PUBLIC NOTICE OF A REGULAR MEETING
OF THE AIRPORT AUTHORITY
TUESDAY, DECEMBER 15, 2015 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Source listing: 12/15/15 Meetings
Original source: https://agendas.clintonok.gov/archive/2015/121515/launch.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2015/121515/multi.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2015/121515/publicwork.htm

1. Call to Order

2. Opening Prayer/Pledge Chris Fields, First Baptist Church

3. Consent Agenda

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

4. Action Items:

    A. Presentation and Consideration of 2014-2015 Audit

5. Trustee Report

6. City Manager's Report

7. Audience Participation

8. Adjournment

Filed this11 th Day of December, 2015. Posted on the bulletin board in the lobby of the Clinton City Hall on December 11, 2015 at 3:30 p.m.

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Not recorded

AA120115

MINUTES OF AIRPORT AUTHORITY MEETING
DECEMBER 1, 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, December 1, 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 November 25, 2015.

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

MAYOR: Seth Adams
COUNCIL: Don Rodolph, Jason Hulin, Chuy Rosales
ABSENT: Lucas Martinez
CITY MANAGER: Mark Skiles
CITY CLERK: Lisa Anders
CITY TREASURER: Debra Blanchard
DEPUTY CLERK: Shona Stermer
CITY ATTORNEY: Ryan Meacham
NEWS MEDIA: Gerald Green
OTHERS: Gene McCullough, Donald Webb, David Crabtree, Jeremy Brush, Kris Wermy, Danny Cox, Amber Cox and others.

Gerald Green opened the meeting with prayer and Trustee Chuy Rosales led the Pledge of Allegiance

AGENDA ITEM NO. 3: CONSENT AGENDA

A. Minutes of Regular Meeting of November 3, 2015
B. Consider claims

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

Chairman put the motion to a roll call vote:

Aye: Hulin, Rodolph, Rosales, 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 Rosales to adjourn the meeting.

Chairman put the motion to a roll call vote:

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

Chairman declared the meeting adjourned at 5:34 p. m.

PUBLIC NOTICE OF A REGULAR MEETING
OF THE INDUSTRIAL AUTHORITY
TUESDAY, DECEMBER 15, 2015 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Source listing: 12/15/15 Meetings
Original source: https://agendas.clintonok.gov/archive/2015/121515/launch.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2015/121515/multi.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2015/121515/publicwork.htm

1. Call to Order

2. Opening Prayer/Pledge Chris Fields, First Baptist Church

3. Consent Agenda

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

4. Action Items:

    A. Presentation and Consideration of 2014-2015 Audit

5. Trustee Report

6. City Manager's Report

7. Audience Participation

8. Adjournment

Filed this11 th Day of December, 2015. Posted on the bulletin board in the lobby of the Clinton City Hall on December 11, 2015 at 3:30 p.m.

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Not recorded

MINUTES OF INDUSTRIAL AUTHORITY MEETING
DECEMBER 1, 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, December 1, 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 November 25, 2015.

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

MAYOR: Seth Adams
TRUSTEES: Don Rodolph, Jason Hulin, Chuy Rosales
ABSENT: Lucas Martinez
CITY MANAGER: Mark Skiles
CITY CLERK: Lisa Anders
CITY TREASURER: Debra Blanchard
DEPUTY CLERK: Shona Stermer
CITY ATTORNEY: Ryan Meacham
NEWS MEDIA: Gerald Green
OTHERS: Donald Webb, Gene McCullough, David Crabtree, Jeromy Brush, Kris Wermy, Danny Cox, Amber Cox and others.

Gerald Green opened the meeting with prayer and Trustee Chuy Rosales led the Pledge of Allegiance.

AGENDA ITEM NO. 3: CONSENT AGENDA

A. Minutes of Regular Meeting of November 17, 2015
B. Consider Claims

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

Chairman put the motion to a roll call vote:

Aye: Hulin, Rodolph, Rosales, 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 Rosales to adjourn the meeting.

Chairman put the motion to a roll call vote:

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

Chairman declared the meeting adjourned at 5:37pm.

PUBLIC NOTICE OF A REGULAR MEETING
OF THE RECREATIONAL AUTHORITY
TUESDAY, DECEMBER 15, 2015 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Source listing: 12/15/15 Meetings
Original source: https://agendas.clintonok.gov/archive/2015/121515/launch.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2015/121515/multi.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2015/121515/publicwork.htm

1. Call to Order

2. Opening Prayer/Pledge Chris Fields, First Baptist Church

3. Consent Agenda

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

4. Action Items:

    A. Presentation and Consideration of 2014-2015 Audit

5. Trustee Report

6. City Manager's Report

7. Audience Participation

8. Adjournment

Filed this11 th Day of December, 2015. Posted on the bulletin board in the lobby of the Clinton City Hall on December 11, 2015 at 3:30 p.m.

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Not recorded

MINUTES OF RECREATIONAL AUTHORITY MEETING
DECEMBER 1, 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, December 1, 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 November 25, 2015.

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

MAYOR: Seth Adams
COUNCIL: Don Rodolph, Jason Hulin, Chuy Rosales
ABSENT: Lucas Martinez
CITY MANAGER: Mark Skiles
CITY CLERK: Lisa Anders
CITY TREASURER: Debra Blanchard
DEPUTY CLERK: Shona Stermer
CITY ATTORNEY: Ryan Meacham
NEWS MEDIA: Gerald Green
OTHERS: Donald Webb, Gene McCullough, David Crabtree, Jeremy Brush, Amber Cox, Kris Wermy, Danny Cox and others.

Gerald Green opened the meeting with prayer and Trustee Chuy Rosales led the Pledge of Allegiance.

AGENDA ITEM NO. 3: CONSENT AGENDA

A. Minutes of Regular Meeting of November 3, 2015
B. Consider claims

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

Chairman put the motion to a roll call vote:

Aye: Hulin, Rodolph, Rosales, 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 Rosales to adjourn the meeting.

Chairman put the motion to a roll call vote:

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

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

PUBLIC NOTICE OF A REGULAR MEETING
OF THE SOLID WASTE AUTHORITY
TUESDAY, DECEMBER 15, 2015 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Source listing: 12/15/15 Meetings
Original source: https://agendas.clintonok.gov/archive/2015/121515/launch.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2015/121515/multi.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2015/121515/publicwork.htm

1. Call to Order

2. Opening Prayer/Pledge Chris Fields, First Baptist Church

3. Consent Agenda

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

4. Action Items:

    A. Presentation and Consideration of 2014-2015 Audit

5. Trustee Report

6. City Manager's Report

7. Audience Participation

8. Adjournment

Filed this11 th Day of December, 2015. Posted on the bulletin board in the lobby of the Clinton City Hall on December 11, 2015 at 3:30 p.m.

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Not recorded

MINUTES OF SOLID WASTE AUTHORITY MEETING
DECEMBER 1, 2015

Minutes of the regular meeting of the Chairman and Trustees of the Clinton Solid Waste Authority City of Clinton, Oklahoma, Custer County, held in the City Council Room, City Hall on Tuesday, December 1, 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 November 25, 2015.

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

MAYOR: Seth Adams
COUNCIL: Don Rodolph, Jason Hulin, Chuy Rosales
ABSENT: Lucas Martinez
CITY MANAGER: Mark Skiles
CITY CLERK: Lisa Anders
CITY TREASURER: Debra Blanchard
DEPUTY CLERK: Shona Stermer
CITY ATTORNEY: Ryan Meacham
NEWS MEDIA: Gerald Green
OTHERS: Gene McCullough, Donald Webb, David Crabtree, Jeremy Brush, Kris Wermy, Amber Cox, Danny Cox and others.

Gerald Green of Clinton Daily News opened the meeting with prayer and Trustee Chuy Rosales led the Pledge of Allegiance.

AGENDA ITEM NO. 3: CONSENT AGENDA

A. Minutes of Regular Meeting of November 3, 2015
B. Consider Claims

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

Chairman put the motion to a roll call vote:

Aye: Hulin, Rodolph, Rosales, 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 Rosales to adjourn the meeting.

Chairman put the motion to a roll call vote:

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

Chairman declared the meeting adjourned at 5:36 pm

PUBLIC NOTICE OF A REGULAR MEETING
OF THE CITY COUNCIL
TUESDAY, DECEMBER 15, 2015 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Source listing: 12/15/15 Meetings
Original source: https://agendas.clintonok.gov/archive/2015/121515/launch.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2015/121515/multi.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2015/121515/publicwork.htm

1. Call to Order

2. Opening Prayer/Pledge Chris Fields, First Baptist Church

3. Consent Agenda

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

4. Action Items:

    A. Presentation and Consideration of 2014-2015 Audit

5. Trustee Report

6. City Manager's Report

7. Audience Participation

8. Adjournment

Filed this11 th Day of December, 2015. Posted on the bulletin board in the lobby of the Clinton City Hall on December 11, 2015 at 3:30 p.m.

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Not recorded

MINUTES OF THE CLINTON CITY COUNCIL
DECEMBER 1, 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, December 1, 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 Wednesday, November 25, 2015.

City Clerk Lisa Anders administered the Oath of Office to Chuy Rosales for Ward Three.

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

MAYOR: Seth Adams
COUNCIL: Don Rodolph, Jason Hulin, Chuy Rosales
ABSENT: Lucas Martinez
CITY MANAGER: Mark Skiles
CITY CLERK: Lisa Anders
CITY TREASURER: Debra Blanchard
DEPUTY CLERK: Shona Stermer
CITY ATTORNEY: Ryan Meacham
NEWS MEDIA: Gerald Green
OTHERS: Gene McCullough, Donald Webb, Jeremy Brush, David Crabtree, Kris Wermy, Amber Cox, Danny Cox and others.

Gerald Green opened the meeting with prayer and Councilman Chuy Rosales led the Pledge of Allegiance.

AGENDA ITEM NO. 3: CONSENT AGENDA

A. Minutes of Regular Meeting of November 17, 2015

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

Mayor put the motion to a roll call vote:

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

Mayor declared the motion carried.

AGENDA ITEM NO. 4 ACTION ITEMS

4A. CONSIDER APPOINTMENT OF VICE-MAYOR

Motion was made by Councilman Rodolph and seconded by Councilman Rosales to reappoint Jason Hulin as Vice-Mayor.

Mayor put the motion to a roll call vote:

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

Mayor declared the motion carried.

4B. CONSIDER RESOLUTION NO. 856 REGARDING DESIGNATION OF NATIONAL INCIDENT MANAGEMENT SYSTEM

Fire Chief Danny Cox said the City of Clinton was not in NIMS compliance. He explained that the Emergency Manager is the lead contact person in a time of emergency. He said it would be preferred for this person to not be a Department Head. The resolution designates Toby Anders as the Emergency Manager. He explained that without being in compliance, the City is not eligible to apply for federal grants.

Motion was made by Councilman Rodolph and seconded by Councilman Hulin to adopt Resolution No. 856 regarding designation of National Incident Management System.

Mayor put the motion to a roll call vote:

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

Mayor declared the motion carried.

4C. CONSIDER AND TAKE ACTION ON REQUEST TO PURCHASE PICKUP FOR STREET DEPARTMENT

Public Works Director Donald Webb explained that the budget had included $35,000.00 for as four wheel drive one ton pickup for the Street Department. He said it will be used for snow plow and spreader and to pull trailers. The pickup is on the state contract for $29,791.00 and there will not be a trade in.

Motion was made by Councilman Hulin and seconded by Councilman Rosales to approve the request to purchase a pickup for the Street Department.

Mayor put the motion to a roll call vote:

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

Mayor declared the motion carried.

AGENDA ITEM NO 5.COUNCIL REPORT

None

AGENDA ITEM NO. 6: MANAGER'S REPORT

City Manager Mark Skiles and he and Public Works Director Donald Webb had made application with the Department of Environmental Quality for a site to burn tree limbs and brush following the ice storm from the previous weekend.

AGENDA ITEM NO. 7 : AUDIENCE PARTICIPATION

None

AGENDA ITEM NO. 8: ADJOURNMENT

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

Mayor put the motion to a roll call vote:

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

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

PUBLIC NOTICE OF A REGULAR MEETING
OF THE HOSPITAL AUTHORITY
TUESDAY, DECEMBER 15, 2015 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Source listing: 12/15/15 Meetings
Original source: https://agendas.clintonok.gov/archive/2015/121515/launch.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2015/121515/multi.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2015/121515/publicwork.htm

1. Call to Order

2. Opening Prayer/Pledge Chris Fields, First Baptist Church

3. Consent Agenda

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

4. Action Items:

    A. Presentation and Consideration of 2014-2015 Audit

5. Trustee Report

6. City Manager's Report

7. Audience Participation

8. Adjournment

Filed this11 th Day of December, 2015. Posted on the bulletin board in the lobby of the Clinton City Hall on December 11, 2015 at 3:30 p.m.

_____

Not recorded

MINUTES OF HOSPITAL AUTHORITY MEETING
DECEMBER 1, 2015

Minutes of the regular meeting of the Chairman and Trustees of the Clinton Hospital Authority City of Clinton, Oklahoma, Custer County, held in the City Council Room, City Hall on Tuesday, December 1, 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 November 25, 2015.

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

MAYOR: Seth Adams
COUNCIL: Don Rodolph, Jason Hulin, Chuy Rosales
ABSENT: Lucas Martinez
CITY MANAGER: Mark Skiles
CITY CLERK: Lisa Anders
CITY TREASURER: Debra Blanchard
DEPUTY CLERK: Shona Stermer
CITY ATTORNEY: Ryan Meacham
NEWS MEDIA: Gerald Green
OTHERS: Gene McCullough, Donald Webb, Jeremy Brush, David Crabtree, Amber Cox, Kris Wermy, Danny Cox and others.

Gerald Green of Clinton Daily News opened the meeting with prayer and Trustee Chuy Rosales led the Pledge of Allegiance.

AGENDA ITEM NO. 3: CONSENT AGENDA

A. Minutes of Regular Meeting of November 3, 2015
B. Claims

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

Chairman put the motion to a roll call vote:

Aye: Hulin, Rodolph, Rosales, 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 Rosales to adjourn the meeting.

Chairman put the motion to a roll call vote:

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

Chairman declared the meeting adjourned at 5:32 pm.

PUBLIC NOTICE OF A REGULAR MEETING
OF THE PUBLIC WORKS AUTHORITY
TUESDAY, DECEMBER 15, 2015 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Source listing: 12/15/15 Meetings
Original source: https://agendas.clintonok.gov/archive/2015/121515/launch.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2015/121515/multi.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2015/121515/publicwork.htm

1. Call to Order

2. Opening Prayer /Pledge Chris Fields, First Baptist Church

    A. Consider Approval of Minutes on December 1, 2015

3. Action Items:

    A. Presentation and Consideration of 2014-2015 Audit

    B. Consider and take action on contract with Lonehickory Cattle Company with regard to installation of Canute Water line

    C. Consider Resolution No. PW 15-01 regarding adjusting water rates

    D. Consider and take action on Task Order 4 for Engineer-Owner Agreement with Burns & McDonnell Engineering Company

4. Trustee's Report

5. City Manager's Report

6. Audience Participation

7. Adjournment

Filed this 11th day of December, 2015. Posted on the bulletin board in the lobby of the Clinton City Hall on December 11, 2015 at 3:30 p.m.

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Not recorded

MINUTES OF CLINTON PUBLIC WORKS AUTHORITY MEETING
DECEMBER 1, 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, December 1, 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 November 25, 2015.

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

CHAIRMAN: Seth Adams
COUNCIL: Don Rodolph, Jason Hulin, Chuy Rosales
ABSENT: Lucas Martinez
CITY MANAGER: Mark Skiles
CITY CLERK: Lisa Anders
CITY TREASURER: Debra Blanchard
DEPUTY CLERK: Shona Stermer
CITY ATTORNEY: Ryan Meacham
NEWS MEDIA: Gerald Green
OTHERS: Gene McCullough, Donald Webb, David Crabtree, Kris Wermy, Amber Cox, Danny Cox, Jeremy Brush, and others.

Gerald Green of Clinton Daily News opened the meeting with prayer and Trustee Chuy Rosales led the Pledge of Allegiance.

AGENDA ITEM NO. 3: CONSENT AGENDA

A. Minutes of Regular Meeting of November 17, 2015

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

Chairman put the motion to a roll call vote:

Aye: Hulin, Rodolph, Rosales, 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

None

AGENDA ITEM NO. 7: AUDIENCE PARTICIPATION

None

AGENDA ITEM NO. 8: ADJOURNMENT

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

Chairman put the motion to a roll call vote:

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

Chairman declared the meeting adjourned at 5:35 p.m.

Clinton
Hub City of Western Oklahoma

Agenda Commentary

Item Title/ Subject: Pickup for Water Department

Staff Source: Donald Webb, Public Works Director

History/Background Information: This Pickup will be used to pull goose neck trailers and the Vermeer Vac Digger.

Item/Subject Summary: This is a 2016 Ford Super Duty/ Cab & Chasis, it is a single wheel one ton 4 wheel drive. The pickup will be equipped with a flatbed in the near future.

Price/Cost: $27,852.32 on the State contract pricing.

Recommendation: The City Recomends that we purchase the pickup from McKinsey Motors for the State contract price.

DOCUMENT 00 50 00 – AGREEMENT BETWEEN OWNER AND CONTRACTOR

Project Name: Canute Raw Waterline

THIS AGREEMENT is dated as of the ____ day of NOVEMBER in the year 2015 by and between City of Clinton (hereinafter called Owner) and LONEHICKORY CATTLE LLC (hereinafter called Contractor).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work includes construction of approximately 30,000 linear feet of 12-inch PVC raw waterline, including approximately 2,600 linear feet of horizontal directionally drilled 12-inch HDPE DR-11, approximately 750 linear feet of 16-inch trenchless steel casing with HDPE carrier pipe, valves, meter vaults, PRV/PSV vaults, chemical feed vaults, appurtenances and connection. Trenchless pipe installation required under all Washita County and State roadways. The pipeline primarily lies within private property and ODOT right-of-way. This project also includes site grading, erosion control and site restoration. The project is located within unincorporated Washita County, Oklahoma.

ARTICLE 2 - ENGINEER

2.01 The Project has been designed by Burns & McDonnell Engineering Co. Inc., who is hereinafter called Engineer and who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIME

3.01 TIME OF THE ESSENCE:

A. All time limits for milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.02 DATES FOR SUBSTANTIAL COMPLETION AND FINAL PAYMENT:

A. The Work shall be Substantially Completed on or before June 7, 2015~~6~~ and completed and ready for final payment in accordance with the GENERAL CONDITIONS on or before July 7, 2015~~6~~.

3.03 LIQUIDATED DAMAGES:

A. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the time specified above, plus any extensions thereof allowed in accordance with the GENERAL CONDITIONS. The parties also recognize the delays, expense, and difficulties involved in proving the actual loss suffered

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by Owner if the Work is not Substantially Completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner One Thousand Dollars ($1,000.00) for each day that expires after the time specified above in Paragraph 3.02 for Substantial Completion until the Work is Substantially Complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the time specified in Paragraph 3.02 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner Five Hundred dollars ($500.00) for each day that expires after the time specified for completion and readiness for final payment.

ARTICLE 4 - CONTRACT PRICE

4.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs below:

A. UNIT COST CONTRACT PRICE: For all Work a total contract amount of:
ONE MILLION THREE HUNDRED NINETY-NINE THOUSAND FOUR HUNDRED NINETY-TWO
($ 1,399,492.00).

B. For all Work, at the prices stated in Contractor's Bid, attached hereto as an Exhibit.

ARTICLE 5 - PAYMENT PROCEDURES

5.01 SUBMITTAL AND PROCESSING OF PAYMENTS:

A. Contractor shall submit Applications for Payment in accordance with the GENERAL CONDITIONS. Applications for Payment will be processed by Engineer as provided in the GENERAL CONDITIONS.

5.02 PROGRESS PAYMENTS, RETAINAGE:

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the **[Day TBD]** of each month during construction. All such payments will be measured by the schedule of values established in the GENERAL CONDITIONS or, in the event there is no schedule of values, as provided in the General Requirements.
   1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer shall determine, or Owner may withhold, in accordance with the GENERAL CONDITIONS.
      a. 90% of Work completed (with the balance being retainage).
      b. 90% (with the balance being retainage) of Equipment and Materials not incorporated in the Work but delivered, suitably stored, and accompanied by documentation satisfactory to Owner as provided in the GENERAL CONDITIONS.
   2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 90% of the Contract Price (with the balance being retainage), less such amounts as Engineer shall determine, or Owner may withhold, in accordance with the GENERAL CONDITIONS.

5.03 FINAL PAYMENT:

A. Upon final completion and acceptance of the Work in accordance with the GENERAL CONDITIONS, Owner shall pay the remainder of the Contract Price as recommended by Engineer and as provided in the GENERAL CONDITIONS.

ARTICLE 6 - INTEREST

6.01 All moneys not paid when due hereunder shall bear interest at the legal rate in force at the place of the Project in accordance with the GENERAL CONDITIONS.

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

7.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents (including the Addenda) and other related data identified in the Bid Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site; and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site. Contractor acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the Site.

E. Contractor has obtained and carefully studied (or assumes responsibility of having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance, and furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.

F. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performing and furnishing of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 8 - CONTRACT DOCUMENTS

8.01 CONTENTS:

A. The Contract Documents which comprise the entire Agreement between Owner and Contractor concerning the Work consist of the following and may only be amended, modified, or supplemented as provided in the GENERAL CONDITIONS:

1. This Agreement.
2. Exhibits to this Agreement (enumerated as follows):
   a. Notice to Proceed.
   b. Contractor's Bid.
   c. Documentation submitted by Contractor prior to Notice of Award.
3. Performance, Payment, and other Bonds.
4. General Conditions.
5. Specifications consisting of divisions and sections as listed in table of contents of Project Manual.
6. Drawings consisting of a cover sheet and sheets as listed in the table of contents thereof, with each sheet bearing the following general title:

   Canute Raw Waterline

7. Addenda numbers 1 to 2, inclusive.
8. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to the GENERAL CONDITIONS.

ARTICLE 9 - MISCELLANEOUS

9.01 TERMS:

A. Terms used in this Agreement which are defined in the GENERAL CONDITIONS shall have the meanings stated in the GENERAL CONDITIONS.

9.02 ASSIGNMENT OF CONTRACT:

A. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by Law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 SUCCESSORS AND ASSIGNS:

A. Owner and Contractor each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 SEVERABILITY:

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.05 OTHER PROVISIONS: None.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in triplicate. One counterpart each has been delivered to Owner, Contractor, and Engineer. All portions of the Contract Documents have been signed, initialed, or identified by Owner and Contractor or identified by Engineer on their behalf.

This Agreement will be effective on _____, 20 15, which is the Effective Date of the Agreement.

CONTRACTOR LONEHICKORY CATTLE LLC	OWNER CITY OF CLINTON
By: [signature]	By:
Title: Owner	Title:
(SEAL)	(SEAL)
Attest [signature]	Attest
Address for giving notices	Address for giving notices
License No. _____ (if required by Law)	(If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Agreement)

Agent for Service of process

_____

(if required by law)

(If Contractor is a corporation, attach evidence of authority to sign.)

Approved As to Form:

By: _____

Attorney For: _____

END OF DOCUMENT 00 50 00

RESOLUTION NO. PW15-01

RESOLUTION ADJUSTING THE WATER RATES OF THE
CITY OF CLINTON

WHEREAS the City of Clinton is in the process of planning for the financing and construction of new water treatment facilities;

WHEREAS Trustees deemed it necessary to pass Resolution PW14-04 to increase water rates in two phases, in order to defer the impact of single rate increase and diminish capitalized interest.

WHEREAS the initial increase occurred in January of 2015.

WHEREAS the second increase is due to occur in January of 2016

WHEREAS the electorate of the City of Clinton has passed a tax increase that has deferred the need to enact the second rate increase

NOW THEREFORE, be it resolved by the Trustees of the Clinton Public Works Authority, of the City of Clinton, Oklahoma:

The Phase II Rate Increase passed by the Public Works Authority in PW14-04, shall be deferred, and shall not be implemented until January 1, 2017.

Passed and approved this _____ day of _____, 2015.

_____
Seth Adams, Mayor

ATTEST:

_____
Lisa Anders, Secretary

BURNS McDONNELL

TASK ORDER 4 FOR
ENGINEER-OWNER AGREEMENT

This Task Order is entered into and authorized by Owner this _____ day of _____, 2015, by and between City of Clinton, Oklahoma (hereinafter called OWNER) and Burns & McDonnell Engineering Company, Inc. (hereinafter called ENGINEER).

The parties agree that the ENGINEER shall perform the following Services in accordance with the terms of the Engineer-Owner Agreement dated June 2, 2014:

1. Scope of Services:
Provide Reverse Osmosis (RO) piloting services as follows:

1. Pilot Study Protocol (up to 40 hours)
   - 1.1. Develop a pilot study protocol to include piloting requirements, schedule, and data collection.
   - 1.2. Submit draft pilot study protocol to OWNER and ODEQ for review and comment.
   - 1.3. Address applicable comments and develop a final pilot study protocol document.
2. Pilot Plant Operational Support
   - 2.1. Provide the OWNER with a list of pilot plant requirements (piping and electrical) and provide guidance to facilitate pilot installation (up to 10 hours).
   - 2.2. Provide on-site assistance during pilot installation (1 engineer for 1 day on site).
   - 2.3. Upon pilot installation, provide engineering support over a 30-day timeframe (up to 32 hours):
     - 2.3.1. Piloting efforts will be guided by the Pilot Protocol.
     - 2.3.2. Participate in weekly conference calls with OWNER to review pilot data and discuss operational challenges.
     - 2.3.3. Investigate deviations from anticpated results and provide recommendations for resolution.
   - 2.4. Coordinate water quality testing between the OWNER and a water quality testing laboratory (up to 6 hours).
3. Pilot Study Report (up to 42 hours)
   - 3.1. Prepare draft letter report.
   - 3.2. Provide draft letter report to OWNER and ODEQ for review and comment.
   - 3.3. Address applicable comments and develop a final pilot study report.
4. Conduct up to two (2) conference calls with ODEQ

2. Compensation:
The basis of compensation for the above Services shall be Hourly Rate per ENGINEER's Rate Sheet, attached hereto, subject to a Not-to-Exceed cap of $34,000.00, without further authorization.

3. Other Terms:

1. Responsibilities of OWNER
   - 1.1. Water quality sampling and testing.

1.2. Facilitating pilot equipment installation to include piping, electrical, equipment unloading/loading, equipment installation, and all other installation activities not provided by the pilot equipment supplier.
1.3. Pilot study data collection and routine maintenance of the pilot equipment.
1.4. Operation of the pilot.
1.5. Ancillary site preparation including, but not limited to, temporary power, lighting, security, etc.
1.6. Pilot rental cost including shipping and any other associated costs.
1.7. Chemical costs.

2. The terms of this Task Order supersede any contrary terms of the Engineer-Owner Agreement.
3. ENGINEER will proceed with providing the services set forth herein immediately upon Task Order execution.

IN WITNESS WHEREOF, the parties have made and executed this TASK ORDER as of the day and year first above written.

OWNER: City of Clinton, Ok	**ENGINEER: Burns & McDonnell Engineering Company, Inc.**
By: _____	By: _____
Name: Seth Adams	Name: Ron Coker, P.E.
Title: Mayor	Title: Senior Vice President