Manager, City or Town Administrator, President, Chief Executive Officer, General Manager, or District Manager, as applicable.
     - [ ] Assistant City Manager [ ] Chief of Police [ ] Fire Chief
     - [ ] Department Head or Department Manager
     - [ ] Finance Director or Chief Financial Officer
     - [ ] General Counsel or Municipal Attorney [ ] Municipal Judge
     - [ ] (specify position)

   The word "Employee" shall not include:

   - [ ] Any person who is currently accruing benefits under any other state or local retirement system.
   - [ ] Any person in the following position and who is covered under another retirement program or system approved by the City:
     - [ ] City Manager, City or Town Administrator, President, Chief Executive Officer, General Manager, or District Manager, as applicable.
     - [ ] Assistant City Manager [ ] Chief of Police [ ] Fire Chief
     - [ ] Department Head or Department Manager
     - [ ] Finance Director or Chief Financial Officer
     - [ ] General Counsel or Municipal Attorney [ ] Municipal Judge
     - [ ] (specify position)
   - [ ] Any person who .

3. Entry Date.

Eligible Employees shall commence participation in the Plan: (Select only one)

[ ] months (any number of months up to twelve) after the later of the Employee's Employment Commencement Date or the date the definition of Employee in Section 2 hereof was met, provided that the individual has met the definition of Employee in Section 2 hereof throughout such period.

[X] **On the Employee's Employment Commencement Date.** (If the Employer has opted out of Old Age and Disability Insurance (OADI), this option must be elected).

14. Definition of Compensation.

Compensation shall exclude the item(s) listed below:

[ ] No exclusions.
[ ] Overtime pay.
[ ] Bonuses.
[ ] Commissions.
[ ] Longevity Pay.
[X] Severance pay.
[ ] Fringe benefits, expense reimbursements, deferred compensation and welfare benefits.
[ ] Accrued vacation or sick leave paid upon termination of employment and moving expenses.
[ ] Other:

5. Plan Design.

The Employer hereby elects the following Plan design:

[ ] Pick-up Option. Each Employee shall be required to contribute to the Plan __% of his or her Compensation. These contributions shall be picked up and assumed by the Employer and paid to the Fund in lieu of contributions by the Participant. No Participant shall have the option of receiving the contributed amounts directly as Compensation.

[ ] Thrift Plan Option.

[ ] A Participant may elect to contribute to the Plan for each Valuation Period an amount which is at least 1%, but no more than __% of his Compensation ("Mandatory Contributions"). Mandatory Contributions shall be made by payroll deductions. A Participant shall authorize such deductions in writing on forms approved by, and filed with the Committee.

[ ] The Employer shall contribute to the Fund an amount equal to __% of the total Mandatory Contributions contributed by Participants.

The Employer contribution shall be allocated in the proportion which the Mandatory Contributions of each such Participant for such Valuation Period bear to the total Mandatory Contributions contributed by all such Participants for such Valuation Period. Forfeitures attributable to Employer contributions under the Thrift Plan Option of this Section 5 shall be used to reduce Employer contributions under such Option.

[ ] Fixed Option. The Employer shall contribute to the Fund an amount equal to __% of the total covered Compensation of all Participants for the Valuation Period. The Employer contribution shall be allocated in the proportion which the Compensation of each such Participant for such Valuation Period bears to the Compensation paid to all such Participants for such Valuation Period.

[X] Variable Option.

[X] The Employer intends to make a contribution to the Plan for the benefit of the Participants for each Valuation Period. The contribution may be varied from year to year by the Employer. (Select one option below)

[ ] Option A: The Employer contribution shall be allocated in the proportion that each such Participant's total points awarded bear to the total points awarded to all Participants with respect to such year. A Participant shall be awarded one point for each Year of Service.

[X] Option B: The Employer contribution shall be allocated in the proportion which the Compensation of each such Participant for such Valuation Period bears to the Compensation paid to all such Participants for such Valuation Period.

[ ] Option C: A combination of Options A and B in the following ratios: ___% for Option A, and ____% for Option B.

[ ] 401(k) Option.
(This Option available only if elected prior to May 1, 1986)

[ ] Participant Deferral Elections shall be allowed under the provisions of Section 4.8 of the Plan. Participants shall be allowed to defer no more than % of their Compensation for each election period.

[ ] Section 4.8(d) of the Plan ("Roth Elective Deferrals") shall apply to contributions after ____ (enter a date later than January 1, 2006, but not earlier than the date the Roth option was initially adopted), and the Plan will accept a direct rollover from another Roth elective deferral account under an applicable retirement plan as described in Code Section 402A(e)(1).

[ ] Matching Contribution Option. The Employer shall contribute to the Fund an amount equal to ____% of the Participant's contributions under the Employer's Section 457(b) Deferred Compensation Plan. The Employer matching contribution shall be limited to ___% of the Participant's Compensation. Forfeitures attributable to Employer matching contributions under this Matching Contribution Option of Section 5 shall be used to reduce Employer matching contributions under such Option.

[ ] No Employer Contribution Option.

6. Other Participant Contribution Options.

[**X**] Voluntary Nondeductible Contributions by Participants shall be allowed under the provisions of Section 4.4 of the Plan.

[ ] A Participant may not withdraw Voluntary Nondeductible Contributions.

[ ] Participants shall not contribute to the Plan.

7. Self-Directed Investments.

[**X**] Are permitted.

[ ] Are not permitted.

8. Allocation of Forfeitures Available.

Forfeitures of Employer contributions attributable to the Fixed Option or Variable Option under Section 5 hereof:

[**X**] Shall be added to Employer contribution under such Option.

[ ] Shall reduce the Employer contribution under such Option.

9. Service for Worker's Compensation Period.

If a Participant is on an Authorized Leave of Absence and is receiving worker's compensation during such Authorized Leave of Absence, such Participant

[**X**] shall be credited with Service for such period for purposes of vesting only and not for purposes of allocations of Employer Contributions.

[ ] shall not be credited with Service for such period.

10. Vesting.

For purposes of vesting under Section 6.4 of the Plan, the Employer hereby elects the following Option:

[ ] Option A

Years of Service	Vested Percentage	Forfeited Percentage
less than 1	0%	100%
at least 1 but less than 2	10%	90%
at least 2 but less than 3	20%	80%
at least 3 but less than 4	30%	70%
at least 4 but less than 5	40%	60%
at least 5 but less than 6	50%	50%
at least 6 but less than 7	60%	40%
at least 7 but less than 8	70%	30%
at least 8 but less than 9	80%	20%
at least 9 but less than 10	90%	10%
10 or more	100%	0%

[ ] Option B

Years of Service	Vested Percentage	Forfeited Percentage
Less than 3	0%	100%
at least 3 but less than 4	20%	80%
at least 4 but less than 5	40%	60%
at least 5 but less than 6	60%	40%
at least 6 but less than 7	80%	20%
7 or more	100%	0%

[ ] Option C

Years of Service	Vested Percentage	Forfeited Percentage
less than 5	0%	100%
at least 5 but less than 6	50%	50%
at least 6 but less than 7	60%	40%
at least 7 but less than 8	70%	30%
at least 8 but less than 9	80%	20%
at least 9 but less than 10	90%	10%
10 or more	100%	0%

[X] Option D

Years of Service	Vested Percentage	Forfeited Percentage
Immediate 100% Vesting	100%	0%

[ ] Option E

The Schedule indicated below (the sum of the Vested Percentage and Forfeited Percentage at each Year of Service must equal 100%) the vesting schedule must be at least as favorable as one of the safe harbor pre-ERISA schedules. The safe harbor vesting schedules are:

ee. 15-year cliff vesting schedule: The plan provides that a participant is fully vested after 15 years of creditable service (service can be based on years of employment, years of participation, or other creditable years of service).

ff. 20-year graded vesting schedule: The plan provides that a participant is fully vested based on a graded vesting schedule of 5 to 20 years of creditable service (service can be based on years of employment, years of participation, or other creditable years of service).

gg. 20-year cliff vesting schedule for qualified public safety employees: The plan provides that a participant is fully vested after 20 years of creditable service (service can be based on years of employment, years of participation, or other creditable years of service). This safe harbor would be available only with respect to the vesting schedule applicable to a group in which substantially all of the participants are qualified public safety employees (within the meaning of Section 72(t)(10)(B)).

Years of Service	Vested Percentage	Forfeited Percentage
less than 1		%
at least 1 but less than 2	%	%
at least 2 but less than 3	%	%
at least 3 but less than 4	%	%
at least 4 but less than 5	%	%
at least 5 but less than 6	%	%
at least 6 but less than 7	%	%
at least 7 but less than 8	%	%
at least 8 but less than 9	%	%
at least 9 but less than 10	%	%
10 or more	%	%

[ ] Option F

To comply with the Internal Revenue Service Regulations promulgated pursuant to the Code Section 3121(b)(7)(F), Participants who are part-time, seasonal or temporary Employees will have immediate vesting.

(If this Option F is elected, one of the other Options above must also be elected for Participants who are not part-time, seasonal or temporary Employees).

11. Participant Loans.

[ ] Participant loans shall be offered pursuant to Section 6.14 of the Plan.

[**X**] Participant loans shall not be offered.

12. Direct Transfer to Other Retirement Plan.

[**X**] Direct transfer of a Participant's accounts to another defined contribution plan sponsored by the Employer is not permitted.

[ ] The Accounts of any Participant who (i) is 100% vested in his Accounts in this Plan; (ii) has ceased to be eligible for participation in this Plan; and (iii) who becomes eligible for participation in another defined contribution retirement plan sponsored by the Employer (the "Other Retirement Plan"), shall be directly transferred to the Other Retirement Plan as soon as practicable after the Plan Administrator provides written direction to the Trustee to such effect in a form acceptable to the Trustee.

13. Valuation Date. Except with respect to any Special Valuation Date determined in accordance with Section 5.10, the Valuation Date for the Plan shall be:

[ ] Monthly: Midnight on the last work day of the calendar month.

[ ] Weekly: Midnight on the last work day of the calendar week.

[X] Daily: Beginning effective on the first date reasonably available to the Oklahoma Municipal Retirement Fund, on each business day of the Plan Year for which Plan assets are valued on an established market.

14. The Employer has consulted with and been advised by its attorney concerning the meaning of the provisions of the Plan and the effect of entry into the Plan.

IN WITNESS WHEREOF the **City of Clinton** has caused its corporate seal to be affixed hereto and this instrument to be duly executed in its name and behalf by its duly authorized officers this _____ day of _____, _____.

City of Clinton

By:_____

Attest: Title:_____

_____

Title:_____

(SEAL)

15. The foregoing Joinder Agreement is hereby approved by the Oklahoma Municipal Retirement Fund this _____ day of _____, _____.

OKLAHOMA MUNICIPAL RETIREMENT FUND

By:_____

Title:_____

Attest:

_____

Secretary

(SEAL)

Required Disclosures. This Joinder Agreement is to be used only with the Oklahoma Municipal Retirement Fund Master Defined Contribution Plan. Failure to properly complete this Joinder Agreement may result in failure of the Plan to qualify under Code Section 401(a). In accordance with IRS Rev. Proc. 2011-49, the Volume Submitter Practitioner who has obtained Internal Revenue Service approval of the Oklahoma Municipal Retirement Fund Master Defined Contribution Plan has authority under the Plan document to amend the Plan on behalf of adopting employers for certain changes in the Code, regulations, revenue rulings, other statements published by the Internal Revenue Service, including model, sample or other required good faith amendments. The Volume Submitter Practitioner will inform adopting employers of any such amendments or of the discontinuance or abandonment of the volume submitter plan document. The name, address and telephone number of the Volume Submitter Practitioner are: McAfee & Taft A Professional Corporation, 211 N. Robinson, Oklahoma City, OK 73102, telephone (405) 552-2231. Any inquiries by the adopting employer regarding the adoption of the Plan, the meaning of Plan provisions, or the effect of the Internal Revenue Service advisory letter on the volume submitter plan may be directed to the Volume Submitter Practitioner.

ORDINANCE NO. 959

AN ORDINANCE AMENDING THE EMPLOYEE RETIREMENT SYSTEM, DEFINED CONTRIBUTION PLAN FOR THE CITY OF CLINTON, OKLAHOMA BY ADOPTING A REVISED AND RESTATED RETIREMENT PLAN; PROVIDING RETIREMENT BENEFITS FOR ELIGIBLE EMPLOYEES OF THE CITY OF CLINTON, OKLAHOMA; PROVIDING FOR PURPOSE AND ORGANIZATION; PROVIDING FOR DEFINITIONS; PROVIDING FOR ELIGIBILITY AND PARTICIPATION; PROVIDING FOR NON-ALIENATION OF BENEFITS; LOSS OF BENEFITS FOR CAUSE AND LIMITATIONS OF BENEFITS; PROVIDING FOR EMPLOYER AND EMPLOYEE CONTRIBUTIONS; PROVIDING FOR ACCOUNTING, ALLOCATION, AND VALUATION; PROVIDING BENEFITS; PROVIDING FOR REQUIRED NOTICE; PROVIDING FOR AMENDMENTS AND TERMINATION; PROVIDING FOR TRANSFER TO AND FROM OTHER PLANS; CREATING A RETIREMENT COMMITTEE AND PROVIDING FOR POWERS, DUTIES, AND RIGHTS OF RETIREMENT COMMITTEE; PROVIDING FOR PAYMENT OF CERTAIN OBLIGATIONS; PROVIDING FOR DURATION AND PAYMENT OF EXPENSES; PROVIDING FOR EFFECTIVE DATE; PROVIDING FOR VESTING SCHEDULES; PROVIDING FOR A FUND TO FINANCE THE SYSTEM TO BE POOLED WITH OTHER INCORPORATED CITIES, TOWNS AND THEIR AGENCIES AND INSTRUMENTALITIES FOR PURPOSES OF ADMINISTRATION, MANAGEMENT, AND INVESTMENT AS PART OF THE OKLAHOMA MUNICIPAL RETIREMENT FUND; PROVIDING FOR PAYMENT OF ALL CONTRIBUTIONS UNDER THE SYSTEM TO THE OKLAHOMA MUNICIPAL RETIREMENT FUND FOR MANAGEMENT AND INVESTMENT; PROVIDING FOR REPEALER AND SEVERABILITY; ADOPTING THOSE AMENDMENTS MANDATED BY THE INTERNAL REVENUE CODE.

BE IT ORDAINED BY THE CITY COUNCIL OF CLINTON, OKLAHOMA:

Section 1. That pursuant to the authority conferred by the laws of the State of Oklahoma, and for the purpose of encouraging continuity and meritorious service on the part of City employees and thereby promote public efficiency, there is hereby authorized created, established, and approved and adopted, effective as of **October 1, 2015,** the amended and restated Plan designated "Employee Retirement System of the City of Clinton, Oklahoma, Defined Contribution Plan," (hereinafter called System), an executed counterpart of which is marked Exhibit "A" (Joinder Agreement) and Exhibit "B" (amended and restated plan) and attached hereto as part hereof.

Section 2. FUND. A fund is hereby provided for the exclusive use and benefit of the persons entitled to benefits under the System. All contributions to such fund shall be paid over to and received in trust for such purpose by the City. Such Fund shall be pooled for purposes of management and investment with similar funds of other incorporated cities, towns, and municipal trusts in the State of Oklahoma as a part of the Oklahoma Municipal Retirement Fund in accordance with the trust agreement of the Oklahoma Municipal Retirement Fund, a public trust. The City shall hold such contributions in the form received, and from time to time pay over and transfer the same to the Oklahoma Municipal Retirement Fund, as duly authorized and directed by the Board of Trustees. The Fund shall be nonfiscal and shall not be considered in computing any levy when the annual estimate is made to the County Excise Board.

Section 3. APPROPRIATIONS. The City of Clinton, Oklahoma, is hereby authorized to incur the necessary expenses for the establishment, operation, and administration of the System, and to appropriate and pay the same. In addition, the City of Clinton, Oklahoma, is hereby authorized to appropriate annually such amounts as are required in addition to employee contributions to maintain the System and the Fund in accordance with the provisions of the Defined Contribution Plan. Any appropriation so made to maintain the System and Fund shall be for deferred wages or salaries, and for the payment of necessary expenses of operation and administration to be transferred to the trustees of the Oklahoma Municipal Retirement Fund for such purposes and shall be paid into the Fund when available, to be duly transferred to the Oklahoma Municipal Retirement Fund.

Section 4. EXECUTION. The Mayor and City Clerk be and they are each hereby authorized and directed to execute (in counterparts, each of which shall constitute an original) the System instrument, and to do all other acts and things necessary, advisable, and proper to put said System and related trust into full force and effect, and to make such changes therein as may be necessary to qualify the same under Sections 401(a) and 501(a) of the Internal Revenue Code of the United States. The counterpart attached hereto as Exhibit "A" and Exhibit "B", which has been duly executed as aforesaid simultaneously with the passage of this Ordinance and made a part hereof, is hereby ratified and confirmed in all respects.

This Committee is hereby authorized and directed to proceed immediately on behalf of the City of Clinton, Oklahoma, to pool and combine the Fund into the Oklahoma Municipal Retirement Fund as a part thereof, with similar funds of such other cities and towns, for purposes of pooled management and investment.

Section 5. REPEALER. Any Ordinance inconsistent with the terms and provisions of this Ordinance is hereby repealed, provided, however, that such repeal shall be only to the extent of such inconsistency and in all other respects this Ordinance shall be cumulative of other ordinances regulating and governing the subject matter covered by this Ordinance.

Section 6. SEVERABILITY. If, regardless of cause, any section, subsection, paragraph, sentence or clause of this Ordinance, including the System as set forth in Exhibit "A" and Exhibit "B", is held invalid or to be unconstitutional, the remaining sections, subsections, paragraphs, sentences, or clauses shall continue in full force and effect and shall be construed thereafter as being the entire provisions of this Ordinance.

*****END*****

The undersigned hereby certifies that the foregoing Ordinance was introduced before the City Council of the City of Clinton on the _____ day of _____, 20_____, and was duly adopted and approved by the Mayor and City Council, on the _____ day of _____, 20_____, after compliance with notice requirements of the Open Meeting Law (25 OSA, Sections 301, et. seq.).

City of Clinton

By _____
Mayor

ATTEST:

_____
Clerk

Approved as to form and legality on _____ , _____ .

_____
ATTORNEY

OKLAHOMA MUNICIPAL RETIREMENT FUND
MASTER DEFINED CONTRIBUTION PLAN
JOINDER AGREEMENT

City of Clinton, a city, town, agency, instrumentality, or public trust located in the State of Oklahoma, with its principal office at Clinton, hereby establishes a Defined Contribution Plan to be known as **City of Clinton Plan** (the "Plan") in the form of the Oklahoma Municipal Retirement Fund Master Defined Contribution Plan.

Except as otherwise provided herein, the definitions in Article II of the Plan apply.

1. **Dates.**
   - [ ] This instrument is a new Plan effective ___ (date may not be prior to Plan Year of the date of execution).
   - [X] This instrument is an amendment, restatement and continuation of the Previous Plan, which was originally effective October 1, 1991. The effective date of this Joinder Agreement is **October 1, 2015** (date may not be prior to Plan Year of the date of execution), except as otherwise stated in the Plan and the Joinder Agreement
2. **Employee.**

   The word "Employee" shall mean:
   - [X] Any person, other than a Leased Employee, who, on or after the Effective Date, is considered to be a regular full-time employee in accordance with the Employer's standard personnel policies and practices, and is receiving remuneration for such services rendered to the Employer (including any elected official and any appointed officer or employee of any department of the Employer, whether governmental or proprietary in nature), including persons on Authorized Leave of Absence. Employees shall not include independent contractors. Elected members of the City Council shall not be considered to be Employees solely by reason of their holding such office.
   - [ ] Any person, other than a Leased Employee, who, on or after the Effective Date, is considered to be a regular employee in accordance with the Employer's standard personnel policies and practices (including part-time, seasonal and temporary employees), and is receiving remuneration for such services rendered to the Employer (including any elected official and any appointed officer or employee of any department of the Employer, whether governmental or proprietary in nature), including persons on Authorized Leave of Absence. Employees shall not include independent contractors. Elected members of the City Council shall not be considered to be Employees solely by reason of their holding such office.
   - [ ] Any person who, [ ] on or after the Effective Date, [ ] as of , holds the position of:
     - [ ] City Manager, City or Town Administrator, President, Chief Executive Officer, General Manager, or District Manager, as applicable.
     - [ ] Assistant City Manager [ ] Chief of Police [ ] Fire Chief
     - [ ] Department Head or Department Manager
     - [ ] Finance Director or Chief Financial Officer
     - [ ] General Counsel or Municipal Attorney [ ] Municipal Judge
     - [ ] (specify position)

   The word "Employee" shall not include:
   - [X] Any person who is currently accruing benefits under any other state or local retirement system.
   - [X] Any person in the following position and who is covered under another retirement program or system approved by the City:
     - [X] City Manager, City or Town Administrator, President, Chief Executive Officer, General Manager, or District Manager, as applicable.
     - [ ] Assistant City Manager [ ] Chief of Police [ ] Fire Chief
     - [ ] Department Head or Department Manager
     - [ ] Finance Director or Chief Financial Officer
     - [ ] General Counsel or Municipal Attorney [ ] Municipal Judge
     - [ ] (specify position)
   - [ ] Any person who .

3. Entry Date.

Eligible Employees shall commence participation in the Plan: (Select only one)

[ ] months (any number of months up to twelve) after the later of the Employee's Employment Commencement Date or the date the definition of Employee in Section 2 hereof was met, provided that the individual has met the definition of Employee in Section 2 hereof throughout such period.

[**X**] **On the Employee's Employment Commencement Date.** (If the Employer has opted out of Old Age and Disability Insurance (OADI), this option must be elected).

13. Definition of Compensation.

Compensation shall exclude the item(s) listed below:

[ ] No exclusions.
[ ] Overtime pay.
[ ] Bonuses.
[ ] Commissions.
[ ] Longevity Pay.
[**X**] Severance pay.
[ ] Fringe benefits, expense reimbursements, deferred compensation and welfare benefits.
[ ] Accrued vacation or sick leave paid upon termination of employment and moving expenses.
[ ] Other:

5. Plan Design.

The Employer hereby elects the following Plan design:

[ ] Pick-up Option. Each Employee shall be required to contribute to the Plan __% of his or her Compensation. These contributions shall be picked up and assumed by the Employer and paid to the Fund in lieu of contributions by the Participant. No Participant shall have the option of receiving the contributed amounts directly as Compensation.

[ ] Thrift Plan Option.

[ ] A Participant may elect to contribute to the Plan for each Valuation Period an amount which is at least 1%, but no more than __% of his Compensation ("Mandatory Contributions"). Mandatory Contributions shall be made by payroll deductions. A Participant shall authorize such deductions in writing on forms approved by, and filed with the Committee.

[ ] The Employer shall contribute to the Fund an amount equal to __% of the total Mandatory Contributions contributed by Participants.

The Employer contribution shall be allocated in the proportion which the Mandatory Contributions of each such Participant for such Valuation Period bear to the total Mandatory Contributions contributed by all such Participants for such Valuation Period. Forfeitures attributable to Employer contributions under the Thrift Plan Option of this Section 5 shall be used to reduce Employer contributions under such Option.

[ ] Fixed Option. The Employer shall contribute to the Fund an amount equal to __% of the total covered Compensation of all Participants for the Valuation Period. The Employer contribution shall be allocated in the proportion which the Compensation of each such Participant for such Valuation Period bears to the Compensation paid to all such Participants for such Valuation Period.

[**X**] Variable Option.

[**X**] The Employer intends to make a contribution to the Plan for the benefit of the Participants for each Valuation Period. The contribution may be varied from year to year by the Employer. (Select one option below)

[ ] Option A: The Employer contribution shall be allocated in the proportion that each such Participant's total points awarded bear to the total points awarded to all Participants with respect to such year. A Participant shall be awarded one point for each Year of Service.

[**X**] Option B: The Employer contribution shall be allocated in the proportion which the Compensation of each such Participant for such Valuation Period bears to the Compensation paid to all such Participants for such Valuation Period.

[ ] Option C: A combination of Options A and B in the following ratios: ___% for Option A, and ____% for Option B.

[ ] 401(k) Option.
(This Option available only if elected prior to May 1, 1986)

[ ] Participant Deferral Elections shall be allowed under the provisions of Section 4.8 of the Plan. Participants shall be allowed to defer no more than % of their Compensation for each election period.

[ ] Section 4.8(d) of the Plan ("Roth Elective Deferrals") shall apply to contributions after ____ (enter a date later than January 1, 2006, but not earlier than the date the Roth option was initially adopted), and the Plan will accept a direct rollover from another Roth elective deferral account under an applicable retirement plan as described in Code Section 402A(e)(1).

[ ] Matching Contribution Option. The Employer shall contribute to the Fund an amount equal to ____% of the Participant's contributions under the Employer's Section 457(b) Deferred Compensation Plan. The Employer matching contribution shall be limited to ___% of the Participant's Compensation. Forfeitures attributable to Employer matching contributions under this Matching Contribution Option of Section 5 shall be used to reduce Employer matching contributions under such Option.

[ ] No Employer Contribution Option.

6. Other Participant Contribution Options.

[**X**] Voluntary Nondeductible Contributions by Participants shall be allowed under the provisions of Section 4.4 of the Plan.

[ ] A Participant may not withdraw Voluntary Nondeductible Contributions.

[ ] Participants shall not contribute to the Plan.

7. Self-Directed Investments.

[**X**] Are permitted.

[ ] Are not permitted.

8. Allocation of Forfeitures Available.

Forfeitures of Employer contributions attributable to the Fixed Option or Variable Option under Section 5 hereof:

[**X**] Shall be added to Employer contribution under such Option.

[ ] Shall reduce the Employer contribution under such Option.

9. Service for Worker's Compensation Period.

If a Participant is on an Authorized Leave of Absence and is receiving worker's compensation during such Authorized Leave of Absence, such Participant

[**X**] shall be credited with Service for such period for purposes of vesting only and not for purposes of allocations of Employer Contributions.

[ ] shall not be credited with Service for such period.

10. Vesting.

For purposes of vesting under Section 6.4 of the Plan, the Employer hereby elects the following Option:

[ ] Option A

Years of Service	Vested Percentage	Forfeited Percentage
less than 1	0%	100%
at least 1 but less than 2	10%	90%
at least 2 but less than 3	20%	80%
at least 3 but less than 4	30%	70%
at least 4 but less than 5	40%	60%
at least 5 but less than 6	50%	50%
at least 6 but less than 7	60%	40%
at least 7 but less than 8	70%	30%
at least 8 but less than 9	80%	20%
at least 9 but less than 10	90%	10%
10 or more	100%	0%

[ ] Option B

Years of Service	Vested Percentage	Forfeited Percentage
Less than 3	0%	100%
at least 3 but less than 4	20%	80%
at least 4 but less than 5	40%	60%
at least 5 but less than 6	60%	40%
at least 6 but less than 7	80%	20%
7 or more	100%	0%

[X] Option C

Years of Service	Vested Percentage	Forfeited Percentage
less than 5	0%	100%
at least 5 but less than 6	50%	50%
at least 6 but less than 7	60%	40%
at least 7 but less than 8	70%	30%
at least 8 but less than 9	80%	20%
at least 9 but less than 10	90%	10%
10 or more	100%	0%

[ ] Option D

Years of Service	Vested Percentage	Forfeited Percentage
Immediate 100% Vesting	100%	0%

[ ] Option E

The Schedule indicated below (the sum of the Vested Percentage and Forfeited Percentage at each Year of Service must equal 100%) the vesting schedule must be at least as favorable as one of the safe harbor pre-ERISA schedules. The safe harbor vesting schedules are:

bb. 15-year cliff vesting schedule: The plan provides that a participant is fully vested after 15 years of creditable service (service can be based on years of employment, years of participation, or other creditable years of service).

cc. 20-year graded vesting schedule: The plan provides that a participant is fully vested based on a graded vesting schedule of 5 to 20 years of creditable service (service can be based on years of employment, years of participation, or other creditable years of service).

dd. 20-year cliff vesting schedule for qualified public safety employees: The plan provides that a participant is fully vested after 20 years of creditable service (service can be based on years of employment, years of participation, or other creditable years of service). This safe harbor would be available only with respect to the vesting schedule applicable to a group in which substantially all of the participants are qualified public safety employees (within the meaning of Section 72(t)(10)(B)).

Years of Service	Vested Percentage	Forfeited Percentage
less than 1		%
at least 1 but less than 2	%	%
at least 2 but less than 3	%	%
at least 3 but less than 4	%	%
at least 4 but less than 5	%	%
at least 5 but less than 6	%	%
at least 6 but less than 7	%	%
at least 7 but less than 8	%	%
at least 8 but less than 9	%	%
at least 9 but less than 10	%	%
10 or more	%	%

[ ] Option F

To comply with the Internal Revenue Service Regulations promulgated pursuant to the Code Section 3121(b)(7)(F), Participants who are part-time, seasonal or temporary Employees will have immediate vesting.

(If this Option F is elected, one of the other Options above must also be elected for Participants who are not part-time, seasonal or temporary Employees).

11. Participant Loans.

[ ] Participant loans shall be offered pursuant to Section 6.14 of the Plan.

[**X**] Participant loans shall not be offered.

12. Direct Transfer to Other Retirement Plan.

[**X**] Direct transfer of a Participant's accounts to another defined contribution plan sponsored by the Employer is not permitted.

[ ] The Accounts of any Participant who (i) is 100% vested in his Accounts in this Plan; (ii) has ceased to be eligible for participation in this Plan; and (iii) who becomes eligible for participation in another defined contribution retirement plan sponsored by the Employer (the "Other Retirement Plan"), shall be directly transferred to the Other Retirement Plan as soon as practicable after the Plan Administrator provides written direction to the Trustee to such effect in a form acceptable to the Trustee.

13. Valuation Date. Except with respect to any Special Valuation Date determined in accordance with Section 5.10, the Valuation Date for the Plan shall be:

[ ] Monthly: Midnight on the last work day of the calendar month.

[ ] Weekly: Midnight on the last work day of the calendar week.

[**X**] **Daily: Beginning effective on the first date reasonably available to the Oklahoma Municipal Retirement Fund, on each business day of the Plan Year for which Plan assets are valued on an established market.**

14. The Employer has consulted with and been advised by its attorney concerning the meaning of the provisions of the Plan and the effect of entry into the Plan.

IN WITNESS WHEREOF the **City of Clinton** has caused its corporate seal to be affixed hereto and this instrument to be duly executed in its name and behalf by its duly authorized officers this _____ day of _____, _____.

City of Clinton

By:_____

Attest: Title:_____

_____

Title:_____

(SEAL)

15. The foregoing Joinder Agreement is hereby approved by the Oklahoma Municipal Retirement Fund this _____ day of _____, _____.

OKLAHOMA MUNICIPAL RETIREMENT FUND

By:_____

Title:_____

Attest:

_____

Secretary

(SEAL)

Required Disclosures. This Joinder Agreement is to be used only with the Oklahoma Municipal Retirement Fund Master Defined Contribution Plan. Failure to properly complete this Joinder Agreement may result in failure of the Plan to qualify under Code Section 401(a). In accordance with IRS Rev. Proc. 2011-49, the Volume Submitter Practitioner who has obtained Internal Revenue Service approval of the Oklahoma Municipal Retirement Fund Master Defined Contribution Plan has authority under the Plan document to amend the Plan on behalf of adopting employers for certain changes in the Code, regulations, revenue rulings, other statements published by the Internal Revenue Service, including model, sample or other required good faith amendments. The Volume Submitter Practitioner will inform adopting employers of any such amendments or of the discontinuance or abandonment of the volume submitter plan document. The name, address and telephone number of the Volume Submitter Practitioner are: McAfee & Taft A Professional Corporation, 211 N. Robinson, Oklahoma City, OK 73102, telephone (405) 552-2231. Any inquiries by the adopting employer regarding the adoption of the Plan, the meaning of Plan provisions, or the effect of the Internal Revenue Service advisory letter on the volume submitter plan may be directed to the Volume Submitter Practitioner.

Clinton
Hub City of Western Oklahoma

Agenda Commentary

Item Title/ Subject: Planning and Zoning Board and Board of Adjustment

Staff Source: Lisa Anders, City Clerk

History/Background Information: City Code establishes the Planning and Zoning Board and the Board of Adjustments to consist of five board members and two of those members serve on both boards.

Item/Subject Summary: Corky Heard has served on both boards for a number of years and his three year-terms are expiring June 30, 2015.

Price/Cost:

Recommendation: appointment of member to serve on boards

GENERAL FUND TRANSFERS FY 2014-15

	IN +	OUT (-)	
ADMINISTRATION			
100-40100-2640 CONTINGENCY		(20,000)	
FIRE ADMINISTRATION			
100-40601-1010 SALARIES & WAGES		(14,000)	
FIRE PROTECTION			
100-40606-1025 OVERTIME PAY	12,000		
EMERGENCY MGMT			
100-40607-2456 STORM SIREN MAINT	2,000		
SWIMMING POOL			
100-41109-2130 FACILITIES REPAIR & MAINT	20,000		
TOTAL TRANSFERS	34,000	(34,000)	0

Debra Blanchard 6-16-15

CITY MANAGER OR CITY TREASURER DATE

CAP IMPR FUND TRANSFERS FY 2014-2015

	IN +	OUT (-)
430-40000-2640 Contingencies		(38,000)
430-40200-3025 Vehicles		(3,000)
430-40503-3025 Vehicles		(30,000)
430-41109-3030 Swimming Pool - Other Equip	10,000	
430-41208-3037 Street Dept - I40 Gary Blvd Proj	61,000	

TOTAL TRANSFERS 71,000 (71,000) 0

Debra Blanchard 6-16-15

CITY MANAGER OR CITY TREASURER DATE

RESOLUTION # 853

WHEREAS, City of Clinton organized under the laws of the State of Oklahoma (the "Customer") desires to obtain financial accommodations from JPMorgan Chase Bank, N.A. (the "Bank") pursuant to the use of a number of commercial card account numbers, the related accounts and cards bearing such account numbers (collectively, the "Cards"); and

WHEREAS, this Customer intends to authorize its employees and agents to use such Cards for and in connection with corporate business on behalf of this Customer; and

WHEREAS, the Bank will not issue such Cards unless the Customer agrees to obligate itself for the prompt payment of credit extended pursuant to the use of such Cards, including credit extended pursuant to the use of a credit card for either purchases or cash advance transactions, whether such use or indebtedness was authorized or unauthorized by the Customer.

NOW, THEREFORE, be it resolved that the Customer shall apply to the Bank for the issuance of Cards in the names of such employees and agents of the Customer as may be designated to the Bank;

BE IT FURTHER RESOLVED that the Mayor or City Manager of this Customer, any one of them acting singly, is hereby authorized, directed and empowered, in the name of the Customer, to execute a Commercial Card Agreement in the form approved by such individual and take such actions as are contemplated thereby and further confirm any such action which may have been taken prior to the date hereof;

BE IT FURTHER RESOLVED that the Bank is authorized to act upon these resolutions until written notice of their revocation is delivered to Bank.

The undersigned certifies that: I am an official of, and authorized to certify on behalf of, the above named organization, which is duly organized and existing under the laws of the State indicated, ("Organization); the preceding is a complete, true and correct copy of certain resolutions of the Organization, which resolutions were duly adopted and are in conformity with the laws of the State where organized and the organizational documents ("Resolutions"); and the Resolutions have not been rescinded or modified and are in full force and effect on the date hereof. I further that the specimen signatures appearing below are the signatures of the individuals authorized to sign for this Customer by virtue of these resolutions.

Specimen Signature	Name (Print)	Title
_____	Seth Adams	Mayor
_____	Mark Skiles	City Manager

PASSED AND APPROVED by the City of Clinton City Council on this ___ day of _____, 2015.

BY: _____
Seth Adams
Mayor

ATTEST:

_____
Lisa Anders
City Clerk

OKLAHOMA PURCHASING CARD AGREEMENT
PARTICIPATION AGREEMENT | JPMORGAN CHASE BANK.NA./CHASE BANK USA, N.A.

THIS PARTICIPATION AGREEMENT (the "Participation Agreement") is made and effective this _____ day of _____, 20__ ("Effective Date"), by and between the City of Clinton (the "Participant") and JPMorgan Chase Bank, N.A. or Chase Bank, N.A., as may be determined from time to time, (the "Bank") a national banking association.

WITNESSETH:

WHEREAS, pursuant to that certain Commercial Card Agreement dated as of September 15, 2010 (as amended, supplemented, restated or replaced from time to time, the "Commercial Card Agreement") between Independent School District Number 1 of Tulsa County (the "Client") and the Bank, the Bank has agreed to provide commercial card services to the Client (the "Program") on the terms and conditions of the Commercial Card Agreement, attached hereto and incorporated herein as Exhibit I; and

WHEREAS, the Participant desires to participate in the Program, subject to the terms and conditions of the Commercial Card Agreement;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual agreements, provisions and covenants contained herein, the parties agree as follows:

1. **Definitions.** Except as otherwise provided herein, all capitalized terms used herein and not otherwise defined and which are defined in the Commercial Card Agreement shall be used herein as so defined in the Commercial Card Agreement.

2. **Mutual Obligations.** By their execution of this Participation Agreement, the Participant and Bank hereby agree to be bound by all the terms and conditions of the Commercial Card Agreement attached hereto as Exhibit I. This Participation Agreement shall remain in effect according to its terms without regard to the continued existence or enforceability of the Commercial Card Agreement with respect to the original parties thereto. All references to "Client" in the Commercial Card Agreement shall be deemed to constitute references to the Participant hereunder.

   Without limiting the generality of the foregoing, the Participant further agrees that it shall be responsible only for transactions and for fees, charges and other amounts due under the Commercial Card Agreement related to the use of Accounts of the Participant pursuant to the Commercial Card Agreement and that the Client shall not be liable for any such transactions and for any such fees, charges and other amounts.

3. **Term and Termination.** Notwithstanding the provisions of the Commercial Card Agreement, the term of this Participation Agreement shall have an initial term of four (4) years from the Effective Date unless otherwise earlier terminated as set forth herein or in the terms of the Commercial Card Agreement. Thereafter this Participation Agreement shall automatically renew for two (2) two-year terms upon the anniversary of the effective date unless earlier terminated as set forth herein or in the Commercial Card Agreement. In the event the Commercial Card Agreement terminates then this Participation Agreement shall terminate unless otherwise agreed to by the parties.

4. **Notices.** Notwithstanding the provisions of the Commercial Card Agreement, all notices and other communications required or permitted to be given under this Participation Agreement shall be in writing and shall be effective on the date on which such notice is actually received by the party to which addressed. All notices shall be sent to the address set forth below or such other address as specified in a written form from one party to the other.

To the Bank:	JPMorgan Chase Bank, N.A. 10 South Dearborn, Floor 34 IL1-0032 Chicago, IL, 60603-2300 Attn: Contracts Manager
To the Participant	City of Clinton 415 Gary Blvd Clinton, OK 73601 Attn: Debra Blanchard

5. **Rebates.**

   A. Except as otherwise provided herein, the Participant may earn an incentive pursuant to the terms and conditions of the Commercial Card Agreement. Settlement Terms for the Participant are 30 and 14.

   B. **Single Use Incentive Adjustment for Smartdata Solution, if applicable.** Notwithstanding the provisions of the Commercial Card Agreement, the rebate payment for the Participant's Single Use Account program will be calculated as the incentive rate minus 0.30% times the Participant's annual Single Use Charge Volume if the Participant's annual Single Use Account Charge Volume is greater than $2,000,000 and less than $10,000,000. There will be no reduction in the

incentive rate if annual Single Use Charge Volume is $10,000,000 or greater. No rebate will be paid on Single Use Account Charge Volume less than $2,000,000.

6. **Miscellaneous.** This Participation Agreement shall be governed by and construed in accordance with the substantive laws of the State of Oklahoma, and as applicable, federal law. The headings, captions, and arrangements used in this Participation Agreement are for convenience only and shall not affect the interpretation of this Participation Agreement. This Participation Agreement may be executed in any number of counterparts, all of which, when taken together shall constitute one and the same document, and each party hereto may execute this Participation Agreement by signing any of such counterparts.

IN WITNESS WHEREOF, the parties have caused this Participation Agreement to be duly executed as of the date first written above.

BANK:

By: _____

Name: _____

Title _____

PARTICIPANT:

By: _____

Name: _____

Title: _____

Participant Attestation:
The undersigned, a duly authorized officer or representative of Participant, does hereby certify that Participant has been duly authorized to enter into and perform this Participation Agreement and that the person signing above on behalf of the Participant, whose execution of this Participation Agreement was witnessed by the undersigned, is an officer, partner, member or other representative of Participant possessing authority to execute this Participation Agreement.

By: _____

Name: _____

Title _____

*Note: The person signing the attestation shall be someone different from the person signing above on behalf of the Participant.

ORDINANCE No. 960

AN ORDINANCE REPEALING AND REPLACING SECTIONS 3-1-1 and 3-1-2 OF THE CITY OF CLINTON CODE, AND APPROVING REVISED SECTIONS 3-1-1 and 3-1-2, and ADDING SECTIONS 3-1-4, 3-1-5, 3-1-6, 3-1-7 and 3-1-8 PROVIDING FOR PROCESSING METHODS AND INTERNAL CONTROLS OVER MUNICIPAL PURCHASES AND CASH DISBURSEMENTS.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CLINTON, OKLAHOMA.

I. Section 3-1-1 and Section 3-1-2 of the Clinton City Code are hereby Repealed from the City Code of the City of Clinton, Oklahoma.

II. Sections 3-1-1 and 3-1-2 of the Clinton Code, are hereby Revised and Replaced to read as follows and Section 3-1-4, 3-1-5, 3-1-6, 3-1-7 and 3-1-8 are created to read as follows:

Section 3-1-1: Competitive Bidding

(a) The City shall adhere to the provisions of Oklahoma Statutes (2001), Title 61, Sections 101 et seq. when determining when competitive bidding is required and the manner in which competitive bids will be obtained.

(b) In addition to the requirements of (a) above, public trusts created pursuant to O.S. Title 60, Section 176, of which the City is beneficiary, shall also follow the competitive bidding provisions of Section 176(g) of Title 60.

Exceptions from the requirement of competitive bidding are the purchases of or contracts for:

(1) Supplies, materials, equipment or contractual services whose cost in a single transaction does not exceed the minimum amount defined in the "Public Competitive Bidding Act of 1974" as set forth in 61 O.S.Section 102.

(2) Supplies, materials, equipment or contractual services which can be furnished only by a single dealer, or which have a uniform price wherever bought;

(3) Supplies, materials, equipment or contractual services purchased from another unit of government at a price deemed below that obtainable from private dealers, including government surplus;

(4) Equipment to replace existing equipment which has become inoperable when the council declares the purchase an emergency;

(5) Contractual services, including, but not limited to, natural gas, electricity, telephone service, purchased from a public utility at a price or rate determined by the state corporation commission or other governmental authority;

(6) Supplies, materials, equipment or contractual services when purchased at a price not exceeding a price set therefor by the state purchasing agency or any other state agency hereafter authorized to regulate prices for things purchased by the state, whether such price is determined by a contract negotiated with a vendor or otherwise; and

(7) Contractual services of a professional nature, such as engineering, architectural and medical services unless competitive bidding is required by applicable law or regulation.

Section 3-1-2: Purchases of Goods, Services and Capital

(a) The City Manager shall designate certain individuals as purchasing officers empowered to purchase or contract against budget appropriations. Only these designated individuals will be empowered to obligate the City.

(b) For all purchases of goods, services or capital (all purchases or disbursements other than payroll and debt service) for which the obligation and final invoice for the payment of the obligation does not occur within the same month, purchase orders or contracts shall be prepared and approved, in writing, by a designated purchasing officer prior to the time the purchase commitment is made. The approved purchase order or contract shall be forwarded to an officer or employee charged with keeping the appropriation and expenditure records (encumbering clerk) who shall determine that there exists available unencumbered appropriation for that purpose. Upon such determination, the encumbering clerk shall attest to that fact in writing. If appropriation is not available for the proposed purchase or commitment, the purchase or commitment shall not proceed until budget amendments are authorized to provide sufficient appropriation.

Upon approval of the purchasing officer and encumbering clerk, an encumbrance shall be recorded in the appropriation and expenditure records in the amount or estimated amount of the commitment.

These encumbering requirements shall not apply to the following type of purchases or commitments:

- Payroll and payroll related expenses
- Debt Service payments
- Utility and telephone services by entities governed by State Corporation Commission
- Insurance contracts
- Purchases where the obligation and final invoice are processed in the same 30 day period.

(c) For all purchases or contracts for goods, services or capital over $25,000, City Council approval shall be obtained prior to the time the commitment is made, and such approval shall be recorded in the minutes of the Council. For repairs or replacement of existing equipment or capital assets that have been declared inoperable, the spending limit without prior council approval shall be less than $50,000.

(d) After satisfactory delivery of the merchandise or completion of contract provisions, an invoice or claim form shall be obtained adequately documenting request for payment. The officer or employee receiving satisfactory delivery of merchandise or contract service shall acknowledge such fact by signing the invoice, claim form, delivery ticket or receiving advice.

The invoice or claims form, along with the written acknowledgment of receipt, shall be forwarded to the officer or employee responsible for processing accounts payable who shall review the invoice for accuracy and propriety, including comparison to the authorized purchase order or contract, if applicable.

Upon completion of the accounts payable officer review, the invoices or claim forms along with the related supporting documentation shall be submitted to the City Manager for consideration and approval of payment, along with an accompanying invoice or claims listing, which shall be approved in writing City Manager. An invoice approval report or claims listing will be presented to the City Council at the next regular council meeting.

(e) Upon approval of the invoices or claims for payment by the City Manager, checks or other payment documents as authorized by State law (11 O.S., Section 17-102) shall be prepared and submitted to the City Treasurer, along with a copy of the approved invoice or claims listing.

The Treasurer shall compare the checks or other payment documents to the invoice or claims listing and verify their accuracy. Upon verification, the Treasurer and the City Clerk shall sign the checks or other documents and prepare them for distribution. In addition, the Treasurer shall prepare or caused to be prepared a check or disbursement register.

(f) The City Treasurer shall record or cause to be recorded in the appropriate journals and ledgers the purchases and cash disbursements incurred and paid.

Section 3-1-4: Debt Service

(a) All long-term indebtedness, in the form of bonds, notes or lease purchase obligations, shall only be incurred in the manner provided by law.

(b) Once lawfully incurred, payments of principal and interest on the bonds or notes and payments on the lease purchase obligations shall be paid in accordance with the terms as specified in the bond indenture, note agreement or lease purchase contract by the City Treasurer without further approval of the governing body.

(c) The manner of payment shall be consistent with the manner used for the payment of purchases of goods, services or capital as described in Section 3-1-2 (e) above.

(d) The City Treasurer shall record or cause to be recorded in the appropriate journals and ledgers the debt service payments and maintain current records of the remaining amount of indebtedness.

Section 3-1-5: Interfund Transfers

(a) All transfers of resources between funds shall only be made in accordance with the appropriations provided by the City Council for such transfers. Such appropriations shall be contained in the original or amended budget of the City.

(b) Once lawfully appropriated, interfund transfer payments may be made by the City Treasurer without further City Council approval. Such transfers, however, may not exceed the amount lawfully appropriated.

(c) The manner of payment of these interfund transfers shall be consistent with the manner used for the payment of purchases of goods, services and capital as described in Section 3-1-2(f) above.

(d) The City Treasurer shall record or cause to be recorded these interfund transfers in the appropriate journals and ledgers.

Section 3-1-6: Petty Cash

(a) As provided for in 11 O.S., Section 17-102(D) of the Oklahoma State Statutes, the City may have petty cash accounts for use in making certain small payments for costs incurred in operating the municipality.

(b) Each petty cash account established shall require City Council approval, including the amount of the petty cash imprest balance. However, in no case, should the imprest balance exceed $500.

(c) The petty cash accounts shall be reimbursed by utilizing properly itemized invoices or petty cash voucher slips and by then processing the reimbursement in the manner used for payment of purchases of goods, services and capital.

Section 3-1-7: Incurring Indebtedness

(a) As provided for in Article 10, Section 26 of the Oklahoma Constitution, the City is prohibited from becoming indebted in any manner for any purpose in an amount exceeding the amount appropriated by the City Council for such purpose, without voter approval.

Section 3-1-8: Applicability to Public Trusts

(a) For all public trusts created pursuant to 60 O.S., Sections 176-180, for which the City is beneficiary and for which the trust's governing body (Trustees) are comprised entirely of members of the City Council, the above noted requirements of Section 3-1-1 through Section 3-1-6 above, excluding Section 3-1-7 on Incurring Indebtedness, shall apply.

(b) For the purposes of the public trusts, as used above, the terms governing body shall mean board of trustees of the trust, Chief Executive Officer shall mean Trust Manager as appointed by the trustees, City Treasurer shall mean Trust Treasurer as appointed by the trustees or required by the trust indenture.

III. **WHEREAS, it being immediately necessary for the preservation of the peace, health, and safety of the City of Clinton, and the inhabitants thereof that the provisions of this ordinance be put into full force and effect, an emergency is hereby declared to exist by reason whereof this ordinance shall take effect, and be in full force from and after its passage, as provided by law.**

INTRODUCED and READ in open meeting of the City Council of the City of Clinton, Oklahoma on the _____ day of _____, 2015.

PASSED by the City Council of the City of Clinton on the _____ day of _____, 2015, with Emergency Clause approved by separate vote.

_____
Mayor

ATTEST:

_____
City Clerk

(S E A L)

APPROVED as to form and legality this _____ day of _____, 2015.

_____
City Attorney

CERTIFICATE OF NOMINATION

TO: The Honorable Doug Haught
District Judge of Custer County, Oklahoma

I, the undersigned City Clerk of the City of Clinton, Oklahoma, hereby certify that _____, _____ and _____ have been duly and properly selected by the governing body of the City of Clinton, Oklahoma, to serve as representatives of the City on the Board of Directors of Foss Reservoir Master Conservancy District for a term commencing on July 31, 2015, and ending July 31, 2019, and to serve thereafter until their successors are appointed and qualified; that _____, _____ and _____ are freeholders, who are qualified electors of the State of Oklahoma, and reside within a County in which a part of the Foss Reservoir Master Conservancy District is located; and that the governing body of the City of Clinton respectively requests their appointment as Directors representing the City of Clinton.

Dated this _____, 2015.

_____
CITY CLERK
CITY OF CLINTON, OKLAHOMA

(SEAL)

MEACHAM AND MEACHAM
A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW
801 FRISCO AVENUE
P.O. BOX 996
CLINTON, OKLAHOMA 73601

DENVER MEACHAM II

TELEPHONE 580-323-6323
FAX 580-323-1100

June 10, 2015

Mr. Mark Skiles
City Manager
P.O. Box 1177
Clinton, OK 73601

Re: Foss Reservoir Master Conservancy District

Dear Mark:

Please be advised that the terms of office of Clinton's three representatives of the Board of Directors of the Foss Reservoir Master Conservancy District have expired. Although the actual appointment to the Board is made by the District Judge of Custer County, the City of Clinton selects its three nominees.

Since the court's previous Order appointing Clinton's representatives of the Board provides that Clinton's Directors shall serve until their successors are appointed and qualified, David Berrong, Roger Snider and Dr. Bill Jackson will continue to represent Clinton until their successors are appointed. Therefore, it is necessary for the Clinton City Council to nominate three persons to serve for a new four year term. The Oklahoma law provides that only a freeholder, who is a qualified elector of the State and resides in any county in the District shall be eligible.

Enclosed herewith is a Certificate of Nomination, which should be used to nominate Clinton's representatives to the Board. The names of the three nominees should be inserted in the appropriate blanks and the Certificate should be signed and sealed by the City Clerk and returned to me in the enclosed self-addressed stamped envelope at your earliest convenience.

If you have any questions, please call me.

Sincerely Yours,

Denver Meacham II

DMII:hl

Enc.

cc: Mr. David Berrong
Mr. Roger Snider
Dr. Bill Jackson
Mr. Ronnie Thompson