PUBLIC NOTICE OF A REGULAR MEETING
OF THE PUBLIC WORKS AUTHORITY
TUESDAY, APRIL 16, 2013 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Meeting status: Completed

1. Call to Order
2. Opening Prayer /Pledge Dan Day, Ministerial Alliance
3. Consent Agenda
    A. Consider approval of minutes of April 2, 2013
4. Action Items:
    A. Discuss contract to design Water Treatment Plant
    B. Discuss contract to design Canute Water Line
5. Trustee Report
6. City Manager's Report
    A. Water Rates
7. Audience Participation
8. Adjournment

Filed this 12th day of April, 2013. Posted on the bulletin board in the lobby of the Clinton City Hall on April 12, 2013 at 2:00 p.m.

_____

Not recorded

MINUTES OF CLINTON PUBLIC WORKS AUTHORITY MEETING
APRIL 2, 2013

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 April 2, 2012 at 5:30 p.m. A notice of this meeting with agenda was posted on the bulletin board in the lobby of Clinton City Hall on March 29, 2013

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

MAYOR: Seth Adams
COUNCIL: Jason Hulin, Don Rodolph, Lucas Martinez
CITY CLERK: Absent
CITY TREASURER: Debra Blanchard
DEPUTY CLERK: Rhonda Williams
CITY ATTORNEY: Ryan Meacham
NEWS MEDIA: Mike Smith, Gerald Green,
OTHERS: **OTHERS**: David Crabtree, Julie Menge, Stephen Jones, , Gene McCullough, Kris Wermy, Randy Carpenter , Clyde Morgan, Doyle Kinney, Boy Scout Troop 361, Buddy and Jan Wheeler, Dave Felch, Randy Meacham, Phil Marcha, and others

Doyle Kinney opened the meeting with prayer and Caleb Blanchard; Boy Scout Troop 361 led the Pledge of Allegiance.

AGENDA ITEM NO. 3: CONSENT AGENDA

A. Minutes of Regular Meeting of March 5, 2013
B. Consider Claims

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

Chairman put the motion to a roll call vote:

Aye: Hulin, Martinez, Rodolph and Chairman Adams
Nay: None

Chairman declared the motion carried.

AGENDA ITEM NO. 4 ACTION ITEMS

A. Discuss and Consider execution of Memo of Understanding with the Town of Canute regarding purchase of water.

Moved by Rodolph and second by Martinez to execute the MOU with the Town of Canute for the purchase of water.

AGENDA ITEM NO. 5 TRUSTEE REPORT

Trustee Rodolph said he would like to see on the next agenda the engineering of a water treatment plant to use the water from the Washita Alluvial, City Manager, Steve Hewitt said he would have something on the next agenda.

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 Martinez to adjourn the meeting.

Mayor put the motion to a roll call vote:

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

Chairman declared the meeting adjourned at 5:55 pm.

PEC
PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

April 10, 2013

City of Clinton
415 Gary Blvd
Clinton, OK 73601

Attention: Mr. Steve Hewitt, City Manager

Reference: Water Treatment Plant Concept Plan
PEC Project No. 13K21-6994

Dear Mr. Hewitt:

This letter is written to serve as an agreement between the City of Clinton, Oklahoma, (CLIENT) and Professional Engineering Consultants, P.A. (PEC) to perform professional services to assist the City of Clinton in developing and presenting a conceptual plan to procure and treat additional raw water resources from the Washita River alluvium, hereinafter called the PROJECT.

This project is the first step in the process of designing a new water treatment plant for the City of Clinton. Establishing a reliable and sustainable portfolio of potable water for Clinton means considering several factors during the design of a new water treatment plant, including:

- The amount of available Washita alluvial water
- Quality of the raw water
- Desired quality of the drinking water (level of treatment)
- Cost of the facility and ultimate cost to the customer
- Future expansion capabilities of the proposed water treatment plant
- Viability and long term sustainability of Foss MCD

Specifically, PEC proposes to perform the Scope of Services as outlined in Paragraph A below.

A. Scope of Services:

1. Determine the estimated saturated thickness, yield and available water rights from current available information (exclusionary of a test well) of the Washita River alluvium in the vicinity of Clinton, OK, to be included within the deliverables defined within this document.
2. Review existing water quality data and communications with the CLIENT.
3. Prepare estimated planning capital and operational costs for conveyance and treatment of Washita River alluvium water to supply the City of Clinton. Develop estimated costs for a comprehensive hydrogeologic evaluation of the Washita River alluvium, exploratory wells and permanent public water supply wells.

4. Prepare a conceptual project schedule for the development of the Washita River alluvium water supply.
5. Develop one (1) executive summary and preliminary conceptual cost report to be provided to the CLIENT.
6. Review of current EPA 40 CFR Parts 141 and 142 (dated 03/01/2013) and potential future contaminants contained within the CCL 3.
7. Review of the OAC 252:626 Public Water Supply Construction Standards and how they specifically apply to the CLIENT.
8. Review the proposed treatment process for its ability to meet National Secondary Drinking Water Regulations, specifically focusing on the aesthetic quality of the finished water.
9. Attend one (1) onsite presentation with CLIENT and stakeholders to discuss treatability, current regulations, and emerging regulations that may be associated with the Washita River alluvium. Presentation shall be given to the City Council during normally scheduled monthly meetings. Presentation shall be Microsoft PowerPoint Presentation™ format.
10. Provide up to fifteen (15) copies of the PowerPoint Presentation™, executive summary and preliminary conceptual cost report to the CLIENT.

B. Responsibility of CLIENT:

The CLIENT agrees to provide the following items pursuant to PEC accomplishing the Scope of Services outlined herein:

1. Provide available data such as distribution system maps, water usage records, test well data, water quality data, construction plans, or other records pertinent to the water supply system.
2. Provide timely review and comments of interim information prepared by PEC for the CLIENT for review.
3. Provide other information requested by PEC to assist in the development of the final deliverables.

C. Exclusions:

The following items are specifically excluded from the Scope of Services provided by PEC:

1. Engineering report, surveying, geotechnical, design, bidding and construction phase services.
2. Payment and field work associated with collection of water quality analysis and/ or test well drilling.

D. Payment Provisions:

PEC proposes to perform the Scope of Services described above at a rate of 3.05 times direct labor cost, plus reimbursable expenses, for a not to exceed (NTE) amount of $18,000.

Unless otherwise agreed upon, billings will be made monthly based on completion of the items listed above.

Taxes are not included in stated fees. CLIENT shall reimburse PEC for any sales, use and value-added taxes, which apply to these services.

E. Time of Performance:

PEC proposes to begin work on the PROJECT within five (5) business days following receipt of an executed copy of this agreement and to complete the Scope of Services in accordance within forty-five (45) business days, exclusive of any delays beyond the control of PEC.

This letter and the Standard Conditions attached hereto comprise the entire agreement between the CLIENT and PEC. They may be altered only by written supplemental agreement agreed to by both parties. Furthermore, this agreement may be canceled by CLIENT, for any reason, by providing PEC with thirty (30) days prior written notice.

Thank you for contacting us to provide professional services on the subject PROJECT. Should you have questions or need additional information, please do not hesitate to call. Return receipt of an executed copy of this letter will serve as our contract and notice to proceed with the work.

Very truly yours,

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

Ethan J.L. Edwards, P.E.
Tulsa Division Manager/Principal

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

By: Ethan J.L. Edwards

Ethan J.L. Edwards, P.E.

Date: 4/10/13

City of Clinton, Oklahoma

By: _____

Title: _____

Date: _____

ATTEST:

By: _____

PEC STANDARD CONDITIONS

1. STANDARD OF CARE: Professional Engineering Consultants, P.A., its officers, directors, employees, agents, shareholders, partners, consultants, sub-consultants, contractor, and sub-contractors (collectively "PEC") shall provide professional services to Client, its officers, directors, employees, agents, owners, members, shareholders, partners, consultants, sub-consultants, contractors, and sub-contractors, (collectively "Client") according to the agreed upon scope of services. PEC will perform the services with the level of care and skill ordinarily exercised by other consultants of the same profession under similar circumstances at the time the services are performed, and in the same locality.

2. USE OF DOCUMENTS: Drawings, specifications, reports, programs, manuals, cost estimates, or other documents, including documents on electronic media, prepared under this Agreement are instruments of service and as such are only applicable to the subject PROJECT. Use of these documents for any other purpose without written authorization and consent of PEC is prohibited. PEC shall retain ownership thereof.

3. INSURANCE: PEC and the Client agree to each maintain statutory Worker's Compensation, Employer's Liability Insurance, General Liability Insurance, and Automobile Insurance coverage for the duration of this agreement. Additionally, PEC will maintain Professional Liability Insurance for PEC's negligent acts, errors, or omissions in providing services pursuant to this Agreement. If the Client is a design professional, then the Client agrees to maintain Professional Liability Insurance for its negligent acts, errors, or omissions in providing services pursuant to this Agreement. If a project is Design-Build, the Client and all subcontractors providing professional design or other services (e.g., architects, engineers, inspectors) shall maintain professional or similar liability insurance for claims arising from its negligent performance of said services. Proof of insurance shall be provided, upon request, prior to commencement of said services.

4. NO GUARANTEE: PEC does not provide a warranty or guarantee, express or implied, for any portion of the scope of services including drawings, specifications, reports, programs, manuals, cost estimates, or other documents of service. PEC does not warrant or guarantee any certification of the project, including any level of LEED certification. Items of beneficial use to the Owner, whether or not included in the contract documents, shall be paid for by the Owner. The provisions of this paragraph shall apply notwithstanding any statement or language contained in any other document or agreement that might be related to the project.

5. INDEMNIFICATION/HOLD HARMLESS: PEC agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client and its employees from any liability, damages, or costs (including reasonable attorneys' fees and costs of defense) resulting from PEC's negligent acts, errors, or omissions through services provided pursuant to this Agreement by PEC or anyone for whom PEC is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless PEC, its employees and subconsultants from any liability, damages, or costs (including reasonable attorneys' fees and costs of defense) resulting from the negligent acts, errors, or omissions by Client or those contractors, subcontractors, consultants, or anyone for whom Client is legally liable, and arising from the project(s) that is the subject of this agreement. PEC is not obligated to indemnify the Client in any manner whatsoever for the Clients' own negligence. If any liability, damages, or costs (including reasonable attorneys' fees and costs of defense) result from the concurrent negligence of PEC and the Client, this indemnification shall only apply to the extent of each party's proportion of the responsibility.

6. DISPUTES: Any action or claims arising out of or related to this Agreement or the project that is the subject of this Agreement shall be governed by Oklahoma law. Good faith negotiation and mediation are express conditions precedent to the filing of any legal action. Mediation shall be conducted in accordance with the latest edition of the Construction Mediation Rules of the American Arbitration Association.

7. ASSIGNMENT OR SUBLETTING OF CONTRACT: Client shall not assign, transfer, or sublet any rights, duties, or interests accruing from this Agreement without the prior written consent of PEC. This Agreement shall be binding upon the Client, its successors and assigns.

8. NON PAYMENT/TERMINATION OF AGREEMENT: If the Client fails to make payment for services and expenses within 30 days following receipt of an invoice, PEC may, after giving seven days written notice to the Client, without liability for delay charges, suspend services under this Agreement until PEC has been paid in full for all amounts due. Each party to this Agreement reserves the right to terminate the Agreement at any time, without cause, upon 15 days written notice and subject to payment to PEC for the value of services rendered up to the time of termination.

9. DIFFERING SITE CONDITIONS: The conditions at the site are the property of the Client/Owner regardless of whether or not they could be identified by an investigation or exploration conducted according to the professional standard of care. A "Differing Site Condition" is a subsurface, hidden, latent, or physical condition at a project site/building not revealed by the site exploration, site investigation, or other information provided to the Client and which cannot be reasonably anticipated. Special risks occur whenever engineering is applied to identifying site/building conditions. Even a comprehensive investigation according to the professional standard of care may not detect all subsurface or site/building conditions. PEC shall not be liable for site/building conditions which could not be identified by such an investigation or exploration. Accordingly, the Owner/Client agrees to indemnify, including all costs and attorney fees, and hold PEC harmless from all claims for Differing Site Conditions, provided PEC performs the services specified in the Contract in a manner reasonably conforming to the terms of the Contract and to the Standard of Care.

10. EXTRA WORK: Services not specified in the Scope of Services set forth in this Agreement or due to regulatory changes shall be considered "extra work". No "extra work" will be performed without additional compensation per a supplemental agreement.

11. FORCE MAJEURE: The Client shall not hold PEC responsible for damages or for delays in performance caused by force majeure, acts of God, or other acts or circumstances beyond the control of PEC, or that could not have been reasonably foreseen and prevented including, but not limited to, fire, weather, floods, earthquakes, epidemics, war, riots, terrorism, strikes, and unanticipated site conditions.

12. AGREEMENT SOLELY FOR PARTIES' BENEFIT: This agreement is solely for the benefit of PEC and Client. Nothing herein is intended in any way to benefit any third party or otherwise create any duty or obligation on behalf of PEC or Client in favor of such third parties.

13. LIMITATION OF LIABILITY: To the fullest extent permitted by law, PEC's total liability to Client is limited to the greater of $50,000 or two times PEC's fee, for any and all damages or expenses arising out of this Agreement from any cause(s) or under any theory of liability. In no event shall PEC be liable for consequential damages, including, without limitation, loss of use or loss of profits, incurred by Client or its subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

PEC
PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

April 9, 2013

City of Clinton
415 Gary Blvd
Clinton, OK 73601

Attention: Mr. Steve Hewitt, City Manager

Reference: Canute Water Transmission Line
PEC Project No. 13K20-6994

Dear Mr. Hewitt:

Professional Engineering Consultants, P.A. (PEC), hereafter called the ENGINEER, will assist the Clinton Public Works Authority (CPWA), hereafter called the OWNER, in the design of a water transmission line from the proposed Canute Water Treatment Plant to the existing Clinton Water Treatment Plant, hereinafter called the PROJECT. The PROJECT will consist of the development of an Engineering Report Form (for the Oklahoma Department of Environmental Quality), and plans and specification for 29,000 linear feet of new waterline.

A. PROJECT SCOPE:

The following is a description of the individual tasks to be completed for this PROJECT:

PRELIMINARY DESIGN

- One (1) kickoff meeting with OWNER and ENGINEER.
- Determine hydraulic capacity necessary for conveyance of treated water from the proposed Canute water treatment plant (WTP) to the City of Clinton's existing WTP. Required hydraulic capacity of the proposed waterline shall be based on flow rates of 0.75MG-1.5 MG.
- Prepare preliminary plans and specifications and submit to the OWNER for review and comment.
- Prepare a preliminary cost opinion and submit to the OWNER for review and comment.

FINAL DESIGN

- Conduct final field investigations of the PROJECT.
- Incorporate OWNER comments into the final Construction Plans and Specifications.
- Prepare and submit final plans and specifications to the Oklahoma Department of Environmental Quality (ODEQ) for review and approval.
- Prepare and submit the Engineering Report Form for Water Distribution Systems and Ground Water Wells to ODEQ for review and approval.
- Prepare and submit a final cost opinion to the OWNER for review and approval.

BIDDING AND CONSTRUCTION SERVICES

- Prepare the advertisement for bid
- Make all necessary document copies for distribution to perspective contractors.
- Attend pre-bid conference.
- Coordinate with perspective general contractors during the bid phase, answer requests for information (RFIs), and prepare addenda.
- Evaluate submitted bids and prepare bid tabulation and letter of recommendation of award for Council approval.
- Attend pre-work conference.
- Prepare and submit as-constructed drawings based on mark ups from the Resident Project Representative and/ or Contractor.

EXCLUSIONS

- Surveying services
- Geotechnical services
- Resident inspection services
- Submittal review and approval
- Contractor pay request review and approval
- Attendance to monthly construction progress meetings

B. PAYMENT PROVISIONS

PEC proposes to perform the Scope of Services described above on the basis of a lump sum amount of $55,250.

C. Responsibility of CLIENT

1. Coordinate with Canute's consulting engineer to obtain and provide PEC with necessary data to complete this project, including plans, specifications, and data utilized for the design of the new Canute Water Treatment Plant.

2. To furnish to PEC for their use all prior pertinent data developed including applications, reports, design calculations, drawings and correspondence with State and Federal agencies.

3. To promptly review all preliminary submittals from PEC and to transmit any suggested revisions, modifications or changes to be made.

4. To pay PEC for services in accordance with the requirements of this Agreement.

D. TIME OF PERFORMANCE

PEC proposes to begin work on the PROJECT within five (5) business days following receipt of an executed copy of this agreement and shall complete the PROJECT within 60 business days.

This letter and the "Standard Conditions" attached hereto comprise the entire agreement between the CLIENT and PEC. They may be altered only by written supplemental agreement agreed to by both parties. Furthermore, this agreement may be canceled by CLIENT, for any reason, by providing PEC with thirty (30) day prior written notice.

Thank you for contacting us to provide professional services on the subject PROJECT. Should you have questions or need additional information, please do not hesitate to call. Return receipt of an executed copy of this letter will serve as our contract and notice to proceed with the work.

Very truly yours,

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

Ethan J.L. Edwards, P.E.
Tulsa Office Manager/Principal

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

By: _____
Ethan J.L. Edwards, P.E.

Date: 4/9/13

City of Clinton, Oklahoma

By: _____

Title: _____

Date: _____

ATTEST:

By: _____

PEC STANDARD CONDITIONS

1. STANDARD OF CARE: Professional Engineering Consultants, P.A., its officers, directors, employees, agents, shareholders, partners, consultants, sub-consultants, contractor, and sub-contractors (collectively "PEC") shall provide professional services to Client, its officers, directors, employees, agents, owners, members, shareholders, partners, consultants, sub-consultants, contractors, and sub-contractors, (collectively "Client") according to the agreed upon scope of services. PEC will perform the services with the level of care and skill ordinarily exercised by other consultants of the same profession under similar circumstances at the time the services are performed, and in the same locality.

2. USE OF DOCUMENTS: Drawings, specifications, reports, programs, manuals, cost estimates, or other documents, including documents on electronic media, prepared under this Agreement are instruments of service and as such are only applicable to the subject PROJECT. Use of these documents for any other purpose without written authorization and consent of PEC is prohibited. PEC shall retain ownership thereof.

3. INSURANCE: PEC and the Client agree to each maintain statutory Worker's Compensation, Employer's Liability Insurance, General Liability Insurance, and Automobile Insurance coverage for the duration of this agreement. Additionally, PEC will maintain Professional Liability Insurance for PEC's negligent acts, errors, or omissions in providing services pursuant to this Agreement. If the Client is a design professional, then the Client agrees to maintain Professional Liability Insurance for its negligent acts, errors, or omissions in providing services pursuant to this Agreement. If a project is Design-Build, the Client and all subcontractors providing professional design or other services (e.g., architects, engineers, inspectors) shall maintain professional or similar liability insurance for claims arising from its negligent performance of said services. Proof of insurance shall be provided, upon request, prior to commencement of said services.

4. NO GUARANTEE: PEC does not provide a warranty or guarantee, express or implied, for any portion of the scope of services including drawings, specifications, reports, programs, manuals, cost estimates, or other documents of service. PEC does not warrant or guarantee any certification of the project, including any level of LEED certification. Items of beneficial use to the Owner, whether or not included in the contract documents, shall be paid for by the Owner. The provisions of this paragraph shall apply notwithstanding any statement or language contained in any other document or agreement that might be related to the project.

5. INDEMNIFICATION/HOLD HARMLESS: PEC agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client and its employees from any liability, damages, or costs (including reasonable attorneys' fees and costs of defense) resulting from PEC's negligent acts, errors, or omissions through services provided pursuant to this Agreement by PEC or anyone for whom PEC is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless PEC, its employees and subconsultants from any liability, damages, or costs (including reasonable attorneys' fees and costs of defense) resulting from the negligent acts, errors, or omissions by Client or those contractors, subcontractors, consultants, or anyone for whom Client is legally liable, and arising from the project(s) that is the subject of this agreement. PEC is not obligated to indemnify the Client in any manner whatsoever for the Clients' own negligence. If any liability, damages, or costs (including reasonable attorneys' fees and costs of defense) result from the concurrent negligence of PEC and the Client, this indemnification shall only apply to the extent of each party's proportion of the responsibility.

6. DISPUTES: Any action or claims arising out of or related to this Agreement or the project that is the subject of this Agreement shall be governed by Oklahoma law. Good faith negotiation and mediation are express conditions precedent to the filing of any legal action. Mediation shall be conducted in accordance with the latest edition of the Construction Mediation Rules of the American Arbitration Association.

7. ASSIGNMENT OR SUBLETTING OF CONTRACT: Client shall not assign, transfer, or sublet any rights, duties, or interests accruing from this Agreement without the prior written consent of PEC. This Agreement shall be binding upon the Client, its successors and assigns.

8. NON PAYMENT/TERMINATION OF AGREEMENT: If the Client fails to make payment for services and expenses within 30 days following receipt of an invoice, PEC may, after giving seven days written notice to the Client, without liability for delay charges, suspend services under this Agreement until PEC has been paid in full for all amounts due. Each party to this Agreement reserves the right to terminate the Agreement at any time, without cause, upon 15 days written notice and subject to payment to PEC for the value of services rendered up to the time of termination.

9. DIFFERING SITE CONDITIONS: The conditions at the site are the property of the Client/Owner regardless of whether or not they could be identified by an investigation or exploration conducted according to the professional standard of care. A "Differing Site Condition" is a subsurface, hidden, latent, or physical condition at a project site/building not revealed by the site exploration, site investigation, or other information provided to the Client and which cannot be reasonably anticipated. Special risks occur whenever engineering is applied to identifying site/building conditions. Even a comprehensive investigation according to the professional standard of care may not detect all subsurface or site/building conditions. PEC shall not be liable for site/building conditions which could not be identified by such an investigation or exploration. Accordingly, the Owner/Client agrees to indemnify, including all costs and attorney fees, and hold PEC harmless from all claims for Differing Site Conditions, provided PEC performs the services specified in the Contract in a manner reasonably conforming to the terms of the Contract and to the Standard of Care.

10. EXTRA WORK: Services not specified in the Scope of Services set forth in this Agreement or due to regulatory changes shall be considered "extra work". No "extra work" will be performed without additional compensation per a supplemental agreement.

11. FORCE MAJEURE: The Client shall not hold PEC responsible for damages or for delays in performance caused by force majeure, acts of God, or other acts or circumstances beyond the control of PEC, or that could not have been reasonably foreseen and prevented including, but not limited to, fire, weather, floods, earthquakes, epidemics, war, riots, terrorism, strikes, and unanticipated site conditions.

12. AGREEMENT SOLELY FOR PARTIES' BENEFIT: This agreement is solely for the benefit of PEC and Client. Nothing herein is intended in any way to benefit any third party or otherwise create any duty or obligation on behalf of PEC or Client in favor of such third parties.

13. LIMITATION OF LIABILITY: To the fullest extent permitted by law, PEC's total liability to Client is limited to the greater of $50,000 or two times PEC's fee, for any and all damages or expenses arising out of this Agreement from any cause(s) or under any theory of liability. In no event shall PEC be liable for consequential damages, including, without limitation, loss of use or loss of profits, incurred by Client or its subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

PUBLIC NOTICE OF A REGULAR MEETING
OF THE INDUSTRIAL AUTHORITY
TUESDAY, APRIL 16, 2013 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Meeting status: Completed

1. Call to Order
2. Opening Prayer /Pledge Dan Day, Ministerial Alliance
3. Consent Agenda
    A. Consider Approval of Minutes on April 2, 2013
4. Action Items:
    A. Request authorization to go to bid for curb, guttering and streets for Robinson Addition
    B. Discussion with Legal Counsel regarding pending litigation including an Executive Session as authorized by 25 O.S. ss 307B4
5. Trustee's Report
6. City Manager's Report
7. Audience Participation
8. Adjournment

Filed this 12th day of April, 2013. Posted on the bulletin board in the lobby of the Clinton City Hall on April 12, 2013 at 2:00 p.m.

_____

Not recorded

MINUTES OF CLINTON INDUSTRIAL AUTHORITY MEETING
APRIL 2, 2013

Minutes of the regular meeting of the Chairman and Trustees of the Clinton Industrial Authority of Clinton, Oklahoma, Custer County, held in the City Council Room, City Hall on Tuesday, April 2, 2013 at 5:30 p.m. A notice of this meeting with agenda was posted on the bulletin board in the lobby of Clinton City Hall on March 29, 2013.

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

MAYOR: Seth Adams
COUNCIL: Jason Hulin, Don Rodolph, Lucas Martinez,
CITY MANAGER: Steve Hewitt
CITY TREASURER: Debra Blanchard
DEPUTY CLERK: Rhonda Williams
CITY ATTORNEY: Ryan Meacham
NEWS MEDIA: Mike Smith, Gerald Green,
OTHERS: David Crabtree, Julie Menge, Stephen Jones, , Gene McCullough, Kris Wermy, Randy Carpenter , Clyde Morgan, Doyle Kinney, Boy Scout Troop 361, Buddy and Jan Wheeler, Dave Felch, Randy Meacham, Phil Marcha, and others

Doyle Kinney opened the meeting with prayer and Caleb Blanchard; Boy Scout Troop 361 led the Pledge of Allegiance.

AGENDA ITEM NO. 3: CONSENT AGENDA

A. Minutes of Regular Meeting of March 19, 2013
B. Claims

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

Chairman put the motion to a roll call vote:

Aye: Hulin, Martinez, Rodolph and Chairman Adams
Nay: None

Chairman declared the motion carried.

AGENDA ITEM NO. 4 ACTION ITEMS

A. Consideration Proposal from Dale Jones regarding Purchase of Property
City Manager, Steve Hewitt explained where the property is located and that the City acquired this property by foreclosing on a lien that the City had on the property for abatements for approximately $ 14,500.00, Steve said that Dale Jones has offered the City $ 9,200.00. Mr. Jones was present and he explained that he wants to build a shed on this property to house equipment in, and then maybe in the future build some storage units. Mr. Jones owns property in the area and wants to purchase other pieces if possible and clean up that area. Trustee Rodolph asked the City Manager if he recommended that we accept the offer for the property. The City Manager said yes.

Moved by Trustee Rodolph that we accept the offer of $ 9,200.00 for this property from Dale Jones and second Trustee Martinez

Chairman put the motion to a roll call vote:

Aye: Hulin, Martinez, Rodolph and Chairman Adams
Nay: None

Chairman declared the motion carried.

AGENDA ITEM NO. 5 TRUSTE REPORT

Trustee Rodolph said he has talked to Ryan Meacham about the property just east of the property that Dale Jones was making an offer on. He said we need to see if we can get it cleaned up. City Attorney, Ryan Meacham replied that the property is Indian Trust Land and we will have to get permission from BIA or Concho to clean it up and will not be able to file a lien on the property, because it is trust land. Dale Jones said he was trying to contact the owner of this property to see if they would sell to him.

AGENDA ITEM NO. 6: MANAGER'S REPORT

None

AGENDA ITEM NO. 7: AUDIENCE PARTICIPATION

Buddy Wheeler inquired about the city using Pool Drilling to get the water wells back online. This was talked about in the Public Hearing before the Council and Trustee Meetings, He said he too was using Pool Drilling to drill a well on their property for irrigation, he said they Pool is really busy and he hoped we didn't have to wait to long for them to get the City's wells back online.

AGENDA ITEM NO.8:ADJOURNMENT

Moved by Trustee Rodolph and second by Trustee Hulin to adjourn the meeting.

Mayor put the motion to a roll call vote:

Aye: Rodolph, Hulin, Martinez and Chairman Adams
Nay: None

Chairman declared the meeting adjourned at 6:00 pm

PUBLIC NOTICE OF A REGULAR MEETING
OF THE CITY COUNCIL
TUESDAY, APRIL 16, 2013 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Meeting status: Completed

1. Call to Order

2. Opening Prayer /Pledge Dan Day, Ministerial Alliance

3. Consent Agenda

    A. Consider Approval of Minutes on April 2, 2013
    Public Hearing of April 2, 2013

4. Action Items:

    A. Consider bids for Asphalt Overlay Project

    B. Consider bids for Slurry Seal Project

    C. Consider Staff recommendation regarding Jet A Refueler for Clinton Regional Airport

    D. Consider Resolution No. 812 regarding nomination to Oklahoma Municipal League Board

    E. Consider Resolution No. 813 regarding funding for completion of 2013 Community Development Block Project

    F. Discuss and consider appointment to Ward Three

    G. Discuss conditions of Miniature Golf Course

    H. Consider request from Multi-County Youth Services for financial assistance for forensic Audio/Video Equipment

5. Council Report

6. City Manager's Report

    A. Update on Municipal Filing Period Date

7. Audience Participation

8. Adjournment

Filed this 12th day of April, 2013. Posted on the bulletin board in the lobby of the Clinton City Hall on April 12, 2013 at 2:00 p.m.

_____

Not recorded

MINUTES OF THE CLINTON CITY COUNCIL
APRIL 2, 2013

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, April 2, 2013 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, March 29, 2013.

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

MAYOR: Seth Adams
COUNCIL: Jason Hulin, Don Rodolph, Lucas Martinez
CITY CLERK: Absent
CITY TREASURER: Debra Blanchard
DEPUTY CLERK: Rhonda Williams
CITY ATTORNEY: Ryan Meacham
NEWS MEDIA: Mike Smith, Gerald Green,
OTHERS: David Crabtree, Julie Menge, Stephen Jones, , Gene McCullough, Kris Wermy, Randy Carpenter , Clyde Morgan, Doyle Kinney, Boy Scout Troop 361, Buddy and Jan Wheeler, Dave Felch, Randy Meacham, Phil Marcha, and others

Doyle Kinney opened the meeting with prayer and Caleb Blanchard; Boy Scout Troop 361 led the Pledge of Allegiance.

AGENDA ITEM NO. 3: CONSENT AGENDA

A. Minutes of Regular Meeting of March 19, 2013
B. Consider Claims

Moved by Councilman Hulin and second by Councilman Martinez that Consent Agenda Item No. 3 (a) & (b) be approved.

Mayor put the motion to a roll call vote:

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

Mayor declared the motion carried.

AGENDA ITEM NO. 4 ACTION ITEMS

4A. CONSIDER BIDS FOR A JET A REFUELER FOR THE CLINTON REGIONL AIRPORT

The City received 2 bids for a refueler, Mayor Adams opened the bids and they are as follows:

1. American Refueler bid a 2002 International Truck $ 89, 960.00
2. Omega Aviation Services Inc. bid 2 different refuelers
   (a) 1995 Trail Master $ 49,880 adding new hoses $ 2,400, total bid $ 52,280
   (b) 1998 International $ 54,200 adding new hoses $ 2,500, total bid $ 57, 200

Councilman Rodolph said he would like to refer these bids to staff, Councilman Hulin agreed.

Moved by Councilman Hulin, and second by Martinez that the bids be referred back to staff.

Mayor put the motion to a roll call vote:

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

Mayor declared the motion carried.

B.CONSIDER PROCLAIMATION FOR CUSTER COUNTY RELAY FOR LIFE

Proclamation was read by Mayor Adams and he said we should adopt this proclamation.

Moved by Councilman Martinez and second by Councilman Rodolph

Mayor put the motion to a roll call vote:

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

Mayor declared the motion carried.

C.CONSIDER SUBDIVISION FINAL PLAT OF ROBINSON ADDITION

City Manager Steve Hewitt said the Plat had to be revised and we have a copy here today, it will need to be signed by various people once it is approved. City Manager said after the changes we did not lose any lots and is ready to be approved.

Moved by Councilman Rodolph and second by Councilman Hulin to approve the revised Robinson Plat

Mayor put the motion to a roll call vote:

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

Mayor declared the motion carried.

D.CONSIDER APPOINTMENT TO WARD THREE

The City of Clinton has received one application for Ward Three Councilperson, Mayor Seth Adams announced, the application is from George (Wheeler) Lowry. Mayor Adams said at this time there will not be an appointment. The Mayor announced that the City of Clinton is taking applications; if anyone is interested please get your application in. Councilman Hulin asked when the appointment time would be up and when was the filing period for this seat. Hulin said he was told the filing period was this month. City Manager Steve Hewitt said he believed it was not until June, but he would verify that with the City Clerk. Councilman Rodolph said that most municipal elections were being held today.

E.CONSIDER SPECIAL EVENTS PERMIT REQUEST PERMIT FROM CLINTON HIGH SCHOOL ALUMNI ASSOCIATION AND LUCKY STAR CASINO.

Randy Meacham spoke on behalf of the Alumni Association, he requested that Frisco Avenue from the Frisco Center to 10th Street be blocked off to include the alleys, He said he has spoken with ODOT to request that part of Hiway 183 be rerouted and that was granted. Meacham said that there will be entertainment all afternoon and into the evening until around 10:00P.M. He would like to use various city vacant lots and parking areas for the people who attend. He was also requesting along with a representative of the Lucky Star Casino a food and beverage permit; this would allow the Casino to recoup some of the money they are out for sponsoring the main attraction which is the group The Temptations. Meacham also said that this celebration would be in conjunction with the Chamber's Route 66 Festival. City Manager Steve Hewitt proposed not closing Hiway 183 and put up a 4 way stop just as we did for the Route 66 Festival. Councilman Rodolph said we should grant them what they have asked for to include the closing of Hiway 183 and reroute the traffic.

Moved by Councilman Rodolph and second by Councilman Hulin

Mayor put the motion to a roll call vote:

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

Mayor declared the motion carried.

AGENDA ITEM NO 5.COUNCIL REPORT
None

AGENDA ITEM NO. 6: MANAGER'S REPORT

City Manager, Steve Hewitt said he be checking on the upcoming dates for the filing period and election for the Council. He also said that the Chamber and the Alumni would be working together for the upcoming festivals in May.

AGENDA ITEM NO. 6: AUDIENCE PARTICIPATION

None

AGENDA ITEM NO. 7: 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, Martinez, Adams
Nay: None

Mayor declared the meeting adjourned at 6:25 p.m.

PUBLIC HEARING
TUESDAY, APRIL 2, 2013
CITY HALL
5:30 P.M.

Minutes of a Public Hearing held in the Clinton City Council Room, City Hall on Tuesday, April 2, 2013 at 5:30 P.M. A notice of this meeting with agenda was posted on the bulletin board in the lobby of Clinton City Hall on March 20, 2013 and an ad was placed in the *Clinton Daily News* on March 30, 2013

The public hearing was to discuss the possibility of the City of Clinton submitting a Community Development Block Grant (CDGB) application to the Oklahoma Department of Commerce for 2013 funding.

Mayor/Chairman Seth Adams opened the public hearing by explaining that the Public Hearing gives the public an opportunity to ask questions and make comments regarding the CDBG Application. Adams then turned the meeting over to the City Manager, Steve Hewitt. Hewitt began by first saying that the cost estimate of the project is $750,000, with the grant being up to $ 350,000, leaving the City to fund approximately $ 450,000 of the project. There will be no displacement of people during construction, the city will need 51% of those surveyed to be of low to moderate income to meet the guidelines of the grant and the City can only apply for one grant at a time. Hewitt went on to say, as part of the application process the City has sent out 450 surveys to random households with the City needing 400 returned by April 15, 2013. City Treasurer, Debra Blanchard reported as of this date, April 2, 2013, we have 100 surveys completed and returned to us. Blanchard reminded those who have not returned the surveys to please do so. They can be mailed, or brought to the office or if they would like we could arrange to have them picked up by a City Employee. Blanchard said the finance department has made plans to start calling the customers or go door to door to get the surveys completed.

Several in attendance of this meeting asked questions pertaining to the grant as well as the project itself.

The following information was given as answers to the questions by City Manager Steve Hewitt. The waterline from Canute to Clinton Lake line will be about 5 miles long, the water will be treated before entering the Clinton Lake line. There will be enough produced water to cover our peak usage time, but we will still need to conserve water, but maybe not as restricted as we have been the past two summers. Clinton Lake will only be use should it fill back up at our peak usage time, or in emergency situations, and we continue to work on other means to have additional water available if needed.

The public hearing was adjourned at 5:45p.m.

.

Those present included:

Chairman Seth Adams
Council members: Don Rodolph, Jason Hulin, & Lucas Martinez

City Manager Steve Hewitt
Deputy City Clerk Rhonda Williams Clyde Morgan (SWODA)
Ryan Meacham, Leroy Livesay, Gerald Green, Mike Smith
Debra Blanchard, David Crabtree, Stephen Jones, Doyle Kinney
Chris Wermy, Jeromy Bush, Tracy Yoder, Dave Felch,
Randy Meacham, Jan and Buddy Wheeler, Earl Agan,
Curtis Maloy, Gene McCullough, Phil Marcha, Boy Scout
Troop 361 and others.

BID NOTICE

Notice is hereby given that the City of Clinton, OK is seeking sealed bids for furnishing all necessary materials, equipment, machinery, superintendence, labor, insurance, and other required provisions for:

TYPE C MINIMUM 2" ASPHALT OVERLAY OF VARIOUS STREETS
IN CLINTON, OKLAHOMA

Sealed bids shall be submitted to the Office of the City Clerk, 415 Gary Boulevard, Clinton, Oklahoma, 73601, no later than Tuesday, April 16, 2013 at 5:30 P.M, in a sealed envelope marked "**ASPHALT OVERLAY**". Bids submitted more than 96 hours before the time of the bid opening will be returned unopened to the bidder submitting the same.

Properly submitted bids will be opened for consideration at a regular meeting of the Clinton City Council of Clinton, Oklahoma at 5:30 P.M. Tuesday, April 16, 2013.

All bids shall be firm for 30 days. Bids shall be submitted based upon specifications and contract documents, which may be obtained from the Office of the City Clerk, 415 Gary Boulevard, Clinton, OK. 73601. (580-323-0265)

Bidders shall accompany their bids with a Cashiers or Certified Check issued by a bank satisfactory to the Owner, or a Bid Bond from a reliable Surety in an amount not less than five percent (5%) of the bid submitted as a guaranty that the Bidder will enter into a contract and execute bond and guaranty within twenty (20) days after Notice to Award of contract to him. Bids without the required check or Bid Bond will not be considered.

The successful bidder must furnish Bonds (Payment and Performance) in the amount of 100% of the total contract price. Once awarded, a Pre-Construction meeting will occur prior to the issuance of the Notice to Proceed.

All work must be completed and invoice submitted no later than June 30, 2013.

The Clinton City Council reserves the right to reject any and all bids and to accept the bid which best meets the needs of the City of Clinton.

All bidders are invited to attend the bid opening.

Steve Hewitt
City Manager
City of Clinton, OK.

BID FORM

TYPE C ASPHALT OVERLAY

Overlay 2"Asphalt

Clinton City Streets Overlay for 2013	Width	Length	
5th from Orient to Dougherty	26	1178	_____
Regency	28	2637	_____
30th	44	1639	_____
13th from Modelle to Jaycee	32	1282	_____
13th from Nowahy to Gary	36	1397	_____
Opal from 19th to 20th	32	483	_____
20th from Modelle to Opal	27	667	_____
Trenton	44	2092	_____
Concord	27	330	_____
Camelot	27	1014	_____
5th from Avant to Hayes	27	377	_____
Hayes from 4th to 5th	26	242	_____
Terrace from 4th to 6th	24	510	_____
Hayes from 11th to 13th	29	808	_____
23rd from Modelle to Hayes	30	1635	_____

Total _____

BID NOTICE

Notice is hereby given that the City of Clinton, OK is seeking sealed bids for furnishing all necessary materials, equipment, machinery, superintendence, labor, insurance, and other required provisions for:

SLURRY SEAL OF VARIOUS STREETS
IN CLINTON, OKLAHOMA

Sealed bids shall be submitted to the Office of the City Clerk, 415 Gary Boulevard, Clinton, Oklahoma, 73601, no later than Tuesday, April 16, 2013 at 5:30 P.M, in a sealed envelope marked "**SLURRY SEAL**". Bids submitted more than 96 hours before the time of the bid opening will be returned unopened to the bidder submitting the same.

Properly submitted bids will be opened for consideration at a regular meeting of the Clinton City Council of Clinton, Oklahoma at 5:30 P.M. Tuesday, April 16, 2013.

All bids shall be firm for 30 days. Bids shall be submitted based upon specifications and contract documents, which may be obtained from the Office of the City Clerk, 415 Gary Boulevard, Clinton, OK. 73601. (580-323-0265)

Bidders shall accompany their bids with a Cashiers or Certified Check issued by a bank satisfactory to the Owner, or a Bid Bond from a reliable Surety in an amount not less than five percent (5%) of the bid submitted as a guaranty that the Bidder will enter into a contract and execute bond and guaranty within twenty (20) days after Notice to Award of contract to him. Bids without the required check or Bid Bond will not be considered.

The successful bidder must furnish Bonds (Payment and Performance) in the amount of 100% of the total contract price. Once awarded, a Pre-Construction meeting will occur prior to the issuance of the Notice to Proceed.

All work must be completed and invoice submitted no later than June 30, 2013.

The Clinton City Council reserves the right to reject any and all bids and to accept the bid which best meets the needs of the City of Clinton.

All bidders are invited to attend the bid opening.

Steve Hewitt
City Manager
City of Clinton, OK.

BID FORM

SLURRY SEAL

Clinton City Streets Slurry Seal for 2013	Width	Length	
Nowahy from 16th to 17th	28	335	_____
Nowahy from 6th to 9th	32	1028	_____
Littel from 16th to 20th	25	1402	_____
16th from Nowahy to Dougherty	25	1291	_____
Hayes from 28th to 30th	30	976	_____
Lexington from the Church to the Trenton	27	378	_____

Total _____

Clinton
Hub City of Western Oklahoma

Agenda Commentary

Item Title/ Subject: Jet A Refueler

Staff Source: City Manager, Steve Hewitt

Date: April 12, 2013

Background/Subject Information:

Attending the OAOA/FAA conference this week, Victor Bird, Director, Oklahoma Aeronautics Commission (our last year's OAC grant for runway $500,000), and Ed Agnew, Manager FAA AR/OK ADO just spoke (provided $500,000 for tarmac) and for Clinton to remain a Regional Airport Status Facility, we must have a 5000 foot runway, JetA Fuel, and minimum of 15 based aircraft.

FAA OAC will help us with the Runway grant, once we meet our other criteria. We have 24 based aircraft, but no Jet A fuel. To get future 90% $150,000 per year grants we need to move forward on our criteria. Agnew is willing to help fund us a full permit fueling storage facility if we show commitment. It is the OAC emphasis to get the JetA fueling for the last two Regional Sites, before they are lost.

Now, each week we get a request for Jet A. Weatherford, Elk City, & Burns Flat has Jet A. We lose business and good first impression of professional amenities of our community. It's a commitment City's need to make. Just last week we had a local oil/gas large corporate jet come to Clinton very low in fuel. We didn't have Jet A and we are a Regional Airport. They were forced to fire back up and go to Burn Flat, get fuel and then come back to Clinton for business. This is a safety issue and business view. Our community can give up our Regional Status but that won't help grow us professionally.

This is another needed element for our community. Airport is infrastructure with Economic development. This will help us justify to FAA OAC on our 5 year plan that the runway needs extended from 4300 to 5000. We are one of two Regional Airports left under 5000.

At the national level FAA is hearing talk that they may stop funding small airports that don't have the Regional requirements. Being between Elk City and Weatherford could kill us.

Recommendation:

Airport manager spoke with many different Managers of different airports. See her recommendation which I support.

Price/Cost: $70,996.00 Capital Improvement Fund

Lisa-

After reviewing the submitted bids and researching the pros and cons of each I recommend American Refueler Equipment Co., Inc., 1997 Model F-700.

We did receive a lower bid from Omega Aviation Service Inc.; however, after discussions with other airport managers and FBO owners, I do not feel it is necessarily the best bid. I outlined the reasons below.

1. Omega Aviation Service Inc. sent us bids on **"used"** refuelers. (which means used tank components)

   American Refueler Equipment Co., Inc. sent us bids on **"refurbished"** trucks. This is where the price difference is. When we are talking about refueling $5 million dollar pieces of equipment, I would feel better about having all new parts on our pumping system.

2. Omega's tanks are stainless; however, they are painted.

   American Refueler's tanks are unpainted stainless steel. In the long run, this will save us the maintenance and upkeep on painting of all surfaces.

3. The warranty time on Omega was 60 days on the chassis and tank parts.

   Warranty time on American Refueler is 90 days on the powertrain and **1 year** on the tank and major fueling components. After speaking with several airport operators, this is a major issue. Problems with tank components can easily cost thousands of dollars. The warranty is 3 times as long, and I think this is very important.

4. American Refueler's truck is a gasoline engine and it does contain hydraulic breaks instead of air brakes. I have heard pros and cons on both sides of these issues.- They did give us a bid on another truck that is 5 years newer and a diesel engine, but there was a $19,000 difference.

Lastly, American Refuelers has sold several trucks to various airports in Oklahoma. They have a very good reputation and all of the airports I visited with are extremely happy with the finished product.

RESOLUTION NO. 812

A RESOLUTION OF SUPPORT FOR THE APPOINTMENT OF _____ TO THE DISTRICT TEN SEAT ON THE BOARD OF DIRECTORS OF THE OKLAHOMA MUNICIPAL LEAGUE; DECLARING SAID APPOINTMENT TO BE FOR THE BENEFIT OF THE CITY/TOWN OF CLINTON AND OTHER MUNICIPALITIES WITHIN THE DISTRICT; AND DECLARING THE MISSION OF THE OKLAHOMA MUNICIPAL LEAGUE TO BE FOR THE PUBLIC PURPOSE.

WHEREAS, the City/Town of Clinton recognizes that the Oklahoma Municipal League (OML) is a non-profit member driven organization composed of municipalities from across the State of Oklahoma who work together for their mutual benefit;

WHEREAS, the City/Town of Clinton through its membership with OML, realizes many benefits from the policy and legislative work of the OML, and as a result, supports the mission of OML which is to provide services and programs to its members to assist them in better serving their citizens and communities;

WHEREAS, the City/Town of Clinton is within District ten (10) and as such is represented by an appointee seated within said district;

WHEREAS, the City/Town of Clinton has an interest and desire to resolve its support of the nomination of _____ for District ten (10) seat on the OML Board of Directors;

WHEREAS, the City/Town of Clinton finds that nomination would benefit the City/Town/ of Clinton and the other municipalities within District ten (10) by serving as the individual and collective voice of local government officials in interaction at both the state and national level;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL/TOWN BOARD OF THE CITY/TOWN OF CLINTON, OKLAHOMA:

SECTION 1: That the City/Town of Clinton unequivocally supports the nomination of _____ to serve as the District ten (10) appointee on the Board of Directors of the OML, by finding and declaring that the mission of OML to be for the public purpose and acknowledging that the City/Town of Clinton and other municipalities within District ten (10) will benefit by his/her appointment.

SECTION 2: That should _____ ultimately be appointed to the OML Board of Directors, he/she is specifically authorized and requested to fully participate in said meetings of the Board of Directors and the projects of the same to the ultimate benefit of the City/Town of Clinton.

PASSED, APPROVED AND EFFECTIVE THIS_____

_____
(Mayor's signature)

ATTEST:

_____
(Clerk Signature)

Approved as to form and legality on the _____ day of _____2013

_____
(City/Town Attorney)

OKLAHOMA Municipal League
Champions For Effective Local Government

OKLAHOMA MUNICIPAL LEAGUE, INC.

201 N.E. 23rd Street • Oklahoma City OK 73105

405-528-7515 • 800-324-6651 • 405-528-7560 Fax

TO: District 10 OML Member Municipalities
(Mayor, Manager, Council-members & Clerk)
FROM: Mayor Homer Nicholson, Mayor, City of Ponca City, OML President
SUBJECT: Call for Nominations in District 10
DATE: April 2, 2013

The Board seat representing District 10 on the Oklahoma Municipal League Board of Directors is up for election this year and will be voted on at the May OML Board of Directors meeting. The Honorable Teresa Mullican, Mayor of Elk City, has announced that she will not run for re-election which has resulted in a vacancy for the Board seat.

District 10 is comprised of the following municipalities:

ALTUS
ARAPAHO
BESSIE
BLAIR
BURNS FLAT
BUTLER
CANUTE
CARTER
CHEYENNE
CLINTON
CORDELL
ORN
CUSTER CITY
DILL CITY
EAST DUKE
ELDORADO
ELK CITY
ELMER
ERICK
FOSS
GOTEBO
GOULD
GRANITE
HAMMON
HEADRICK
HOBART
HOLLIS
LONE WOLF
MANGUM
MOUNTAIN PARK
MOUNTAIN VIEW
OLUSTEE
REYDON
ROCKY
ROOSEVELT
SAYRE
SENTINEL
SNYDER
STRONG CITY
THOMAS
WEATHERFORD

The OML By-laws qualifications for Board of Directors state that each member of the Board of Directors shall be an incumbent, elected or appointed official or employee of a General Member. Governance Principles of a Board member include:

A. The Board governs the League with the best interests of all Oklahoma municipalities as its first priority. In conducting its business, the Board maintains its focus on the mission of the League.

B. The Board commits to conducting its business adhering to the highest ethical, legal, and fiduciary standards.

C. A spirit of openness, candor, and mutual respect for the input and opinions of others are critical to the Board's ability to govern effectively. Board members are expected to spend the time necessary to attend meetings and come prepared and informed on the issues.

D. Board members are expected to respect the President's role as the elected head of the Board. The President has a unique responsibility to maintain an open, candid and productive relationship with the Executive Director. Board members are encouraged to communicate directly with Executive Director on any issue, though they are expected to act in ways that do not interfere with the President's role as the primary liaison between the Board and the Executive Director.

F. Board members are expected to actively participate as needed on Board committees and task forces. Attendance at committee and task force meetings is as important as attendance at Board meetings.

The Governance Policy also provides additional information regarding the role of the Board member. If you are interested in additional information on the role of Board member, please feel free to let us know.

Any nomination must be accompanied by an attested resolution of support from the municipality the nominee represents. A sample resolution is attached for your convenience.

Please submit your letter of interest along with an attested resolution to the OML offices, Attention: Nancee Morris to be received no later than **Friday, April 26, 2013.**

If you have any questions or desire additional information, please feel free to contact OML Executive Director Carolyn Stager at the OML offices (1-800-324-6651 or 405-528-7515 if local, Carolyn@oml.org) or myself, Homer Nicholson nichohl@poncacityok.gov

Thank you for your interest!

Clinton
Hub City of Western Oklahoma

RESOLUTION NO. 813

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLINTON, OKLAHOMA, TO PROVIDE FUNDS TOWARD AND FOR THE COMPLETION OF THE 2013 COMMUNITY DEVELOPMENT BLOCK PROJECT.

BE IT RESOLVED, by the City Council of the City of Clinton to provide the amount $400,000.00 as Matching Funds toward the 2013 Community Development Block (CDBG) project.

These funds are made available as listed:

Clinton PWA Fund: $400,000.00

PASSED, APPROVED AND ADOPTED, by the City of Council of the City of Clinton, Oklahoma, State of Oklahoma, this _____ day of April, 2013.

_____
Seth Adams, Mayor

ATTEST:

_____
Lisa Anders, City Clerk

(SEAL)

Clinton
Hub City of Western Oklahoma

Agenda Commentary

Item Title/ Subject: Semi-Restoration of Clinton Miniature Golf Course

Staff Source: Kris Wermy, Parks and Recreation Director

History/Background Information: Between 1934 and 1937, the Federal Emergency Relief Administration, the Civil Works Administration, and the Works Progress Administration helped employ out-of-work citizens of Clinton, Oklahoma with the construction of McLain Rogers Park. The park welcomed visitors, who could enter it directly off Route 66, through an impressive Art Deco style gate with brick piers on either side of Bess Rogers Drive. McLain Rogers Park is important in the recreational and economic development of Clinton between 1934 and 1942 and for its unified design that reflects the New Deal's influence. This design is still evident today.

The 12-acre park has changed very little over the years, still featuring recreational attractions that appeal to local residents and cross-country travelers during the 1930s and 40s. Visitors to the park will find pavilions, a amphitheater, basketball courts, putt-putt golf, a baseball field, picnic tables with grill, playgrounds, a sand volleyball court, amphitheaters, and a pool. Many of the buildings and structures are historic and date from the earliest days of the park. The last Depression era building constructed in the park is the 1941 Highway Patrol Building near the main entrance gate.

Item/Subject Summary: The existing clubhouse isn't attached to the ground, all anchors have rusted away and baseboards are all rotted. Opening the walls from the inside exposed mold throughout and more wood rot. The electrical panel needs to be updated along with lights. The astro turf is peeling up and tearing on all holes. The obstacles rotted and others don't work properly. I have contacted several national and a couple local contractors. None of the local had the time or wanted to take on the project.

Price/Cost: $82,00/ $12,000

Recommendation: First: I recommend that we go with Miniature Golf Solutions out of Ormond Beach, FL. This would give the course a new look, and I believe we would have more return business. With this recommendation, the cost to the City of Clinton would be minimal in the way of labor and it would be professional done.

Second: If the above isn't a viable option, then I believe I can get it done for approximately $12,000.00. We would maintain the current layout and repair what we can handle.

List of Repairs:

- $7,500- Replacing Astro-Turf
- $1,500- New modular clubhouse
- $3,000- Update and repair obstacles and electrical

The prices listed above are estimates and are subject to change.

BAILEY CONSULTING, INC. / MINIATURE GOLF SOLUTIONS

PHONE: (386) 405–0433 FAX: (386) 672–9520 www.miniaturegolfsolutions.com

PROPOSAL

February 1, 2013

Miniature Golf **Attention: Kris Wermy**

Bailey Consulting proposes to furnish all labor and materials necessary to complete the following:

- All course layout per design including topography adjustments.
- Form, place and finish all sidewalks, waiting areas and Eighteen (18) golf holes.
- Golf holes shall include brick edging and putting surface turf.
- 2" – 4" Stone base under all concrete
- 100%ADA accessible
- All artificial rock work per plan
- Stain all faux rock
- Clean site of debris.

Bailey Consulting does not include in this proposal:

- Permitting.
- Demolition and fill
- Landscape including top soil
- Temporary and permanent water and electric.
- Buildings, foundations or footings.
- Parking lots and associated parking lot features.

All work shall be completed in a workman like manner for the sum of:

Eighty Two Thousand Dollars ($82,000.00) U.S. Currencies.
2% binder ($1,640) due upon signing of this proposal.
20% deposit ($16,400) to be made prior to mobilization.

Payments to be made weekly based on a payment schedule, as the work progresses to the value of 90% completion.
The full amount of the contract, including all change orders, to be paid within 15 days of the punch list completion.

Any alterations, additions or deviations from the proposal stipulations involving extra cost of material or labor resources will only be executed upon written change orders for the same. All change orders to be included as part of the revised contract amount. All agreements must be made in writing.

This proposal is good for Thirty (30) days.

Respectfully Submitted, **Date:**

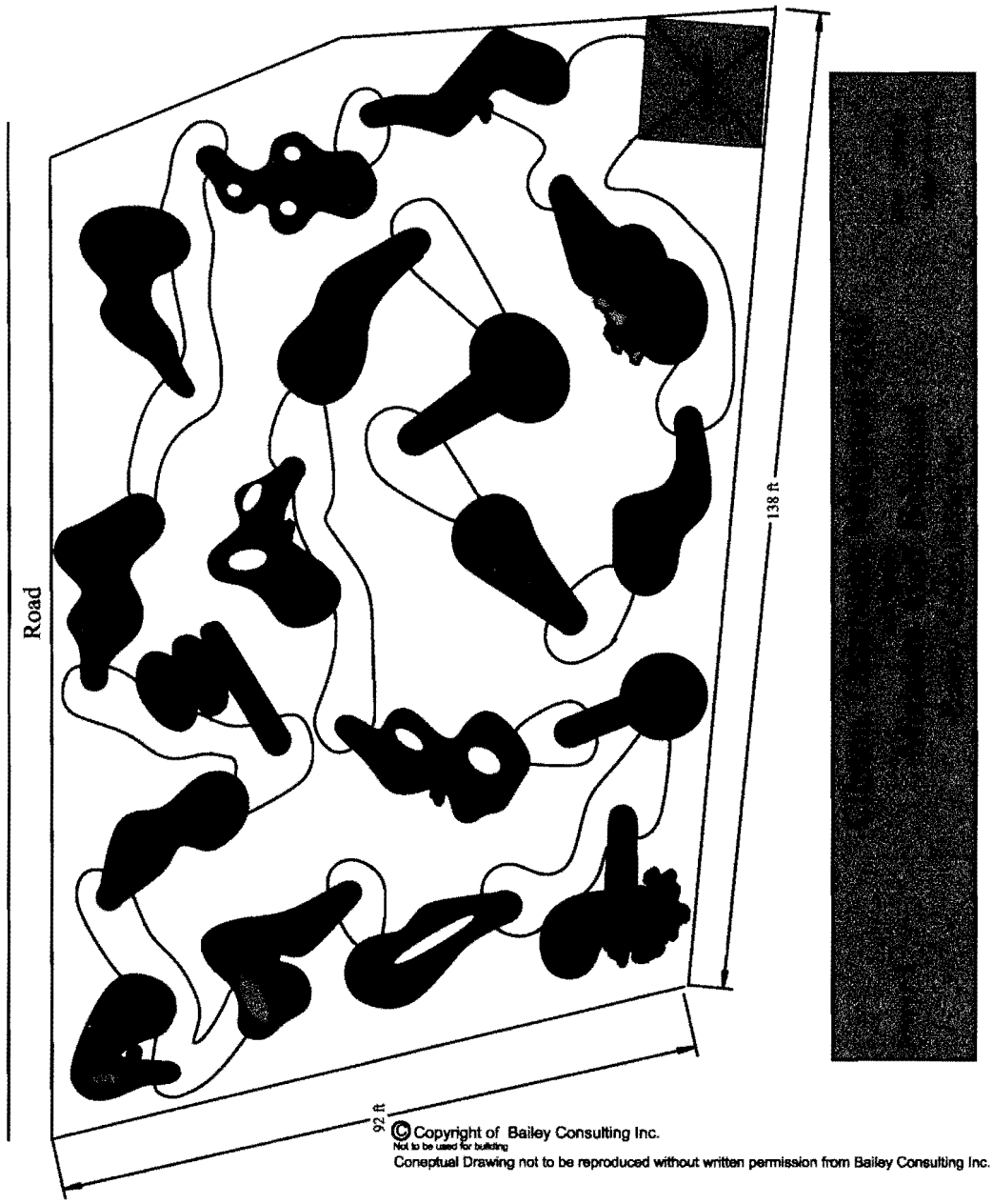
_____ _____

Dave Bailey, Owner

Accepted By: **Date:**

_____ _____

BAILEY CONSULTING, INC.
MINIATURE GOLF SOLUTIONS 3 Fox Run Trail - Ormond Beach Florida - 32174



© Copyright of Bailey Consulting Inc.
Not to be used for building
Coneptual Drawing not to be reproduced without written permission from Bailey Consulting Inc.

Lisa Anders

From: Lisa Anders
Sent: Monday, April 08, 2013 11:30 AM
To: Steve Hewitt
Subject: Election dates and Filing Periods

A couples of months ago I spoke with Ann Brown at the Custer County Election Board to discuss filing periods and election dates. We referred to the Clinton City Charter that states the primary election shall be held every year on the Tuesday in August set by state law for special election. She explained to me that would be possible during odd numbered years but would be different in even number years. She said during even years the filing period would be in April.

It was decided that the filing period would be June 24, 25 and 26th with the election to be held on August 13th. She said the resolution would need to be submitted to the election board no later than June 13th. She also said to include a request to no open Prescient in Washita County due to the fact that there are less than 100 voters residing in the prescient.

I called Ann Brown last week following the Council meeting to confirm again the dates we had discussed for Clinton's filing period. Ann said that had had spoken with the City of Weatherford about setting the filing period for both communities at the same time and she had given out the wrong time frame for Clinton. She did reaffirm the filing period for Clinton has June 24, 25 and 26th with the election on August 13th.

The resolution setting the dates will be presented to the Council at the June 4th meeting.