# PUBLIC NOTICE OF A REGULAR MEETING
# OF THE PUBLIC WORKS AUTHORITY
# TUESDAY, OCTOBER 20, 2015 AT 5:30 PM
# CLINTON CITY HALL

## AGENDA

Source listing: Additional archived meeting dated 2015-10-20
Original source: https://agendas.clintonok.gov/archive/2015/102015/launch.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2015/102015/council.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2015/102015/publicwork.htm

1. Call to Order

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

    A. Consider Approval of Minutes on October 6, 2015

3. Action Items:

    A. Consider Amendment to Task Order #1 amending Professional Service Agreement with Burns & McDonnell

    B. Consider approval of Task Order #2 with Burns & McDonnell to complete Hydrogeological and Engineer Services to identify alternate wells site

    C. Consider approval of Task Order #3 with Burns & McDonnell to complete bid phase service for Water Treatment Plant, Water Treatment Plant Supplemental Pipelines, Golf Course Wells, Golf Course Pipeline, Canute Pipeline, and construction phase…

4. Trustee's Report

5. City Manager's Report

6. Audience Participation

7. Adjournment

    A. Proceed to City Council Agenda

Filed this 16th day of October, 2015. Posted on the bulletin board in the lobby of the Clinton City Hall on October 16, 2015 at 1:45 p.m.

# MINUTES OF CLINTON PUBLIC WORKS AUTHORITY MEETING
# OCTOBER 6, 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, October 6, 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 October 2, 2015.

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

**CHAIRMAN**: Seth Adams
**COUNCIL**: Don Rodolph, Jason Hulin, Lucas Martinez, Wheeler Lowry
**CITY MANAGER:** Mark Skiles
**CITY CLERK**: Lisa Anders
**CITY TREASURER**: Absent
**DEPUTY CLERK:** Absent
**CITY ATTORNEY**: Ryan Meacham
**NEWS MEDIA**: Gerald Green and Mike Smith
**OTHERS:** Gene McCullough, Leon Kinder, Donald Webb, David Crabtree, Jeromy Brush, Julie Menge, Gary Albert, Brian Meiers and others.

Lonnie Burns of the Pentecostal Holiness Church opened the meeting with prayer and Trustee Lucas Martinez led the Pledge of Allegiance.

## AGENDA ITEM NO. 3: CONSENT AGENDA

A. Minutes of Regular Meeting of September 15, 2015
B. Consider Claims

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

Chairman put the motion to a roll call vote:

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

Chairman declared the motion carried.

## AGENDA ITEM NO. 4 ACTION ITEMS

## 4A. ACKNOWLEDGE RECEIPT OF OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY PERMIT NO. WT000020150614 FOR CONSTRUCTION OF 21, 900 LINEAR FEET OF 12 INCH PVC RAW WATER PIPE WITH ALL APPURTENANCES FOR THE GOLF COURSE RAW WATER LINE

Brian Meiers of Burns & McDonnell, explained that the plans for the golf course raw water line were submitted, reviewed and approved by the Oklahoma Department of Environmental Quality. The permit has been issued and is ready for the City to acknowledge receipt of the permit. He said the bid date can be set at the discretion of the City of Clinton.

He also reported that the Canute pipeline specifications have been submitted to DEQ. He said the reverse osmosis plan specifications have been submitted to DEQ and he expected a response in 60 to 90 days.

Trustee Rodolph asked about the pre-bid conference date on the Canute waterline.

Mr. Meiers said we are about two to three weeks out.

Motion was made by Trustee Hulin and seconded by Trustee Martinez to acknowledge receipt of the construction permit for the Golf Course raw water line by the Oklahoma Department of Environmental Quality.

Chairman put the motion to a roll call vote:

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

Chairman declared the motion carried.

**4B. CONSIDER AND TAKE ACTION ON GOLF COURSE WELL BIDS**

Brian Meiers of Burns & McDonnell reported that bids have been received on September 23rd for the golf course well. Two bids were received for the two wells, well house and the elevated platform.

| | | |
|---|---|---|
| Layne Christensen | Hydro Resources Mid-Continent | Engineer's Estimate |
| Guthrie, OK | Garden City, KS | $1,000,000.00 |
| $797,629.00 | $977,880.00 | |

Meiers said both bids were under the engineer's estimate but the recommendation is to award the bid to Layne Christensen.

Trustee Rodolph said he had hoped the bid had been divided up to allow local bids. He was concerned that the contract be such that if the first well is not successful the City does not have to pay for the electrical on the second well. He suggested that City Attorney review the contract to insure the language is in the contract.

Motion was made by Trustee Hulin and seconded by Trustee Martinez to approve the bid from Layne Christensen contingent on the review of the City Attorney regarding wording of the contract about the second well.

Chairman put the motion to a roll call vote:

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

Chairman called the motion carried.

**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 Martinez to adjourn the meeting.

Chairman put the motion to a roll call vote:

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

Chairman declared the meeting adjourned at 5:50 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.**

BURNS McDONNELL

**AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT**
**ENGINEER-OWNER AGREEMENT**
**(Doc. No. AE-6)**

**AMENDMENT No. 1** **Date: October 15, 2015**

**THIS AMENDMENT** modifies Task Order No. 1 dated October 21, 2014, made by and between **Burns & McDonnell Engineering Company, Inc.,** (hereinafter called ENGINEER), and the City of Clinton, Oklahoma (hereinafter called OWNER) for the following Project: Water Supply and Treatment Improvements. For good and valuable consideration, the sufficiency of which is acknowledged, the parties agree to make the following changes to their Agreement.

1. The parties agree that the ENGINEER's Scope of Services is amended as follows:

    1. Delete Scope of Services item 1.4 – Alternate Site Development
    2. Delete Scope of Services item 1.5 – Alternate Site Raw Water Transmission Pipeline
    3. Renumber Scope of Services item "1.3" to "1.4".
    4. Change Scope of Services items "1.6", "1.7", "1.8", "1.9", "1.10", "1.11", "1.12", and "1.13" to "1.5", "1.6", "1.7", "1.8", "1.9", "1.10", "1.11", and "1.12", respectively.
    5. Add Scope of Services item 1.3 as follows:

        "3. Additional Hydrogeological Investigation
            a. Supervision of pump testing and test hole drilling at three (3) locations.
            b. Supervision of drilling activities at thirty-seven (37) locations.
            c. Consolidation of data and preparation of a hydrogeological report summarizing the findings of hydrogeological activities performed.
                i. Provide Concept Development services according to Section 2.2 of the Professional Services Agreement.
                ii. Incorporate OWNER's comments into a Final Report, and furnish one hard copy and one electronic copy to the OWNER."

2. The following adjustments are made to the ENGINEER's compensation:

None.

3. The time for completion of ENGINEER's Services is adjusted as follows:

Design Phase Services are anticipated to be completed with bid-ready plans for submittal to ODEQ within 365 days of Task Order Execution.

4. Other changes to the Agreement, if any, are stated below:

None.

5. The terms of this AMENDMENT supersede any contrary terms of the Agreement. This AMENDMENT will be deemed a part of, and be subject to, all other terms and conditions of the Agreement. Except as modified above, the Agreement will remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT the day and year first written above.

**THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION, WHICH MAY BE ENFORCED BY THE PARTIES.**

| **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 |

BURNS McDONNELL

**TASK ORDER FOR**
**ENGINEER-OWNER AGREEMENT**
**(Doc. No. AE-2 Exhibit A)**

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 hydrogeologic investigation and engineering services associated with the Alternate Well Site, Alternate Pipeline, and Additional Well Site Investigations.

Scope of Services shall be as follows:

1. Generate a summary report of investigation activities completed to date.
2. Complete short-term pumping tests on up to three (3) existing wells:
   2.1. Wells will be identified by Owner or others as being potential water supply sources,
   2.2. Analyze pump test data.
   2.3. Generate a technical memorandum of test results.
3. Additional geophysics investigation:
   3.1. Assist the Owner with contracting a geophysical subcontractor to survey areas of interest.
   3.2. Coordinate with subcontractor contracted by Owner, provide geologic data and direction, and assist with access.
   3.3. Review geophysical data and report to identify locations for test drilling.
4. Complete one (1) test drilling program at selected site:
   4.1. Assist the Owner with contracting a drilling subcontractor.
   4.2. Coordinate and supervise drilling contractor to drill four (4) test borings.
   4.3. Coordinate contractor during short duration (approximately 5 hour) pump tests at each of the four (4) test boring locations.
   4.4. Assist with collection of water quality samples.
   4.5. Evaluate geologic data and analyze pump test data.
   4.6. Generate technical memorandum of investigation results.
5. Program Management:
   5.1. Coordinate project activities.

**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 $170,280, without further authorization.

**3. Other Terms:**

A. The terms of this Task Order supersede any contrary terms of the Engineer-Owner Agreement.

B. 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 |

# Schedule of Hourly Professional Service Billing Rates

| Position Classification | Classification Level | Hourly Billing Rate |
|---|---|---|
| General Office* | 5 | $61.00 |
| Technician* | 6 | $72.00 |
| Assistant* | 7 | $84.00 |
| | 8 | $117.00 |
| | 9 | $130.00 |
| Staff* | 10 | $143.00 |
| | 11 | $158.00 |
| Senior | 12 | $173.00 |
| | 13 | $188.00 |
| Associate | 14 | $201.00 |
| | 15 | $213.00 |
| | 16 | $219.00 |
| | 17 | $225.00 |

**NOTES:**

1. Position classifications listed above refer to the firm's internal classification system for employee compensation. For example, "Associate", "Senior", etc., refer to such positions as "Associate Engineer", "Senior Architect", etc.

2. For any nonexempt personnel in positions marked with an asterisk (*), overtime will be billed at 1.5 times the hourly labor billing rates shown.

3. Project time spent by corporate officers will be billed at Level 17 rate plus 25 percent.

4. For outside expenses incurred by Burns & McDonnell, such as authorized travel and subsistence, and for services rendered by others such as subcontractors, the client shall pay the cost to Burns & McDonnell plus 5%.

5. Monthly invoices will be submitted for payment covering services and expenses during the preceding month. Invoices are due upon receipt. A late payment charge of 1.5% per month will be added to all amounts not paid within 30 days of the invoice date.

6. The services of contract/agency personnel shall be billed to Owner according to the rate sheet as if such contract/agency personnel is a direct employee of Burns & McDonnell.

7. The rates shown above are effective for services through December 31, 2014, and are subject to revision thereafter.

BURNS McDONNELL

**TASK ORDER No. 3 FOR**
**ENGINEER-OWNER AGREEMENT**
**(Doc. No. AE-2 Exhibit A)**

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 bid phase engineering services associated with the Water Treatment Plant (WTP), Canute Pipeline, Golf Course Wells, Golf Course Pipeline, and WTP Supplemental Pipelines and construction phase engineering services associated with the Canute Pipeline and Golf Course Wells per Exhibit A attached.

**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 $253,000, without further authorization.

**3. Other Terms:**

A. The terms of this Task Order supersede any contrary terms of the Engineer-Owner Agreement.
B. ENGINEER will proceed with providing the services set forth herein immediately upon Task Order execution.
C. Completing these services within the timeframe described above and in Exhibit A is contingent upon timely receipt of required information, approvals, reviews, etc.

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 |

EXHIBIT A
Clinton OK Water System Improvements
Bid and Construction Phase Services
for
Bid Phase Services for the Water Treatment Plant (WTP), Golf Course Wells, WTP Supplemental Pipelines, Canute Pipeline, and Golf Course Pipeline and Construction Phase Services for the Golf Course Wells and Canute Pipeline
(excludes RPR Services, Alternate Well Services, Alternate Well Pipeline Services, and the Disposal Well Services)

Engineer shall provide the following services:

1. Bid Phase Services:
   - 1.1 Coordinate bid opening date, time, and place with Owner.
   - 1.2 Maintain a record of prospective bidders and suppliers to whom bidding documents have been issued.
   - 1.3 Provide and distribute CDs of construction contract documents for bidding purposes with hard copies of forms requiring signature.
   - 1.4 Conduct one mandatory pre-bid meeting.
   - 1.5 Distribute the plan holders' list to recipients of bidding documents prior to bid opening.
   - 1.6 Interpret construction contract documents. Prepare and issue addenda to the construction contract documents when required.
   - 1.7 Assist Owner during bid opening. Answer questions during bid opening, prepare tabulation of bids, review submittals, and bids for completeness.
   - 1.8 Prepare and distribute formal bid tabulation sheets, evaluate bids, and make written recommendations to Owner concerning construction contract award.
2. Construction Phase Services:
   - 2.1 Engineer shall prepare and furnish to Owner unsigned conforming copies, based on bid phase, of the construction contract documents for execution by Owner and Contractor. Provide copies of the construction contract documents to the Owner for distribution with the Notice to Proceed to the successful bidder.
   - 2.2 Provide project administration, prepare correspondence, and serve as a liaison between the Owner and Contractor.

2.3 Schedule and conduct pre-construction conference. Prepare and distribute meeting minutes. Meeting will be attended by one representative of the Engineer for each project.

2.4 Participate in the contractor's monthly progress meetings with Owner and Contractor to review the progress of the work and other matters concerning the project via conference call. Contractor will be responsible for preparation and distribution of meeting notes. No visits will be performed for monthly meetings.

2.5 Log, track, respond to, review and approve, or take other appropriate action in respect of Contractor's Compliance Submittals (shop drawings), Samples, and other submittals and data which Contractor is required to submit for general conformity to the Contract Documents. Engineer shall coordinate review of Compliance Submittals with review by Owner.

2.6 Interpret construction contract documents when requested by Owner or the Contractor and reply to requests for information, RFIs.

2.7 Review and process the Contractor's monthly payment requests and forward to Owner if deemed appropriate.

2.8 Review Contractor's documentation and administer the processing of change orders, including applications for extension of the Contract Time. Evaluate the cost and scheduling aspects of all change orders and, where necessary, negotiate with the Contractor to obtain a cost for the work.

2.9 Upon completion of the project, revise the construction contract drawing to conform to the construction records. Submit two full-size black line copies for the revised drawings along with Contractor's record drawings to the Owner for review. Incorporate the Owner's comments and submit one set of full-size set of drawings and one electronic set of drawings in AutoCAD format and PDF for each project to the Owner.

2.10 Review reports from laboratory and field testing and sampling services, including testing laboratory services furnished by Owner, on field tests and test analyses of equipment and materials, including concrete, soil, soil compaction, and asphalt.

2.11 Upon substantial completion notice from Contractor, Engineer shall observe the Work to determine if it is substantially complete and make a recommendation to the

Owner as to the work's being declared substantially complete. The recommendation shall be based on the field observation and on the advice of the OWNER for the pipelines and Engineer for the wells. Records of Engineer's limited observations during construction shall also be utilized. Engineer shall prepare a list of the items to be completed or corrected before final completion of the project is declared. Submit results of the inspection to Owner and the Contractor.

Substantial Completion - Discipline Site Trips and Estimated Hours

| Project | Visits | Hours |
|---|---|---|
| GC Wells | One trip for Electrical and Process | 32 |

2.12 Review project records for outstanding submittal items, transmit pertinent records and files to the Owner, and make recommendation to Owner regarding project closure. Engineer shall coordinate with Owner and Contractor necessary correction of submittals and other items and of the work prior to project closure.

2.13 Receive and review the consent of surety to final payment furnished by the Contractor.

2.14 Provide Discipline Site Visits as follows:

| Project | Visits | Hours |
|---|---|---|
| GC Wells | 4 hydrogeology trips (1 week each) | 160 |
| Pipeline Project | One trip for each of the one pipeline project | 16 |

Discipline site visits shall be up to one-day, to consult with and advise the Owner during the construction period relative to administration of the work and the interpretation of the Contract Documents.

2.15 Provide project management during the construction up to the following durations:

| Project | PM Duration (months) |
|---|---|
| GC Wells | 4 |
| Pipeline | 4 |

## OWNER'S RESPONSIBILITIES

The Owner will furnish, as required by the Services and not at the expense of the Engineer, the following items:

1. Existing property, boundary, easement, right-of-way, and utility surveys, and property descriptions when such information is required, unless acquired directly by the Engineer through subcontracted services.

2. All maps, drawings, reports, records, audits, annual reports, and other data that are available in the files of the Owner and which may be useful in the Services involved under this Agreement.

3. All of Owner's requirements for the Project, including but not limited to, schedule milestones; any financial constraints; and any Owner criteria, standards, design objectives or design constraints.

4. Assistance of the Owner's staff as required in performance of Engineer's services.

5. Obtain access to public and private property when required in performance of the Engineer's services.

6. Obtain required easements and rights-of-way including obtaining title reports and property appraisals with engineering assistance provided by the Engineer.

7. Royalties and fees for patented processes used in the work, except those required to be paid by construction contractors as part of the construction contract.

8. Shop, mill, or laboratory inspection of materials, laboratory and field testing, and field sampling services. The Engineer will review the reports furnished by such laboratories which are required for the construction contract.

9. Permits required for the projects with engineering assistance provided by the Engineer.

10. Payments for review of permits, drawings, and specifications by governmental agencies.

11. Payments for special consultants requested by the Owner.

12. Payments to Contractor in accordance with the terms of the construction contract documents.

13. Legal advertisement of project letting or bid date and such other publications of the "Advertisement for Bids" as desired by the Owner.

14. Execution and distribution of the construction contract documents, including review of the Contractor's insurance certificates and bonds for acceptance by the Owner's legal counsel, and issuing the notices required by the construction contract documents. Insurance and legal services as may be required during the progress of the Projects.

15. Water quality analyses required in performance of the Services.

16. Coordinate with ODEQ.

17. Upon completion or correction of the items of work on the list, Owner will conduct a final inspection to determine if the work is completed (for well and pipeline projects).

# Schedule of Hourly Professional Service Billing Rates

| Position Classification | Classification Level | Hourly Billing Rate |
|---|---|---|
| General Office* | 5 | $61.00 |
| Technician* | 6 | $72.00 |
| Assistant* | 7 | $84.00 |
| | 8 | $117.00 |
| | 9 | $130.00 |
| Staff* | 10 | $143.00 |
| | 11 | $158.00 |
| Senior | 12 | $173.00 |
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| Associate | 14 | $201.00 |
| | 15 | $213.00 |
| | 16 | $219.00 |
| | 17 | $225.00 |

**NOTES:**

1. Position classifications listed above refer to the firm's internal classification system for employee compensation. For example, "Associate", "Senior", etc., refer to such positions as "Associate Engineer", "Senior Architect", etc.

2. For any nonexempt personnel in positions marked with an asterisk (*), overtime will be billed at 1.5 times the hourly labor billing rates shown.

3. Project time spent by corporate officers will be billed at Level 17 rate plus 25 percent.

4. For outside expenses incurred by Burns & McDonnell, such as authorized travel and subsistence, and for services rendered by others such as subcontractors, the client shall pay the cost to Burns & McDonnell plus 5%.

5. Monthly invoices will be submitted for payment covering services and expenses during the preceding month. Invoices are due upon receipt. A late payment charge of 1.5% per month will be added to all amounts not paid within 30 days of the invoice date.

6. The services of contract/agency personnel shall be billed to Owner according to the rate sheet as if such contract/agency personnel is a direct employee of Burns & McDonnell.

7. The rates shown above are effective for services through December 31, 2014, and are subject to revision thereafter.

# PUBLIC NOTICE OF A REGULAR MEETING
# OF THE CITY COUNCIL
# TUESDAY, OCTOBER 20, 2015 AT 5:30 PM
# CLINTON CITY HALL

## AGENDA

Source listing: Additional archived meeting dated 2015-10-20
Original source: https://agendas.clintonok.gov/archive/2015/102015/launch.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2015/102015/council.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2015/102015/publicwork.htm

1. Call to Order

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

3. Consent Agenda

    A. Consider Approval of Minutes of October 6, 2015

4. Action Items:

    A. Consider and take action on purchase of three Police Patrol Units and trade-in of two units

5. Council Report

6. City Manager's Report

7. Audience Participation

8. Adjournment

Filed this 16th day of October, 2015. Posted on the bulletin board in the lobby of the Clinton City Hall on October 16, 2015 at 1:45 p.m.

# MINUTES OF THE CLINTON CITY COUNCIL
# OCTOBER 6, 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, October 6, 2015 at 5:30 p.m. A notice of this meeting with agenda was posted on the bulletin board in the lobby of Clinton City Hall on Friday, October 2, 2015.

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

**MAYOR**: Seth Adams
**COUNCIL**: Don Rodolph, Jason Hulin, Lucas Martinez, Wheeler Lowry
**CITY MANAGER:** Mark Skiles
**CITY CLERK**: Lisa Anders
**CITY TREASURER**: Absent
**DEPUTY CLERK:** Absent
**CITY ATTORNEY**: Ryan Meacham
**NEWS MEDIA**: Gerald Green and Mike Smith
**OTHERS:** Gene McCullough, Leon Kinder, Donald Webb, Jeremy Brush, David Crabtree, Julie Menge, Cameron Lewis, Brian Meiers and others.

Lonnie Burns of the Pentecostal Holiness Church opened the meeting with prayer and Councilman Lucas Martinez led the Pledge of Allegiance.

## AGENDA ITEM NO. 3: CONSENT AGENDA

A. Minutes of Regular Meeting of September 15, 2015
B. Consider Claims

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

Mayor put the motion to a roll call vote:

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

Mayor declared the motion carried.

## AGENDA ITEM NO. 4 ACTION ITEMS

## 4A. CONSIDER AND TAKE ACTION ON OKLAHOMA DEPARTMENT OF TRANSPORTATION INTERGOVERNMENTAL AGREEMENT

City Manager Mark Skiles explained that the agreement is for the maintenance to Gary Boulevard such as replacement of cement panels. The agreement is for $50,000.00 as in past agreements.

Motion was made by Councilman Rodolph and seconded by Councilman Lowry to approve the agreement with ODOT for a intergovernmental agreement.

Mayor put the motion to a roll call vote:

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

Mayor declared the motion carried.

## 4B. CONSIDER REQUEST OF KIWANIS FOR ROAD CLOSING ON OCTOBER 31, 2015

Kiwanis presented a request to close Frisco from 6th Street to 8th Street for the annual costume parade event on October 31, 2015 from 6:00 to 8:00 P.M.

Motion was made by Councilman Hulin and seconded by Councilman Rodolph to close the street on October 31, 2015 as requested.

Mayor put the motion to a roll call vote:

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

Mayor declared the motion carried.

## 4C. CONSIDER REQUEST OF FIRST BAPTIST CHURCH FOR ROAD CLOSING ON OCTOBER 31, 2015

First Baptist Church presented a request to close Frisco from 10th Street to 9th Street for the annual Fall Festival from 2:30 to 7:30 P.M. on October 31, 2015.

Motion was made by Councilman Hulin and seconded by Councilman Rodolph to approve the request of First Baptist Church on October 31, 2015.

Mayor put the motion to a roll call vote:

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

Mayor declared the motion carried.

## 4D. CONSIDER REQUEST OF FIRST UNITED METHODIST CHURCH FOR ROAD CLOSING ON OCTOBER 31, 2015

First United Methodist Church presented a request to close Frisco from 10th Street to 11th Street for the annual Truck or Treat event from 6:00 to 8:00 P.M. on October 31, 2015.

Motion was made by Councilman Rodolph and seconded by Councilman Lowry to approve the request of First United Methodist Church on October 31, 2015.

Mayor put the motion to a roll call vote:

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

Mayor declared the motion carried.

**4E. CONSIDER ADJOURNMENT TO EXECUTIVE SESSION TO DISCUSS THE PURCHASE OR APPRAISAL OF REAL PROPERTY, AS AUTHORIZED BY 25 OKLAHOMA STATE s 307(B) (3)**

Motion was made by Councilman Lowry and seconded by Councilman Hulin to go into executive session to discuss the purchase or appraisal of real property and include the City Manager and City Attorney.

Mayor put the motion to a roll call vote:

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

Mayor declared the meeting in executive session at 5:55 P.M.

**RECONVENE**

Motion was made by Councilman Hulin and seconded by Councilman Martinez to enter back into regular session.

Mayor put the motion to a roll call vote:

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

Mayor declared the meeting in regular session at 6:10 P.M.

Mayor declared no action taken.

**AGENDA ITEM NO 5.COUNCIL REPORT**

None

**AGENDA ITEM NO. 6: MANAGER'S REPORT**

None

**AGENDA ITEM NO. 7 : AUDIENCE PARTICIPATION**

None

**AGENDA ITEM NO. 8: ADJOURNMENT**

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

Mayor put the motion to a roll call vote:

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

Mayor declared the meeting adjourned at 6:15 p.m.

Clinton
Hub City of Western Oklahoma

# *Agenda Commentary*

**Item Title/ Subject: police patrol units**

**Staff Source: D.E. Crabtree, Chief of Police**

**History/Background Information: scheduled replacement of police vehicles. Three units to be purchased, two units will be traded in. The vehicles that are to be traded are a 2005, 2006 Ford police interceptors.**

**Price/ Budgeted: $ 24,974.00 per unit total 74,922.00 state contract pricing for three 2016 Ford police package units. The two used police units' trade in value for both units is $ 1500.00. Therefore the price will be $ 73,422.00. This does come in below the budgeted amount.**

**Recommendation: The city recommends that we purchase the vehicles from Mckinsey Ford for the state contract price, with the trade in amount.**