(This item is placed on the agenda so the Clinton City Council, by unanimous consent, can designate those routine items they wish to be approved by one motion. If an item does not meet the approval of all members, that item will be heard in regular order.)

PUBLIC NOTICE OF A REGULAR MEETING OF THE CITY COUNCIL TUESDAY, FEBRUARY 15, 2022 AT 5:30 PM CLINTON CITY HALL

AGENDA

Source listing: 02/15/2022 Meetings
Original source: https://agendas.clintonok.gov/archive/2022/021522/launch.html
Original authority agenda: https://agendas.clintonok.gov/archive/2022/021522/IA021522.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2022/021522/RA021522.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2022/021522/RM021522.htm

1. CALL TO ORDER, OPENING PRAYER/PLEDGE OF ALLEGIANCE
    A. Donald Miller, Post Commander, American Legion, Post 41
2. CONSIDER APPROVAL OF CONSENT AGENDA
    A. Minutes of the February 1, 2022 Regular Meeting ;
3. DISCUSSION, CONSIDERATION, AND POSSIBLE ACTION REGARDING
    A. Ordinance 1013 – An Ordinance of the City Council of the City of Clinton, OK. Amending Title 7, Chapter 5, Section 9, of the Code of the City of Clinton, Oklahoma, to Provide a Definition for “Designated Areas”, Providing for the severability…
    B. Management Services Agreement Between the Clinton Recreational Authority, an Oklahoma Public Trust, & the City of Clinton, an Oklahoma Municipal Corporation and West Texas Turf, LLC, a Texas Limited Liability Company. Management Services Agreement…
4. NEW BUSINESS (If any, pursuant to Section 311.9 of the Oklahoma Open Meeting Act.)
5. COUNCIL COMMENTS
6. CITY MANAGER’S COMMENTS
7. AUDIENCE PARTICIPATION (According to Audience Participation Decorum Guidelines at Clinton City Council Public Meetings effective: 2/14/2017)
8. ADJOURN

Filed this 11th Day of February, 2022. Posted on the bulletin board in the lobby of the Clinton City Hall on February 11, 2022 at 12:00 p.m.

MINUTES OF THE CLINTON CITY COUNCIL REGULAR MEETING
FEBRUARY 1, 2022

Minutes of the meeting of the Mayor and Council of the Clinton City Council, City of Clinton, Oklahoma, Custer County, held in the City Council Room, City Hall on Tuesday, February 1, 2022, 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 January 28, 2022, at 5:00 P.M.

Mayor David Berrong called the meeting to order at 5:32 p.m. and welcomed the Boy Scout Troop 361 to the meeting with the following present:

MAYOR: David Berrong
COUNCILMEN*:* Patch McComas, Ernie Dowdell, Arthur Lloyd (absent), Ernesto Villanueva
MANAGER: Robert Johnston
CITY TREASURER: Debra Blanchard
CITY ATTORNEY: Ryan Meacham
CITY CLERK: Amy Jones
NEWS MEDIA: Kelcie Hartley-Wolfe, Logan Mosier
OTHERS: Gene McCullough, Brett Russell, Donnie Phipps, Samantha Aispuro, Paul Rinkel, Don Miller, Jeff Johnson, Tyler Wolfe, Doris Scarlett, Boy Scout Troop 361, and others.

Jeff Johnson, First Christian Church opened the meeting with prayer and Don Miller, Post Commander. American Legion Post 41 led the Pledge of Allegiance

AGENDA ITEM NO. 2: CONSENT AGENDA

A. Minutes of the January 26, 2022, Special Meeting
B. Minutes of the Economic Development Authority January 26, 2022;
C. Consider Claims
D. Acknowledgement of Receipt of Letter from Sparklight dated January 24, 2022, Regarding Rate Increase

Motion was made by Councilman McComas and seconded by Councilman Dowdell that the Consent Agenda Items be approved.

Mayor put the motion to a roll call vote:

Aye: Dowdell, McComas, Villanueva, Berrong
Nay: None

Mayor declared the motion carried.

AGENDA ITEM NO. 3 DISCUSSION, CONSIDERATION AND POSSIBLE ACTION ITEMS:

A. **Burns and McDonnell Task Order No. 19 Engineer-Owner Agreement Scope of Work: Chemical Feed Concept Design**

Mayor Berrong referred to City Manager Johnston and Public Works Director Gene McCullough regarding the Burns and McDonnell Task Order No. 19 Engineer - Owner Agreement Scope of Work: Chemical Feed Concept Design. Public Works Director McCullough stated that this is the engineering of the plan/design for safe storage of the chemicals. He stated that the plan has been in the works, and this is intended to finalize a plan. Councilman McComas asked about the timeline for the project. PWA Director McCullough anticipates that engineering will take about 3 months and then the project will probably take about 1 year to complete.

The motion was made by Councilman Dowdell and seconded by Councilman McComas to approve the Burns and McDonnell Task Order No. 19 Engineer -Owner Agreement Scope of Work: Chemical Feed Concept Design for $36,850.

Mayor put the motion to a roll call vote:

Aye: Dowdell, McComas, Villanueva, Berrong
Nay: None

Mayor declared the motion carried.

AGENDA ITEM NO. 5 COUNCIL COMMENTS

None

AGENDA ITEM NO. 6 CITY MANAGER'S COMMENTS

City Manager Johnston welcomed the Boy Scout Troop 361 to the meeting. He reported to the Council that he would be out of town the rest of this week for an out of state funeral. Fire Chief Russel will serve as acting city manager in his absence. There has been progress on the Twin Oaks Ridge Addition with: the developers' application for rezoning going before the Planning & Zoning Board at a special meeting on 2/16/22, the DEQ permit application for the waterline has been submitted for approval, and the final plat being ready for approval soon. Also, an ordinance more clearly prohibiting parking in residential front yards and an ordinance updating the purchasing policy may also coming before the Council soon.

AGENDA ITEM NO. 8: ADJOURNMENT

Moved by Councilman Dowdell and seconded by Councilman Villanueva to adjourn the meeting.

Mayor put the motion to a roll call vote:

Aye: Dowdell, McComas, Villanueva, Berrong
Nay: None

Mayor declared the meeting adjourned at 5:41 P.M.

_____
Date Approved

_____
David D. Berrong, Mayor

ORDINANCE NO. 10 13

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLINTON, OKLAHOMA, AMENDING TITLE 7, CHAPTER 5, SECTION 9, OF THE CODE OF THE CITY OF CLINTON, OKLAHOMA, TO PROVIDE A DEFINITION FOR "DESIGNATED AREAS", PROVIDING FOR THE SEVERABILITY THEREOF, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council believes it is appropriate to amend Title 7, Chapter 5, Section 9 of the Clinton City Code to include additional clarity regarding the parking of automobiles in the front yard of residential areas;

NOW THEREFORE, be it ordained by the City Council of the City of Clinton, Oklahoma:

Section 1: That Title 7, Chapter 5, §7-5-9 shall be amended to include the following underlined language:

7-5-9: PARKING IN FRONT YARDS:
It is unlawful to park a vehicle on the grass in the front yard of a lot used for residential purposes. This section does not apply to parking in areas designated to satisfy off street parking requirements.

"Areas Designated to Satisfy Off Street Parking" shall mean: an improved area used as a means of ingress and egress, not exceeding twenty four feet in width and being coterminous with the traveled portion of the public or private road right of way, provided that the improved area shall not occupy over forty percent (40%) of the total required front yard which is required by Title 11, Chapter 5 of this Code.

Section2:

All Ordinances, or parts of Ordinances, in conflict with the provisions of this Ordinance are hereby repealed and replaced.

Section 3:

If any one or more of the sections, sentences, clauses or parts of this ordinance, chapter, or section shall for any reason be held invalid, the invalidity of such section, clause or part shall not affect or prejudice in any way the applicability and validity of any other provision of this ordinance.

Section 4:

Effective Date:

This Ordinance shall be effective July 1, 2022, from and after its passing, approval and publication.

PASSED, APPROVED and ADOPTED THIS _____ day of _____, 2022.

_____
MAYOR

_____
CITY CLERK

DRAFT

MANAGEMENT SERVICES AGREEMENT BETWEENT THE CLINTON RECREATIONAL AUTHORITY & THE CITY OF CLINTON, OKLAHOMA AND WEST TEXAS TURF

This Management Services Agreement ("Agreement") is made by and between the Clinton Recreational Authority, an Oklahoma Public Trust and the City of Clinton, Oklahoma, an Oklahoma Municipal Corporation, hereinafter collectively referred to as "City," and West Texas Turf LLC, a Texas Limited Liability Company, hereinafter referred to as "Manager."

WHEREAS, the City of Clinton owns and operates an eighteen-hole golf course known as Riverside Golf Course of Clinton, hereinafter referred to as the "Facility"; and,

WHEREAS, the City needs a professional manager to assume responsibility for the complete operation of the Facility, including, but not limited to, general administration, facility and equipment operation and maintenance, and Pro Shop and food service management; and,

WHEREAS, the professional manager is needed to provide the maintenance and operation of the Facility at a service level equal to or better than that being provided to competitive courses in the Clinton area; and,

WHEREAS, Manager represents that he is familiar with the revenue needs of the City from the Facility and the uses to which the Facility is committed; and,

WHEREAS, Manager assures the City that he has expertise with respect to successful and efficient management and operation of golf course facilities; and,

WHEREAS, the City deems this Agreement and the services to be performed hereunder to be unique as a professional services contract and desires to engage Manager to provide the services described hereunder; and,

WHEREAS, Manager desires to accept such engagement, pursuant to the terms and conditions contained herein.

NOW, THEREFORE, for an in consideration of the foregoing, the mutual covenants and promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1
DEFINITIONS

For the purposes of this Agreement, the following terms have the meanings referred to in this Section unless the context in which the word or phrase is used requires a different definition.

DRAFT

DRAFT

1.1 Agreement. This Management Agreement, together with all exhibits attached hereto, each of which are incorporated herein as an integral part of this Agreement.

1.2 Capital Expenditures. All expenditures for golf cart leasing and HVAC repair or replacement. Additionally, all building additions, alterations, repairs or improvements and purchases of additional or replacement furniture, machinery or equipment, where the cost of such is greater than Two Thousand Five Hundred Dollars ($2,500.00) and the depreciable life of the applicable item is in excess of five (5) years.

1.3 City Attorney. The chief legal counsel for the City appointed by the City Council.

1.4 City Clerk. The Clerk for the City.

1.5 City Manager. The administrative head of the City, appointed by the City Council.

1.6 Concession Agreements. Vendor, concessions and merchandising agreements, user/rental agreements, booking commitments, and all other contracts or agreements generating revenue for the Facility and entered into in the ordinary course of managing and operating the Facility.

1.7 Contract Administrator. The Contract Administrator will coordinate and communicate with the Manager and will manage supervise the execution and completion of the Scope of Services in Exhibit "A" and the compliance of the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, Manager may rely on the instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.

1.8 Effective Date. The Effective Date of this Agreement is the date upon which a fully executed original agreement, including all Exhibits and insurance certificates required, is received by the City.

1.9 Emergency Repair. The repair of a condition which, if not performed immediately, creates an imminent danger to persons or property and/or an unsafe condition at the Facility threatening persons or property.

1.10 Facility. The Facility shall have the meaning ascribed to such term in the Recitals and shall be deemed to include all areas of the golf course, less and except the restaurant section of the clubhouse.

1.11 FF&E. The furniture, fixtures and equipment currently used or procured for use at the Facility, as identified in Ex E.

1.12 Fixed Management Fee. The fixed monthly fee the City shall pay to Manager under this Agreement.

1.13 General Manager. The employee of Manager acting as the full-time on-site general manager of the Facility.

1.14 Incentive Fee. A fee the Manager may be eligible to receive after the first year of this Agreement and which is based on the Manager's performance in the prior year.

1.15 Operating Budget. A lineitem budget for the Facility that includes a projection of Revenues and Operating Expenses; presented on an annual basis or as requested by the City Manager and/or City Treasurer .

1.16 Operating Expenses. All expenses incurred by Manager in connection with its operation, promotion, maintenance and management of the Facility, including, but not limited to: (i) employee payroll, benefits, relocation costs, severance costs, bonuses and related costs, (ii) cost of operating supplies, including general office supplies, (iii) advertising, marketing, group sales and public relations costs, (iv) course maintenance expenses, (v) printing and stationary costs, (vi) postage and freight costs, (vii) equipment rental costs, (viii) minor repairs, maintenance, and equipment servicing, (ix) security expenses, (x) telephone and communication charges, (xi) cost of employee uniforms and identification, (xii) office expenses, (xiii) audit and accounting fees,(xiv) legal fees, (xv) all bond and insurance costs, (xvi) cost of obtaining licenses and permits, (xvii) cost of food and beverage products, licenses and other costs relating to staffing and performing food and beverage services at the Facility, (xviii) commissions and all other fees payable to third parties, (xix) cost of complying with any laws, (xx) costs incurred by Manager to settle or defend any claims asserted against Manager arising out of its operations at the Facility, (xxi) costs incurred under Service Contracts and other agreements relating to Facility operations and management, and (xxii) taxes.

1.17 Operating Year. Each twelve (12) month period commencing on July 1, and ending on June 30. EXCEPTION: The first Operating Year of this Agreement shall begin on the 1st___day of ____March_____ , 2022 and shall end on June 30, 2022-3. In accordance with paragraph 4.1 below, City will consider up to two (2) one-year extensions to this Agreement, beginning July 1, 2023 and July 1, 2024.

1.18 Revenue. All revenues generated by Manager's operating of the Facility.

1.19 Service Contracts. Agreements for services to be provided in connection with the management and operation of the Facility, including, without limitation, (i) agreements for web development and maintenance, (ii) computer support services, (iii) FF&E purchasing services, (iv) engineering services, (v) general maintenance, (vi) HVAC maintenance, (vii) telephone, (viii) staffing personnel, (ix) extermination, (x) equipment, (xi) safety equipment, (xii) snow removal, and other services which are deemed by Manager to be either necessary or useful in operating the Facility.

1.20 Taxes. Any and all government assessments, franchise fees, excises, license and permit fees, levies, charges and taxes, of every kind and nature whatsoever, which at any time during the Term may be assessed, levied or imposed on, or become due and payable out of or in respect of (i) activities conducted by Manager on behalf of the City at the Facility, including, without limitation, the sale of concessions, the sale of memberships, the charging of green and other fees, rentals, use taxes, excise taxes, employment taxes and withholding taxes, (ii) any payments received from any holders of a leasehold interest or license in or to the Facility, from any guests or from any other using or occupying all or any part of the Facility.

DRAFT

ARTICLE 2 SCOPE OF SERVICES

2.1 Manager shall be responsible for Golf Course Operations at the Facility including, but not limited to all work identified in this Agreement and in the Scope ofServices found in Exhibit "A." Exhibit "A" is a description of Manager's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, as well as all labor, materials, equipment and tasks which are such an inseparable part of the work describedthat exclusion would render performance by the Manager impractical.

2.2 Manager acknowledges that the Contract Administrator has no authority to make changesthat would increase, decrease, or otherwise modify Exhibit "A."

2.3 Manager's performance shall be measured as provided in Exhibit "B."

ARTICLE 3 COMPENSATION

3.1 Fixed Management Fee. In consideration of Manager's performance of its services hereunder, City shall pay Manager an annual Fixed Management Fee in the amount of four hundred twenty five thousand, four hundred and forty three#### Dollars ($425,443.####.00). The annual Fixed Management Fee shall be payable to Manager in twelve (12) equal installments, beginning on the Effective Date and payable on the first day of each month thereafter, prorated as necessary for any partial months. Manager acknowledges and agrees that the annual Fixed Management Fee is the maximum payable for management services and constitutes a limitation on the City's obligation to compensate Manager for its services related to this Agreement; however, this does not constitute a limitation of any sort upon Manager's obligation to perform all items of work required by or which can be reasonably inferred from Exhibit "A."

3.2 Incentive Fee. Should the Term of this Agreement be renewed, beginning in the second year, Manager may be eligible for an Incentive Fee. The Incentive Fee shall only be payable if the Facility is making a profit. The maximum annual Incentive Fee for year two shall be five percent (5%) of the City's receipts from the Facility. The Incentive Fee shall be payable to Manager in twelve installments and shall be based on the previous month's receipts. Manager shall bill the City in the same manner provided for billing of the Fixed Management fee outlined in Paragraph 3.4 below.

3.3 Additional Manager Income and Required Disbursements.

3.3.1 The Manager shall receive during the Term of this Agreement all income from (i) the sales and rental of golf merchandise, the same to be purchased at Manager's own cost and expense; (ii) the charges for repairs to golfers' personal equipment and supplies used and sold in the repair shop, which repair shop the Manager shall equip and maintain at

Manager's own cost and expense; and (iii) golf lesson fees to be fixed by the Manager andwhich shall reflect the Manager's reputation and experience.

DRAFT

3.3.2 Manager shall be responsible for the costs of operating the driving range and food and beverage concessions. The City shall receive 100 percent (100%) of the driving range revenue Manager shall pay the City ~~(i) five percent (5%) of all incomefrom the operation of the driving range~~; ~~(ii)~~ (i) five percent (5%) of the gross sales generated from all food and beverage concession and any vending machines, all of which shall be purchased at the Manager's own cost and expense; and (ii) one hundred percent (100%) of all other revenue and income not specifically identified in this subsection.

3.3.3 Manager shall collect all fees including, but not limited to, green fees, membership dues and golf cart rentals. Manager shall pay any associated credit card processing fees. Within two (2) banking days of collection, the Manager shall provide these funds to the City Clerk. All receipts due to the City shall be deposited intact by the Manager and shallnot be used for petty cash expenditure or other reimbursable expenses.

3.4 Method of Billing and Payment.

3.4.1 Manager may submit invoices for Fixed Management Fees no more than one (1) time per month. An invoice shall be due within fifteen (15) days of the end of each month. Invoices shall generally be paid within thirty (30) days.

3.4.2 To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and Oklahoma law and must be submitted on the form and pursuant to instructions prescribed by the Contract Administrator. Payment may be withheld for failure of the Manager tocomply with a term, condition or requirement of this Agreement.

3.4.3 Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

3.4.4 Payment shall be made to Manager at the address provided herein.

ARTICLE4
TERM AND TERMINATION

4.1 Term. The Term of this Agreement ("Term") shall begin on the Effective Date and, unless sooner terminated as provided for herein, shall expire on the last day of June, 2022. This agreement shall automatically renew on July 1st, 2022, and shall expire on the last day of June 2023. In accordance with paragraph 1.17 above and in the event City decides to continue its engagement of the Manager beyond the Term, the parties shall negotiate a contract amendment which shall be executed by the parties and attached hereto at least sixty (60) days prior to the expiration of this Agreement.

DRAFT

4.2 Termination. This Agreement may be terminated:

4.1.1 By either party for any reason upon ninety (90) days written notice to the other party;

DRAFT

4.2.1 By either party, upon ten (10) days written notice to the other party if the other party fails to perform or comply with any of the material terms, covenants, agreements or conditions herein, and such failure is not cured during such ten (10) day notification period; provided, however, that if such failure cannot reasonably be cured within such ten (10) day period, then a longer period of time shall be afforded to cure such breach, up to a total of ninety (90) days, provided that the party in default is diligently seeking a cure and the non-defaulting party is not irreparably harmed by the extension of the cure period;

4.2.2 By either party immediately upon written notice to the other party if the other partyfiles bankruptcy proceedings, has been or is being judged bankrupt or insolvent, or if any receiveror trustee of all or any part of the business property of the other party shall be appointed, or if either party shall make an assignment of its property for the benefit of creditors or shall file a petition in bankruptcy or insolvency, or shall apply for bankruptcy under the bankruptcy or insolvency laws now in force or hereinafter enacted, Federal, State or otherwise, or if such petition shall be filed against either party;

4.2.3 By the City Manager upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect public health, safety or welfare; or

4.2.4 By the City, for cause, upon ten (10) days written notice to Manager. Cause includes, but shall not be limited to, Manager's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

4.3 Effect of Termination. Upon termination or expiration of this Agreement:

4.3.1 The City shall pay all amounts due and owing up to the date of termination (subject to pro-ration if the Term ends on other than at the end of the Operating Year). The City shall holdany amounts due Manager until Manager vacates the Facility and has returned and/or turned over all documents and property to be returned and/or turned over under the terms of this Agreement.

4.3.2 Upon termination or expiration of this Agreement, (i) Manager shall promptly discontinue the performance of all services hereunder, (ii) Manager shall make available to the City all data, electronic files, documents, procedures, reports, estimates, summaries and other such information and materials with respect to the Facility as may have been accumulated by Manager in performing its obligations hereunder, whether completed or in the process, and (iii) Manager shall promptly vacate the Facility and surrender any keys or codes required for entry into or onto any portion of the Facility.

ARTICLE 5 OWNERSHIP; USE OF THE FACILITY

5.1 Ownership of Facility, Data, Equipment and Materials.

5.1.1 The City will at all times retain ownership of the Facility, including but not limited to real estate, equipment, furniture, displays, fixtures and similar property, including

improvements made during the Term, at the Facility, and shall be returned to the City upon expiration or other termination of this Agreement.

5.1.2 Any and all reports, photographs, surveys, data or documents, provided or created in connection with this Agreement are and shall remain the property of the City, and shall be returned to the City upon expiration or other termination of this Agreement. Additionally, if a copyright is claimed, Manager grants to City a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works and to make and distribute copies to the public.

5.1.3 Notwithstanding the above, City shall not have the right to use any third-party software licensed by Manager for general use by Manager at the Facility and other facilities managed by Manager, the licensing fee for which is charged to the Manager; such software may be retained by Manager upon expiration or termination hereof.

5.1.4 Any improvements, alterations, additions or changes to the Facility shall be subject to prior written approval of the City Manager or the City Council. Manager shall be responsible for the securing of applicable permits and compliance with such terms and conditions as may be imposed by the City or other government, agency or organization with jurisdiction over an issue. All alterations, additions or changes shall immediately vest and be vested in the City at all times during and after the Term of this Agreement.

5.2 Rights of Use by Manager. The City hereby gives Manager the right and license to use the Facility, and Manager accepts such right of use, for the purpose of performing the services herein specified, including the operation and maintenance of all physical and mechanical facilities necessary for, and related to, the operation, maintenance and management of the Facility. The City shall provide Manager with a sufficient amount of suitable office space in the Facility and with such office equipment as is reasonably necessary to enable Manager to perform its obligations under this Agreement. Prior to use by the Manager, the parties will perform an inspection and document the current condition of the Facility.

5.3 Observance of Agreements. The City agrees to pay, keep, observe and perform all payments, terms, covenants, conditions and obligations under any agreements to which the City is bound in connection with its ownership of the Facility.

5.4 Use by City. The City shall, upon reasonable prior notice to the Manager, have the right to full use of the Facility or any part thereof for events and meetings at no cost to the City. Manager shall assume set up and clean up responsibilities for said events or meetings.

5.5 Use by Others. Certain civic groups currently use space in the Facility for meetings. Subject to availability, Manager shall continue to accommodate those civic groups. Such use shall

DRAFT

(i) not compete with or conflict with the dates previously booked by Manager for paying events and (ii) be booked in advance upon reasonable notice to Manager.

ARTICLE 6 PERSONNELAND OPERATIONS

6.1 Generally. All Facility staff and other personnel shall be engaged or hired by Manager, and shall be employees, agents or independent contractors of Manager (or an Affiliate thereof), and not of the City. Manager shall select, in its sole discretion, the number, function, qualifications, and compensation, including salary and benefits, of its employees and shall control the terms and conditions of employment (including, without limitation, termination thereof) relating to such employees. Manager agrees to use reasonable and prudent judgment in the selection and supervision of such personnel. The City specifically agrees that Managershall be entitled to pay its employees, as an Operating Expense, bonuses and benefits in accordance with Manager's then current employee manual, which may be modified by Manager from time to time in its sole discretion.

6.2 General Manager. Personnel engaged by Manager will include an individual with managerial experience in similar facilities to serve as a full-time on-site General Manager of the Facility. The General Manager will have general supervisory responsibility for Manager and will be responsible for day-to-day operations of the Facility, supervision of employees, and management and coordination of all activities associated with events taking place at the Facility.

6.3 Solicitation/Hiring. Manager shall be required to consider for employment any qualified personnel currently working for the City at the Facility.

6.4 Hours of Operation: The Pro Shop shall be open at least 30 minutes before sunrise each day and shall remain open until at least 30 minutes after sunset each day. The golf course shall be open and ready for play by sunrise each day, unless inclement weather prevents the course from being open

6.5 Membership: City shall provide Manager with a current roll of members and municipal employees who are entitled to play golf without charge. If Manager intends to issue new member numbers or deal with memberships in another manner (key card, fob, etc), Manager shall allow 30 days to convert system. Manager explicitly agrees to continue to honor City's policy of allowing municipal employees to play for fee.

ARTICLE 7 OPERATING BUDGET

7.1 Establishment of Operating Budget. Attached hereto as Exhibit "C," is the Operating Budget for the first Operating Year, which Operating Budget is hereby approved by both Manager and City. Manager agrees that at least sixty (60) days prior to the commencement of each subsequent Operating Year in respect of such year, it will prepare and submit to the City its proposed Operating Budget for such year. Each annual Operating Budget shall include Manager's good faith projection of Revenues and Operating Expenses, presented on a monthly and annual basis, for the upcoming Operating Year. The City agrees to provide Manager with all information in its possession necessary to enable Manager to prepare each Operating Budget. The City acknowledges that notwithstanding the Manager's experience and expertise in relation to the operation of facilities

DRAFT

similar to the Facility, the projections contained in each Operating Budget are subject to and may be affected by changes in financial, economic and other conditions and circumstances beyond the Manager's control and may be amended appropriately.

Approval of Operating Budget. Each annual Operating Budget shall be subject to the review and approval of the City. In order for the City to fully evaluate and analyze such budgets r any other request by Manager relating to income and expenses, Manager agrees to provideto the City such reasonable financial information relating to the Facility as may be requested by the City from time to time. If extraordinary events occur during any Operating Year that could not reasonably be contemplated at the time the corresponding Operating Budget was prepared, Manager may submit an amendment to such budget for review and approval by the City. If the City fails to approve any annual Operating Budget (or any proposed amendment thereto), the City shall promptly provide 1-fanager the specific reasons therefor and its suggested modifications to Manager's proposed Operating Budget or amendment in order to make it acceptable. The parties shall then engage in good faith discussions and use reasonable commercial efforts to attempt to resolve the matter to the mutual satisfaction of the parties.

7.2 Adherence to Operating Budget. Manager shall manage and operate the Facility in accordance with the Operating Budget. Without the prior consent of the City, Manager shall not exceed, commit or contract to expend any sums in excess of the aggregate amounts allowed in the Operating Budget or otherwise approved. by City, except for (i) additional expenditures necessary to perform an Emergency Repair, in which event Manager shall notify City prior to making such repair, Manager agrees to notify the City within thirty
(30) days of any significant change or variance in the bottom line number in the Operating Budget, and any material increase in total Facility expenses from that provided for in the Operating Budget.

ARTICLE 8
PROCEDURES FOR HANDLING INCOME

8.1 Deposit with City. All revenue derived from operation and management of the Facility and due to the City shall be deposited by Manager with the City Clerk as soon as practicable uponreceipt, but not less often than once each business day.

ARTICLE 9
FISCAL RESPONSIBILITY; REPORTING

9.1 Records. Manager agrees to keep and maintain, at its office in the Facility, separate and independent records, in accordance with generally accepted accounting principles, devoted exclusively to its operations in connection with its management of the Facility. Such records (including books, ledgers, journals, and accounts) shall contain all entries reflecting the business operations of Manager under this Agreement. The City or its authorized agent shall have the right to inspect such records from time to time during the Term, upon reasonable notice to Manager and during Manager's ordinary business hours.

9.2 Monthly Financial Reports. Manager agrees to provide to the City, within thirty (30) days

after the end of each month during the Term, financial reports for the Facility includinga balance sheet, aging report on accounts receivable, and statement of revenues and

DRAFT

expenditures (budget to actual) for such month and year to date in accordance with generally accepted accounting principles.

9.3 Retention of Records. Manager and its subcontractors shall keep such books, records and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records and accounts of Manager and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon a request to do so, Manager or its subcontractor shall make the same available in written form at no cost to the City.

9.4 Right to Audit. The City shall have the right to audit the books, records and accounts of Manager and subcontractor used in the performance of its duties under this Agreement. Manager and its subcontractors shall preserve and make available, at reasonable times, for examination and audit by City, all financial records, supporting documents, statistical records and other documents applicable to this Agreement for at least three (3) years after expiration or other termination of this Agreement. If an audit has been initiated and audit findings have not been resolved at the end of the three (3) year retention period, the books, records and accounts shall be retained until resolution of the audit findings. Any incomplete or incorrect entry in such books, records and accounts shall be the basis for City's disallowance and recovery of payment upon such entry.

9.5 In the event that Manager is permitted pursuant to this Agreement to utilize subcontractors to perform services required by this Agreement, Manager shall require such subcontractors, by written contract, to comply with the provisions of this Section to the same extent as Manager.

ARTICLE 10
PURCHASING PROCEDURES; CAPITAL IMPROVEMENTS

10.1 Purchasing Procedures. Manager shall follow its own purchasing policies and procedures for items constituting Operating Expenses and other Non-Capital Expenditures.

10.2 Capital Expenditures. The City shall be solely responsible for Capital Expenditures at the Facility; provided, however, the City shall be under no obligation to make Capital Expenditures proposed by Manager. Notwithstanding the foregoing, Manager shall have the right (but not the obligation), upon notice to the City, to make Capital Expenditures at the Facility for Emergency Repairs. In such event, the Manager shall follow the policies and procedures of the City for Emergency Repairs. City shall promptly reimburse Manager for the cost of such Capital Expenditure. Manager may, from time to time, make recommendations to the City on Capital Expenditures and will aid the City in prioritizing thesame.

ARTICLE 11
UTILITIES AND COMMUNICATIONS; BILLING

11.1 Utilities and Communication. City will make available Utility and Communication services to the Facility.

DRAFT

11.2 Billing for Utilities and Communication Charges. City shall pay the cost of ~~water, sewer, and trash~~ electric services only to the Facility.

ARTICLE 12
AGREEMENT FOR MONITORING AND GENERAL MANAGER

12.1 Contract Administrator. Each party shall appoint a Contract Administrator who shall monitor such party's compliance with the terms of this Agreement. Manager's Contract Administrator shall be its General Manager at the Facility, unless Manager notifies City of a substitute Contract Administrator in writing. City's Contract Administrator shall be the City Manager.

12.2 Golf Advisory Board. City has established and constituted a Golf Advisory Board (GAB) which meets monthly to carry out the duties ascribed to them in Resolution 5, of the Recreational Authority, 1990. Manager agrees to attend the monthly meeting of the GAB and to obtain the advice and consent of the board regarding: (1) employment of a golf professional; (2) the physical needs of the golf course, supplies and capital items; and (3) the schedule of fees and charges for the use of the facilities provided by the golf course.

ARTICLE 13
INDEMNIFICATION

13.1 Indemnification. Manager shall, at all times hereafter, indemnify, hold harmless and, at the City Attorney's option, defend or pay for an attorney selected by the City Attorney to defend the City, its officers, directors, agents, servants, employees, successors and assigns from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs and expenses, caused or alleged to be caused, directly or indirectly, by any intentional, negligent or reckless act of, or omission of, the Manager, its officers, directors, agents, servants, employees, successors and or assigns, or accruing, resulting from, or related to the subject matter of this Agreement, including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event a lawsuit or other proceeding is brought against the City by reason of any such claim, cause of action or demand, Manager shall, upon written notice from the City, resist and defend such lawsuit or proceeding by counsel satisfactory to the City or, at the City Attorney's option, pay for an attorney selected by the City Attorney to defend the City. The obligations of this Section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Contract Administrator or the City Attorney, sums due the Manager under this Agreement may be retained by the City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved. Amounts withheld shall not be subject to payment of interest by the City.

DRAFT

ARTICLE 14
INSURANCE

14.1 Types and Amounts of Coverage. Manager agrees to obtain insurance coverage in the manner and minimum amounts as set forth in Exhibit "D" and shall provide to the City, upon execution of this Agreement by Manager, a certificate or certificates of insurance evidencing such coverage. Manager shall maintain such referenced insurance coverage at all times during the Term and will not make material modification or change from these specifications without the prior approval of the City. Each insurance policy shall include a requirement that the insurer provide Manager and the City at least thirty (30) days written notice of cancellation or material change in the terms and provisions of the applicable policy.

14.2 Rating; Additionally Insureds. Insurance policies shall be issued by insurance companies authorized to do business in the State of Oklahoma. Insurance policies obtained by Manager hereunder shall name City as an additional insured and shall contain a waiver of all rights of subrogation against the City. If Manager subcontracts any of its obligations under this Agreement, Manager shall either: (i) cover all subcontractors under its policies of insurance, or (ii) require each subcontractor not so covered to secure insurance that will protect against applicable hazards or risks of loss as and in the minimum amounts designated herein, and name Manager andthe City as additional insureds.

ARTICLE 15 ASSIGNMENT AND PERFORMANCE

15.1 Neither this Agreement nor any right or interest herein shall be assigned, transferred or encumbered without the written consent of the other party. Additionally, Manager shall not subcontract any portion of the work required by this Agreement except as may be specifically provided for herein. Notwithstanding the Termination provisions of this Agreement, City may terminate this Agreement, effective immediately, if there is any assignment or attempted assignment, transfer or encumbrance by the Manager of this Agreement or any right or interest herein without the City's written consent.

15.2 Manager represents and warrants that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

15.3 Manager shall perform its duties, obligations and services under this Agreement in a skillful and respectable manner. The quality of Manager's performance and all interim and final product(s) provided to or on behalf of the City shall be comparable to the best local and national standards.

ARTICLE 16CONFLICTS

16.1 Neither Manager nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Manager's loyal and conscientious exercise of judgment and care related to its performance under this Agreement.

DRAFT

16.2 None of Manager's officers or employees shall, during the Term of this Agreement, serve as an expert witness against the City in any legal or administrative proceeding in which he, she, or Manager is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which

DRAFT

is adverse or prejudicial to the interests of the City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this Section shall not preclude Manager or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

16.3 In the event Manager is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, :tv1anager shall require such subcontractors, by written contract, to comply with the provisions of this Section to the same extent as the Manager.

ARTICLE 17 MISCELLANEOUS

17.1 Non-Discrimination. Manager agrees that no person shall be excluded from participation in, denied the benefit of, or otherwise subjected to discrimination by Manager during the Term of this Agreement on the grounds of race, color, religion, age, sex, disability, national origin, pregnancy, citizenship, veteran status, genetic information, sexual orientation or familial status. Additionally, Manager shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (the "ADA"), as well as all applicable regulations, guidelines and standards, in the course of providing any services funded by City.

17,2 Use of Facility Names and Logos. Manager shall have the right to use throughout the Term, for no charge, the name and all logos of the Facility, on Manager's stationary, in its advertising of the Facility, and whenever conducting business of the Facility; provided, that Manager shall take all prudent and appropriate measures to protect the intellectual property rights of the City relating to such logos. All intellectual property rights in any Facility logos developed by the Manager or the City shall be and at all times remain the sole and exclusive property of the City. Manager agrees to execute any documentation requested by the City from time to time to establish, protect or convey any such intellectual property rights.

17.3 Notices. All notices required or permitted to be given pursuant to this Agreement shall be in writing and delivered personally or sent by registered or certified mail, return receipt requested, or by generally recognized, prepaid, overnight air courier services, to the address and individual set forth below. All such notices to either party shall be deemed to have been provided when delivered, if delivered personally, three (3) days after mailed, if sent by registered or certified mail, or the next business day, if sent by generally recognized, prepaid, overnight air courier services.

If to the City:

City of Clinton

Attn: City Manager
PO Box 1177
Clinton, OK 73601

If to the Manager: West
Texas Turf, LLC Attn:
3108 County Road 7530
Lubbock Tx 79423

Mike Painter

DRAFT

The designation of the individuals to be so notified and the addresses of such parties set forth above may be changed from time to time by written notice to the other party in the manner set forth above.

17.4 Severability. If a court of competent jurisdiction determines that any term of this Agreement is invalid or unenforceable to any extent under applicable law, the remainder of this Agreement (and the application of this Agreement *to* other circumstances) shall not be affected thereby, and each remaining term shall be valid and enforceable to the fullest extent permittedby law.

17.5 Integration, Amendments and Interpretation. This Agreement constitutes the entire agreement between the parties and may not be amended, altered, modified or changed in any way except in writing signed by all parties to this Agreement and which specifically references this Agreement. There are no other agreements, representations or warranties, whether oral or written, regarding the subject matter of this Agreement. No course of dealings involving the parties heretoand no usage of trade shall be relevant or admissible to interpret, supplement, explain or in any way vary any of the terms of this Agreement. Any amendment to this Agreement shall be attached to this Agreement and all of the terms in this Agreement not addressed in the amendment shall remain in full force and effect.

17.6 Compliance with Laws. Manager shall comply with all applicable federal, State and local laws, codes, ordinances, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

17.7 Governing Law. This Agreement shall be deemed to have been made in the State of Oklahoma and shall be construed and interpreted in accordance with the laws of the State of Oklahoma.

17.8 Venue. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement may be brought against any of the parties in the District Court of the State of Oklahoma, County of Custer The parties consent to the jurisdiction of such courts, and of the appropriate appellate courts, in any such action or proceeding and waives any objection to venue laid therein.

17.9 Waiver of Jury Trial. Manager and City hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Agreement. If a party fails to withdraw a request for a jury trial in a lawsuit arising out of this Agreement after written notice by the other party, the party making the request for jury trial shall be liable for the reasonable attorneys' fees and costs of the other party in contesting the request for jury trial and such amounts shall be awarded by the Court in adjudicating the motion.

17.9 Waiver; Remedies. No failure or delay by a party hereto to insist on the strict performance of any term of this Agreement, or to exercise any right or remedy consequent toa breach thereof, shall constitute a waiver of any breach or any subsequent breach of such term. No waiver of any breach hereunder shall affect or alter the remaining terms of this

DRAFT

Agreement, but each and every term ofthis Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. The remedies provided in this Agreement are cumulative and not exclusive of the remedies provided by law or in equity.

17.10 Relationship of Parties. Manager and City acknowledge and agree that they are not joint venturers, partners, or joint owners with respect to the Facility, and nothing contained in this Agreement shall be construed as creating a partnership, joint venture or similar relationship between City and Manager. In managing and operating the Facility, Manager acts on behalf of and as agent for City (but subject to the limitations on Manager's authority as set out in this Agreement), with the fiduciary duties required by law of a party acting in such capacity.

17.11 Counterparts. This Agreement may be executed in any number of counterparts, and wheneach party has signed and delivered to the other at least one (1) such counterpart, each counterpartshall be deemed an original and, when taken together with other signed counterparts, shall constitute one Agreement; provided, however, this Agreement shall not be binding upon either party hereto until executed by both parties.

17.12 Third-Party Beneficiaries. Nothing in this Agreement, expressed or implied, is intended to confer upon any person, other than the parties hereto and their respective assigns, any rights or remedies under or by reason of this Agreement.

17.13 Governmental Tort Claims Act. By entering into this Agreement, City and its "employees," as defined by the Governmental Tort Claims Act, 51 O.S. § 151 et seq., do not waive sovereign immunity, any defenses or any limitations of liability as may be provided for by law. No provision of this Agreement modifies and/or waives any provision of the Governmental Tort Claims Act

17.14 Non-Appropriation of Funds. Notwithstanding any other provision of this Agreement, City shall not be obligated by any provision of this Agreement during any of the City's future fiscal years unless and until the City Council appropriates funds for this Agreement in the City's budgetfor each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall automatically terminate as of June 30 of the last fiscal year for which funds were appropriated. The City shall notify the Manager in writing of any such non- appropriation of funds at the earliest possible date.

17.5 Construction and Interpretation. Captions and other headings contained in this Agreementare for reference and identification purposes only and do not alter, modify, amend, limit or restrict the contractual obligations of the parties. All personal pronouns used in this Agreement shall include the other gender and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," hereunder," and hereinafter," refer to this Agreement as a whole and not to any particular sentence, paragraph or section where they appear,unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

17.6 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement or provision of any exhibit attached hereto, any document or events referred to herein or any document incorporated into this Agreement by reference and a term, statement, requirement

DRAFT

or provision of Articles 1 through 17 of this Agreement, the term, statement, requirement or provision contained in Articles 1 through 17 shall prevail and be given effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executedon the day and year last written below.

**** SEPARATE SIGNATURE PAGES FOLLOW****

SIGNATURE PAGE OF CITY

CITY OF CLINTON

_____
David Berrong, Mayor

CLINTON RECREATIONAL AUTHORITY

_____
David Berrong, Chairman

ATTEST

_____
Amy Jones, City Clerk

SIGNATURE PAGE OF MANAGER

WEST TEXAS TURF, LLC

_____

Michael Painter, President

DRAFT

EXHIBIT "'A"
SCOPE O.F SERVICES

1. Scope. Manager will provide professional golf course management services for and on behalf of the City of Clinton. Manager shall be properly licensed to conduct the management services described herein.

2. General Requirements. Manager, at its sole cost and expense, shall provide services including, but not limited to, the following:

a. Provide administrative oversight of all key operating areas such as turf management, golf professional services, food and beverage operations and facilities maintenance, to ensure that the facility is operated at a first-class level for daily fee operations and consistent with the levels expected of other City facilities.

b. ~~(1) Starter's services, (2) marshaling services~~ and (3) ~~d~~ Driving range management.

c. Golf merchandising sales, rentals and repair, golf tournament management, junior golf programming, golf lessons and clinics programming and the storage and repair of items related to the game of golf.

d. Food and beverage operation, room rental, catering and banquets, provision of meeting space.

e. Turf grass management, which shall include mowing and watering to maintain the aesthetic level and proper playing conditions; repair and replacement of any grass on the golf course that becomes worn or diseased; roping and other diversion of cart traffic to protect the grass, replacement of any shrubbery, which shall include all flowers, bushes, shrubs and trees, that becomes damaged or diseased; repair or replace all divot marks or damage done by golfers or golf carts; Rake and clean all sand traps and replace sand as necessary; general supervision of the golf course and the preparation of grounds for daily play.

f. Any incidental services as may be directed.

g. Recruit, hire, train, evaluate all employees necessary to operate and maintain the Facility. Manager shall have full authority over all personnel decisions and shall be the employer of any employees.

h. Report all customer complaints to the Contract Administrator within one (1) business day of receipt.

1. Respond to customer inquiries and complaints received directly.

j. Make recommendations to the City, as part of the annual City budget process,

regarding fees and rates for golf, bag storage, range, locker and club rental and annual fees.

k. Complete annual fee and rate market analysis. A written report is to be submitted to the Contract Administrator as part of the annual budget process not later than ~~May~~ February 1st annually.

l. Make recommendations related to operational policy.

m. Provide monthly reports including, but not limited to, financial information, utilization rate, maintenance highlights, program data, marketing/promotional incentives and performance metrics in a format as may be prescribed by the City.

n. Ensure security and protection of all assets, including City funds.

o. Provide response and backup responses to answer fire/security alarms at all times.

p. Make recommendations and assist the City in planning and implementing capital improvements to the Facility.

q. Conduct all operations and activities to comply with safety regulations and standards.

r. Maintain all required chemical and pesticide licenses for operation and maintenance of the Facility.

s. Maintain all required safety data sheets as required by law.

t. Ensure compliance with all environmental and natural resources laws, regulations and permits.

u. Maintain the interior and exterior appearance of the clubhouse in a neat, sanitary and attractive manner.

v. Inspect and clean as necessary the parking lot and surrounding buildings to ensure they are kept in a trash-free manner; provide attractive receptacles throughout the Facility.

w. Inspect, clean and ensure that there is water on the course and all water fountains are clean, sanitary and operable

x. Ensure that all electrical outlets providing power to any vending machines are operable and that the vending machines are maintain in proper working order.

y. Maintain and inspect all yardage/hole signs, ball cleaning, cleat cleaning and other equipment usedby golfers to ensure that each is clean, attractive, maintained and in good repair.

DRAFT

3. Administration. Manager, at its sole cost and expense, shall provide servicesincluding, but not limited to, the following:

a. Administrative oversite of all key operating areas to ensure that the Facility is operated in a first-class manner and consistent with the levels expected of other City facilities, such as:

1) Turf management

2) Golf professional services

3) Food and beverage operations

4) Facilities maintenance

b. Supervise and direct the administration of all golf course operations, including, but not limited to, the timely operation, completion and/or provision of the following:

1) Collection, deposit and reporting of revenue

2) Collection and remission of sales and other taxes to the State of Oklahoma or federal government.

3) Procurement of and payment authorization for materials and services

4) Starter's services, marshaling services and driving range management

5) Golf merchandise sales

6) Rentals and repair of rental equipment

7) Golf tournament promotion and management

8) Junior golf programming

9) Golf lessons and golf clinic programming

10) Storage and repair of items related to the game of golf

11) Food and beverage operations

12) Room rentals and provision of meeting space

13) Turf grass management

14) Daily preparation of grounds on the golf courses to ready them for play

DRAFT

4. Financial. Manager, at its sole cost and expense, shall provide the following services related to the financial operations of the Facility:

a. On an annual basis, prepare a business plan which will include an operating and capital budget, as well as a marketing plan, for review by the City Manager in accordance with City budget submittal requirements.

b. On an annual basis, prepare and/or update a five (5) year capital improvement budget for review by the City Manager in accordance with City budget submittal requirements.

c. Prepare and process requisitions for procurement of supplies, materials, equipment, services and capital items in accordance with the City Code of Ordinances, policies and procedures.

d. Prepare bid specifications for the purchase of supplies, materials, equipment, services and capital items as may be required.

e. Maintain a petty cash fund pursuant to City Code of Ordinances, policies and procedures.

f. Manage and maintain a point of sale (POS) computer and cash register system for both golf and food and beverage operations.

g. On a daily basis, deposit all gross revenues with the City Clerk.

h. Perform monthly inventory counts as may be required to ensure proper accountability.

i. Ensure that adequate internal financial control systems are in place in all areas of the operation.

J. Perform monthly audits of cash.

5. Operations. Manager shall provide the following operational services:

a. Operate a concession stand/snack bar.

b. Obtain and maintain appropriate State and Municipal beer/alcoholic beverage licenses.

c. Operate and maintain the Facility in accordance with all federal, State and Municipal laws, rules and regulations, including health department regulations and State liquor laws and regulations.

DRAFT

d. Operate and maintain a pro shop, including inventory, to ensure customer needs are met.

e. Keep a perpetual inventory of merchandise in the pro shop for resale.

f. Provide golf club cleaning services.

g. Provide pick-up and delivery se3rvices of golf clubs and bags to and from the bag drop-off area.

h. Provide a golf handicap service.

1. Provide club rental services.

J. Provide golf cart preventative maintenance.

k. Ensure carts are clean, safe and fully operational on a daily basis.

6. Maintenance. Manager shall provide the following maintenance services:

a. Routine janitorial services on a daily basis.

b. Building maintenance services as required and/or as directed by the City.

c. Provide routine preventative maintenance services as required.

d. Maintain and repair all golf course structures, equipment and irrigation systems.

e. Maintain all restaurant furniture, fixtures and equipment.

f. Maintain golf course and other common areas at a first-class level.

g. Develop and implement management programs to ensure the health and viability of golf course turf that are sensitive to environmental conditions to ensure quality playing conditions, including, as applicable, but not limited to:

1) Mowing height

2) Mowing frequency

3) Verticutting

4) Scarification

5) Grooming

DRAFT

6) Aerating

7) Rolling

8) Topdressing

7. Marketing and Promotion. Manager shall provide marketing and promotional services including, but not limited to, the following:

a. Develop and conduct youth programs and clinics which meet the needs of the demographic.

b. Develop and implement golf teaching programs.

c. Promote and develop a variety of events and programs, including, but not limited to, junior golf, charity events and programs for underprivileged youth.

d. Develop advertising and promotional materials for both golf, food and beverageand pro shop operations.

DRAFT

EXHIBIT "B"
PERFORMANCE MEASURES

Manager shall be responsible for reporting to the City on these performance measures in a format acceptable to the City. Manager shall provide a quarterly status report that indicates current progress and identifies any deficient areas or areas of concern. Manager shall providean annual report of actual performance towards these measurements. Whenever possible, surveys should be conducted electronically ad be received from unique customer IP addresses.

Failure to meet any one (1) of these measurements shall result in a ten percent (10%) reduction in any revenue sharing Manager is eligible to receive pursuant to the Agreement. Failure to meet any two (2) of these measurements shall result in a twenty-five percent (25%) reductionin any revenue sharing Manager is eligible to receive pursuant to the Agreement. Failure to meet any three (3) of these measurements shall result in a fifty percent (50%) reduction in any revenue sharing Manager is eligible to receive pursuant to the Agreement.

Performance Measurement 1: On customer satisfaction surveys, obtain an overall quarterly average rating of 4.2 or better on a scale of 1 to 5, with 5 being the highest. Standard: Conduct a random customer satisfaction of golf course operations once each quarter, issued to a minimum of ~~150~~ 50 unique customers who have utilized the golf course during the previous 12 months.
Performance Measurement 2: On customer satisfaction surveys, obtain an overall quarterly average rating of 4.2 or better on a scale of 1 to 5, with 5 being the highest. Standard: Conduct a random customer satisfaction survey of retail operations once each quarter, issued to a minimum of ~~150~~ 50 unique customers who have utilized the retail operations during the previous 12 months.
~~Performance Measurement 3: On customer satisfaction surveys, obtain an overall quarterly average rating of 4.2 or better on a scale of 1 to 5, with 5 being the highest.~~ ~~Standard: Conduct a random customer satisfaction survey of food and beverage operations once each quarter, issued to a minimum of 150 unique customers who have utilized the food and beverage operations during the previous 12 months.~~
Maintain an enrollment level of at least 50 _ participants in golf course sponsored programs, including, but not limited to, summer camps, specialty clinics and tournaments. Standard. Conduct a variety of golf programs geared to all demographics, especially targeting those in community groups or underserved populations who would not otherwise be able to participate in the programs.
Performance Measurement 5: Achieve a level of 12,000paid rounds per year. Standard: Market and promote the Facility to engage current and attract new customers through website, social media, email, telemarketing and on-site promotions.

DRAFT

Performance Measurement 6: Achieve gross golf fees, including annual memberships, ofat least per year. Standard: Market and promote the Facility to increase player activity.
Performance Measurement 7: Achieve gross merchandise sales in the retail store of at least per year. Standard: Market and promote the retail store to boost sales through quarterly discounts,sales and/or promotions.
Performance Measurement 8: Accuracy of retained merchandise inventory must be within 2% of the reported inventory dollar value (starting inventory + inventory received - inventory sold). Inventory received and inventory sold must be reported on the monthly report. Standard: Conduct a quarterly inventory of merchandise in the retail operations conducted by a minimum of two people.
~~Performance Measurement 9: Achieve gross food and beverage sales ofper year, excluding gratuities.~~ ~~Standard: Market and promote vending and concessions to grow revenue~~.

EXHIBIT "C" OPERATING BUDGET

WEST TEXAS TURF
Riverside
Summary Budget
BUDGET YEAR:March 22 - June 22

	March	April	May	June	Total
Labor & Burden					
Administrative	1,560.00	1,560.00	1,560.00	1,560.00	6,240
Membership	-	-	-	-	-
ProShop	6,798.49	8,388.04	8,567.14	8,567.14	32,321
Grounds	10,360.42	11,949.97	12,288.03	12,288.03	46,886
Food & Beverage	-	-	-	-	-
Total Labor & Burden	$ 18,719	$ 21,898	$ 22,415	$ 22,415	$ 85,447
Expenses					
Administrative	6,405	5,905	6,405	5,905	24,620
Membership	-	-	-	-	-
ProShop	4,000	1,500	2,000	-	7,500
Grounds	25,828	6,284	19,320	5,663	57,095
Food & Beverage	-	-	-	-	-
Total Expenses	$ 36,233	$ 13,689	$ 27,725	$ 11,568	$ 89,215
Total Costs	$ 54,952	$ 35,587	$ 50,140	$ 33,983	$ 174,662

WEST TEXAS TURF
Riverside
Summary Budget
BUDGET YEAR:2023

	July	August	September	October	November	December	January	February	March	April	May	June	Total
Labor & Burden													
Administrative	1,679.10	1,679.10	1,679.10	1,679.10	1,679.10	1,679.10	1,679.10	1,679.10	1,679.10	1,679.10	1,679.10	1,679.10	20,149
Membership	-	-	-	-	-	-	-	-	-	-	-	-	-
ProShop	8,388.04	8,746.25	8,567.14	6,507.45	5,701.48	5,701.48	5,611.93	5,522.37	6,798.49	8,388.04	8,567.14	8,567.14	87,067
Grounds	11,949.97	12,626.09	12,288.03	9,881.32	10,120.87	10,120.87	9,881.32	9,641.77	10,360.42	11,949.97	12,288.03	12,288.03	133,397
Food & Beverage	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Labor & Burden	$ 22,017	$ 23,051	$ 22,534	$ 18,068	$ 17,501	$ 17,501	$ 17,172	$ 16,843	$ 18,838	$ 22,017	$ 22,534	$ 22,534	$ 240,613
Expenses													
Administrative	6,706	6,206	6,606	6,056	6,356	5,906	6,306	5,906	6,456	6,181	6,706	6,306	75,697
Membership	-	-	-	-	-	-	-	-	-	-	-	-	-
ProShop	1,500	4,000	1,500	-	-	-	-	3,750	-	1,500	2,000	-	14,250
Grounds	6,538	9,939	7,860	4,550	2,600	2,600	10,350	9,373	9,778	6,284	19,320	5,663	94,854
Food & Beverage	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenses	$ 14,744	$ 20,145	$ 15,966	$ 10,606	$ 8,956	$ 8,506	$ 16,656	$ 19,029	$ 16,234	$ 13,965	$ 28,026	$ 11,969	$ 184,801
Total Costs	$ 36,761	$ 43,196	$ 38,500	$ 28,674	$ 26,457	$ 26,007	$ 33,828	$ 35,872	$ 35,072	$ 35,982	$ 50,560	$ 34,503	$ 425,414

DRAFT

EXHIBIT "'D"INSURANCE

Manager shall not commence operations until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City Attorney. Manager shall carry the following minimum types of insurance:

1. Workers' Compensation Insurance: with Oklahoma statutory limits.

2. Employers' Liability Insurance: with a limit of not less than One Hundred Thousand Dollars ($100,000.00) for each accident, One Hundred Thousand Dollars ($100,000.00) for each employee - bodily injury by disease, and Five Hundred Thousand Dollars ($500,000.00) policy limit - bodily injury by disease.

3. General Liability Insurance: with a m1mmum limit of One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) in the aggregate annually, providing coverage for Premises and Operations, Products and Completed Operations, Fire Legal Liability, bodily injury and property damage liability, contractual liability, independent contractors' liability and Personal and Advertising Injury Liability.

4. Motor Vehicle Liability Insurance: If Manager obtains and/or uses vehicles at the Facility, it shall provide motor vehicle liability insurance with a minimum limit of One Million Dollars ($1,000,000.00) combined single limit per each occurrence covering all vehicles associated with Management operations, to include all owned, leased, non-owned and hired vehicles.

~~5. Errors and Omissions Liability: with a m1mmum limit of One Million Dollars ($1,000,000.00).~~

The certification or proof of insurance must contain a provision for notification to the City thirty (30) days in advance of any material change in coverage, non-renewal or cancellation.

Manager shall furnish to the City Certificate(s) of Insurance evidencing insurance required by the provisions set forth above. If any of the above coverages expire during the term of this Agreement, Manager shall provide a renewal certificate at least ten (10) days prior to expiration.

All insurance policies shall be issued by companies that (i) are authorized to do business in the State of Oklahoma; (ii) have agents upon whom service of process may be made in the State of Oklahoma; and (iii) have an A.M. Best rating of A-VIII or better. All insurance policies shall name the City of Clinton as an additionally insured and shall contain a waiver of subrogation against the City of Clinton. All renewal or replacement certificates of insurance shall be forwarded to the Contract Administrator.

EXHIBIT E
FURNITURE, FIXTURES AND EQUIPMENT

1. Club House
2. Pump House
3. Bailey Portable Bridge
4. Golf Course Restrooms
5. Shop Expansion
6. Bricked/Covered Pavilion
7. Maintenance Barn
8. Pump House
9. Irrigation System and controls
10. Pro Shop HVAC system
11. Cart Paths
12. Table and 4 Chairs (x4)
13. Display Case
14. Coffee Table (x3)
15. Table and 5 chairs
16. Lockers (x4)
17. Baldor bench grinder
18. Cushman 18hp Truckster
19. Cushman core harvester
20. Aerway 60" Aerifier
21. Greens Groomer Brush Attachment
22. Desk w/ Return
23. EZ GO Truckster
24. Procore Aerifier
25. HD Turf Truckster
26. Toro 1000 Walk mower (x2)
27. Adams 750 lb spreader
28. Honda Hover Mower
29. GM 4500D Mower
30. Greensmaster Mower
31. Ball Picker
32. GM 3150 Greensmower
33. Multip Pro Spray Rig
34. Greens Flex 21 Walking Mower
35. Ball Washer
36. Aeriation 5 HP Fountain
37. OSMAC Controller Station (x4)
38. Brushcutter
39. Pro Pass Top Dresser
40. Toro GM 328D Mower
41. Submersible Pump and Motor, 25 hp
42. OSMAC Irrigation Central Computer
43. Cushman 1200 w/ Beverage insert
44. Frontier Rotary Cutter
45. JD5065E Tractor/Loader
46. GM 450 Rough Mower
47. Toro Greens Pro Roller
48. Toro Greensmower
49. Cushman 800 Hauler
50. Fairway Unit Mower
51. 2018 EZGO TXT Elite Golf Car (x30)
52. Core Sweeper
53. Toro Workman Truckster
54. Easy Picker Ball Picker
55. JD Bunker Rake
56. Toro Greens Mower
57. JD 1600 Mower
58. Kool Aire Ice Machine
59. 2008 FD Ranger XL Pick up
60. Golf Cart

(This item is placed on the agenda so the Clinton City Council, by unanimous consent, can designate those routine items they wish to be approved by one motion. If an item does not meet the approval of all members, that item will be heard in regular order.)

PUBLIC NOTICE OF A REGULAR MEETING OF THE RECREATIONAL AUTHORITY TUESDAY, FEBRUARY 15, 2022 AT 5:30 PM CLINTON CITY HALL

AGENDA

Source listing: 02/15/2022 Meetings
Original source: https://agendas.clintonok.gov/archive/2022/021522/launch.html
Original authority agenda: https://agendas.clintonok.gov/archive/2022/021522/IA021522.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2022/021522/RA021522.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2022/021522/RM021522.htm

1. CALL TO ORDER, OPENING PRAYER/PLEDGE OF ALLEGIANCE
    A. Don Miller, Post Commander, American Legion, Post 41
2. CONSIDER APPROVAL OF CONSENT AGENDA
    A. Minutes from February 1, 2022 Regular Meeting
3. DISCUSSION, CONSIDERATION, AND POSSIBLE ACTION REGARDING:
    A. Management Services Agreement Between the Clinton Recreational Authority, an Oklahoma Public Trust, & the City of Clinton, an Oklahoma Municipal Corporation and West Texas Turf, LLC, a Texas Limited Liability Company .
4. NEW BUSINESS (If any, pursuant to Section 311.9 of the Oklahoma Open Meeting Act.)
5. COUNCIL COMMENTS
6. CITY MANAGER'S COMMENTS
7. AUDIENCE PARTICIPATION (According to Audience Participation Decorum Guidelines at Clinton City Council Public Meetings effective: 2/14/2017)
8. ADJOURN

Filed this 11th Day of February, 2022. Posted on the bulletin board in the lobby of the Clinton City Hall on February 11, 2022 at 12:00 p.m.

MINUTES OF RECREATIONAL AUTHORITY MEETING
FEBRUARY 1, 2022

Minutes of the regular meeting of the Chairman and Trustees of the Clinton Recreational Authority City of Clinton, Oklahoma, Custer County, held in the City Council Room, City Hall on Tuesday, February 1, 2022, 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 January 28, 2022 at 5:00 p.m.

Chairman David Berrong called the meeting to order at 5:32 p.m. with the following present;

CHAIRMAN: David Berrong
TRUSTEES: Patch McComas, Ernie Dowdell, Arthur Lloyd (absent), Ernesto Villanueva
MANAGER: Robert Johnston
CITY TREASURER: Debra Blanchard
CITY ATTORNEY: Ryan Meacham
CITY CLERK: Amy Jones
NEWS MEDIA: Mike Smith, Kelcie Hartley-Wolfe
OTHERS: Gene McCullough, Brett Russell, Donnie Phipps, Samantha Aispuro, Paul Rinkel, Don Miller, Jeff Johnson, Tyler Wolfe, Doris Scarlett, Boy Scout Troop 361 and others.

Jeff Johnson, First Christian Church opened the meeting with prayer and Don Miller, Post Commander. American Legion Post 41 led the Pledge of Allegiance.

AGENDA ITEM NO. 2: CONSENT AGENDA

A. Minutes of Regular Meeting of January 4, 2022
B. Consider Claims

Motion was made by Trustee McComas and seconded by Trustee Dowdell that Consent Agenda Items be approved.

Chairman put the motion to a roll call vote:

Aye: Dowdell, McComas, Villanueva, Berrong
Nay: None

Chairman declared the motion carried.

AGENDA ITEM NO. 4:
None

AGENDA ITEM NO. 5: TRUSTEE REPORT
None

AGENDA ITEM NO. 6: CITY MANAGER'S REPORT

None

AGENDA ITEM NO. 7: ADJOURNMENT

Moved by Trustee Dowdell and seconded by McComas to adjourn the meeting.

Chairman put the motion to a roll call vote:

Aye: Dowdell, McComas, Villanueva, Berrong
Nay: None
Chairman declared the meeting adjourned at 5:34 pm.

_____
Date Approved

_____
David D. Berrong, Chairman

IA02152022

All items on this agenda, including but not limited to any agenda item concerning the adoption of any ordinance, resolution, contract, agreement, or any other item of business, are subject to amendment, including additions and/or deletions. This rule will apply to every individual agenda item without exception, and without providing this same amendment language with respect to each individual agenda item. Such amendments should be rationally related to the topic of the agenda item, or the governing body will be advised to continue the item.

The governing body may adopt, approve, ratify, deny, defer, recommend, amend, strike, or continue any agenda item. When more information is needed to act on an item, the governing body may refer the matter to its City/Trust Manager, staff, attorney or to the recommending board, commission, or committee.

(This item is placed on the agenda so the Clinton City Council, by unanimous consent, can designate those routine items they wish to be approved by one motion. If an item does not meet the approval of all members, that item will be heard in regular order.)

PUBLIC NOTICE OF A REGULAR MEETING OF THE INDUSTRIAL AUTHORITY TUESDAY, FEBRUARY 15, 2022 AT 5:30 PM CLINTON CITY HALL

AGENDA

Source listing: 02/15/2022 Meetings
Original source: https://agendas.clintonok.gov/archive/2022/021522/launch.html
Original authority agenda: https://agendas.clintonok.gov/archive/2022/021522/IA021522.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2022/021522/RA021522.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2022/021522/RM021522.htm

1. CALL TO ORDER, OPENING PRAYER/PLEDGE OF ALLEGIANCE
    A. Don Miller, Post Commander, American Legion Post 41
2. CONSIDER APPROVAL OF CONSENT AGENDA
    A. Minutes from the February 15, 2022 Regular Meeting
3. DISCUSSION, CONSIDERATION, AND POSSIBLE ACTION REGARDING:
    A. Meeting/Event Grant Application – Clinton Gun Club “Shoot Out” 3 separate one day events
    B. Meeting/Event Grant Application – Clinton High School Soccer Booster Club
4. NEW BUSINESS (If any, pursuant to Section 311.9 of the Oklahoma Open Meeting Act.)
5. COUNCIL COMMENTS
6. CITY MANAGER’S COMMENTS

7. AUDIENCE PARTICIPATION (According to Audience Participation Decorum Guidelines at Clinton City Council Public Meetings effective: 2/14/2017)

8. ADJOURN

Filed this 11th Day of February, 2022. Posted on the bulletin board in the lobby of the Clinton City Hall on February 11, 2022 at 12:00 p.m.

MINUTES OF INDUSTRIAL AUTHORITY MEETING
FEBRUARY 1, 2022

Minutes of the regular meeting of the Chairman and Trustees of the Clinton Industrial Authority City of Clinton, Oklahoma, Custer County, held in the City Council Room, City Hall on Tuesday, February 1, 2022, 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 January 28, 2022, at 5:00 p.m.

Chairman David Berrong called the meeting to order at 5:30 p.m. with the following present:

CHAIRMAN: David Berrong
TRUSTEES: Patch McComas, Ernie Dowdell, Arthur Lloyd (absent), Ernesto Villanueva
MANAGER: Robert Johnston
CITY TREASURER: Debra Blanchard
CITY ATTORNEY: Ryan Meacham
CITY CLERK: Amy Jones
NEWS MEDIA: Mike Smith, Kelcie Hartley-Wolfe
OTHERS: Gene McCullough, Brett Russell, Donnie Phipps, Samantha Aispuro, Paul Rinkel, Don Miller, Jeff Johnson, Tyler Wolfe, Doris Scarlett, Boy Scout Troop 361 and others.

Jeff Johnson, First Christian Church opened the meeting with prayer and Don Miller, Post Commander. American Legion Post 41 led the Pledge of Allegiance.

AGENDA ITEM NO. 2: CONSENT AGENDA

A. Minutes of Regular Meeting of January 18, 2022
B. Consider Claims

Motion was made by Trustee McComas and seconded by Trustee Dowdell that Consent Agenda Items be approved.

Chairman put the motion to a roll call vote:

Aye: Dowdell, McComas, Villanueva, Berrong
Nay: None

Chairman declared the motion carried.

AGENDA ITEM NO. 3 DISCUSSION, CONSIDERATION, AND POSSIBLE ACTION REGARDING

A. “

AGENDA ITEM NO. 4 NEW BUSINESS:

None

AGENDA ITEM NO. 5: TRUSTEE REPORT
None

AGENDA ITEM NO. 6: CITY MANAGER'S REPORT
None

AGENDA ITEM NO. 7: AUDIENCE PARTICIPATION (According to Audience Participation Decorum Guidelines at Clinton City Council Public Meetings effective: 2/14/2017)
None

AGENDA ITEM NO. 8: ADJOURNMENT

Moved by Trustee Dowdell and seconded by Trustee McComas to adjourn the meeting.

Chairman put the motion to a roll call vote:

Aye: Dowdell, McComas, Villanueva, Berrong
Nay: None

Chairman declared the meeting adjourned at 5:34 pm.

_____
Date Approved

_____
David D Berrong, Chairman

Clinton
Hub City of Western Oklahoma

Meeting/Event Grant Application

Requests Must be Submitted Prior to the 1st Tuesday of Each Month to be included in the Chamber of Commerce Executive Board Agenda.
Applications should be mailed to: The Clinton Chamber of Commerce 101 S. 4th St. Clinton, OK 73601.

Organization Applicant Information

Organization/Agency Name: Clinton Gun Club			Date: 02-01-2022
Mailing Address: 1113 Camelot Dr			Phone: 580-744-0354
City: Clinton		State: OK	ZIP Code: 73601
Year Founded/Established: 1928	Non-Profit: (Yes) No (Please circle)		Website: in the process of building a website
Type of Organization/Agency (brief description of activities and primary purpose): Clinton Gun Club - 501c3 Sponsors/membership for area participants - 4H, FFA, ATA trap shooters. SWOSU			

Event/Emergency Contact Information

Event Contact Person: Richard Coit			Title: President
Address: 1113 Camelot Dr			Phone: 580-744-0354
City: Clinton		State: OK	Zip: 73601
Email Address: coitfarms@yahoo.com			2nd Phone: 918-698-2624

Meeting/Event Information

Name of Meeting/Event: Clinton Gun Club "Shoot Out" There will be 3 seperate (1 day) events

Date Event Begins	4-6; 8-27; 9/17	Date Event Ends	

Full Description of proposed Fund usage for Meeting/Event (Be specific):

Will pay local individuals to keep score & load trap machines during the shoots; Custer County 4-H will be providing a food truck as a fund raiser for their groups. Score-keeping and entry paper work will be handled by Gun Club volunteers. We already have over $1800 in prizes already raised! Participants must attend 2 out of 3 shoots to qualify for prizes. We hope to have one of the largest turn out (shooters) in the State; sponsored by the "oldest" trap club in the state

Date of Last Meeting/Event		Number/Years Previously Received Funds		Meeting/Event Funding Amount Requested:	$1200 (for all 3 events

Clinton
Hub City of Western Oklahoma

Meeting/Event Grant Application (Continued)

Organization/Agency Name:	Clinton Gun Club	Date:	02-01-2022

Economic Impact

Anticipated Economic Benefit or Impact to the City of Clinton: Minimum of 2 meals @ local restaurants/participant; fuel; & hotel rooms; groceries for supplies & snacks - Using the multiplier effect, we should net 29-38,000

Expected Visitor Attendance to Clinton:	50-70	Local Visitors (within 75 miles)	20	Area Visitors (outside 75 miles)	40	Out of State Visitors	10

Total Expected Number of Hotel/Motel Room Nights Required (# nights x # rooms)	5	Host Hotel/Motel:	Holiday Inn Express & Waterfall

Overflow Hotels/Motels:

Anticipated Meeting/Event Facilities Required: 28 Rentals

Dispersal Information

Name and Address to Appear on Check:

Name: Clinton Gun Club

Address: 413 Camelot Dr

City: Clinton State: OK ZIP Code: 73601

Terms

We acknowledge the Organization information included in this application is true and accurate with no facts having been in any way misrepresented.

Should an approved event be CANCELED after the funds have been disbursed, then we, the Organization, agree to repay all funds received within 30 days of the scheduled event or date of cancellation.

Authorized Applicant Signature:	Richard L Coit	Applicant Title:	President
Printed Name:	RICHARD Coit	Application Date:	02-05-2022

Before submitting this request, please ensure all pages have been completed in their entirety and proper signatures are included. If a question is not answered, please state why it is not answered.

Funding Process

The Clinton Chamber of Commerce Executive Board will review all applications during the Executive Session scheduled on the 2nd Wednesday of each month. Once reviewed, recommendations will be presented to the City of Clinton Industrial Authority during 3rd Tuesday regularly scheduled City Council meetings. A representative from the organization requesting funds may be present at the Clinton Chamber of Commerce Executive Board meeting and the Clinton City Council meeting to address any questions or concerns.

Clinton Chamber of Commerce Executive Board Funding Recommendation

Grant Amount Recommended to the Clinton City Council for Final Approval:	$ 200.00	Date:	02/09/22
Billy Goodwin		Billy Goodwin	
Signature of Clinton Chamber of Commerce Board Chair or Acting Chair		Printed Name:	

Clinton High School Soccer Boosters
% Clinton Public Schools
1720 Opal
Clinton, OK 73601

To whom it may concern,

We are asking for this grant to help fund our 5th Annual Clinton Soccer Classic Tournament. We want to continue to build on our recent success. In 2021 our Reds were the Class 4A State Champions and finished their season with a perfect record. Our Lady Reds made the Semifinals for the 6th year which has never been done in Clinton. Both our Reds and Lady Reds share multiple State and District Championships and several Finalists. We would like to once again showcase not only our High School teams, but also our City's commitment to soccer and the community support we receive. We had great success last year with your help on our tournament.

This year it will be held from March 25th and March 27th. The tournament will host 6-8 teams from across the State of Oklahoma. Teams will be coming from as far away as Duncan and Miami. This tournament will bring an economic boost to our community. We are expecting 2-3 teams to stay in our local hotels. Each team will bring 20-50 players and coaches with them. That does not include the parents and fans that will come as well. They will eat and shop in our community during their stay. We are planning on sending packets with local restaurants, hotels and other businesses that may be helpful to the visiting teams. We are finding there are many costs associated with hosting a tournament, including official fees, rental costs for restroom facilities, additional goals and other unforeseen items. Money raised through fundraising and other events planned by the booster club will not cover all of these costs. With your help with funding this grant, we will be able to host a premier tournament bringing approximately 1200-1500 visitors to our great community. We appreciate your time considering our grant request.

Thank you,

Michael Shackelford
Booster Club President

Meeting/Event Grant Application

Requests Must be Submitted Prior to the 1st Tuesday of Each Month to be included in the Chamber of Commerce Executive Board Agenda.
Applications should be mailed to: The Clinton Chamber of Commerce 101 S. 4th St. Clinton, OK 73601.

Organization Applicant Information

Organization/Agency Name: Clinton High School Soccer Booster			Date: 1-26-22
Mailing Address: 2503 Quail Run			Phone: 580-445-6567
City: Clinton	State: OK		ZIP Code: 73601
Year Founded/Established: 2018	Non-Profit: (Yes) (No) (Please circle)		Website:
Type of Organization/Agency (brief description of activities and primary purpose): Booster Club that Helps provide support Needed for our Players			

Event/Emergency Contact Information

Event Contact Person: Michael Shackelford			Title: President
Address: 2503 Quail Run St			Phone: 580-445-6567
City: Clinton	State: OK		Zip: 73601
Email Address: mshackelford@myequityexchange.com			2nd Phone: 580-445-6566

Meeting/Event Information

Name of Meeting/Event: Clinton Classic 5TH Annual

Date Event Begins	March 25TH, 2022	Date Event Ends	March 26TH, 2022

Full Description of proposed Fund usage for Meeting/Event (Be specific):

All expenses with running of the Soccer tournament.
mostly referee's cost + Fees

Date of Last Meeting/Event	2020	Number/Years Previously Received Funds	2-3	Meeting/Event Funding Amount Requested:	$ 5,000 -

Meeting/Event Grant Application (Continued)

Organization/Agency Name:	Clinton HS Soccer Boosters					Date:	1-26-2022

Economic Impact

Anticipated Economic Benefit or Impact to the City of Clinton:	25,000 -						
Expected Visitor Attendance to Clinton:	1200 - 1500	Local Visitors (within 75 miles)	300 - 400	Area Visitors (outside 75 miles)	900 - 1100	Out of State Visitors	N/A
Total Expected Number of Hotel/Motel Room Nights Required (# nights x # rooms)	1-2 nights 200 Rooms	Host Hotel/Motel:	Holiday Inn Express				
Overflow Hotels/Motels:	All other local Hotels & motels						
Anticipated Meeting/Event Facilities Required:	a - Tornado Bowl						

Dispersal Information

Name and Address to Appear on Check:	Clinton High School Soccer Booster		
Name:	Clinton HS Soccer Booster c/o Clinton Public Schools		
Address:	1720 opal		
City:	Clinton	State: OK	ZIP Code: 73601

Terms

We acknowledge the Organization information included in this application is true and accurate with no facts having been in any way misrepresented.

Should an approved event be CANCELED after the funds have been disbursed, then we, the Organization, agree to repay all funds received within 30 days of the scheduled event or date of cancellation.

Authorized Applicant Signature:	Michael Shackelford	Applicant Title:	President
Printed Name:	Michael Shackelford	Application Date:	1-26-2022

Before submitting this request, please ensure all pages have been completed in their entirety and proper signatures are included. If a question is not answered, please state why it is not answered.

Funding Process

The Clinton Chamber of Commerce Executive Board will review all applications during the Executive Session scheduled on the 2nd Wednesday of each month. Once reviewed, recommendations will be presented to the City of Clinton Industrial Authority during 3rd Tuesday regularly scheduled City Council meetings. A representative from the organization requesting funds may be present at the Clinton Chamber of Commerce Executive Board meeting and the Clinton City Council meeting to address any questions or concerns.

Clinton Chamber of Commerce Executive Board Funding Recommendation

Grant Amount Recommended to the Clinton City Council for Final Approval:	$ 5000.00	Date:	02/09/22
Billy Goodwin		Billy Goodwin	
Signature of Clinton Chamber of Commerce Board Chair or Acting Chair		Printed Name:	

Clinton Industrial Authority Tourism Funds

Date	Grantee Organizations	Lodging Tax 15% Dep	Grants Approved	Balance
5/31/2017	15% L.T. Collected	$3,324.84		$3,324.84
6/28/2017	Clinton Baseball Inc		$5,000.00	($1,675.16)
6/30/2017	15% L.T. Collected	$5,253.24		$3,578.08
7/24/2017	C-Town Softball Assn		$7,000.00	($3,421.92)
7/31/2017	15% L.T. Collected	$3,796.42		$374.50
7/26/2017	Clinton Arts Council		$5,000.00	($4,625.50)
8/31/2017	15% L.T. Collected	$8,080.28		$3,454.78
9/30/2017	15% L.T. Collected	$4,043.96		$7,498.74
10/17/2017	Oklahoma Western Heifer Show		$2,500.00	$4,998.74
10/31/2017	15% L.T. Collected	$3,535.25		$8,533.99
11/17/2017	CPS Clinton Basketball Boosters		$5,000.00	$3,533.99
11/30/2017	15% L.T. Collected	$4,257.44		$7,791.43
12/31/2017	15% L.T. Collected	$5,132.75		$12,924.18
1/31/2018	15% L.T. Collected	$3,839.60		$16,763.78
2/28/2018	CPS Clinton Soccer Boosters		$5,000.00	$11,763.78
2/28/2018	15% L.T. Collected	$4,142.69		$15,906.47
3/31/2018	15% L.T. Collected	$2,914.95		$18,821.42
4/30/2018	15% L.T. Collected	$5,284.24		$24,105.66
5/30/2018	CPS Clinton Wrestling		$2,500.00	$21,605.66
5/31/2018	15% L.T. Collected	$6,070.85		$27,676.51
6/29/2018	15% L.T. Collected	$5,232.73		$32,909.24
6/30/2018	Clinton Baseball Inc		$5,000.00	$27,909.24
7/19/2018	Clinton Roundup Club		$2,500.00	$25,409.24
7/31/2018	15% L.T. Collected	$5,721.96		$31,131.20
7/31/2018	C-Town Softball Assn		$7,000.00	$24,131.20
8/31/2018	15% L.T. Collected	$4,726.71		$28,857.91
9/30/2018	15% L.T. Collected	$5,029.87		$33,887.78
10/31/2018	Oklahoma Western Heifer Show		$3,000.00	$30,887.78
10/31/2018	15% L.T. Collected	$4,100.52		$34,988.30
11/30/2018	15% L.T. Collected	$6,439.69		$41,427.99
11/30/2018	CPS Clinton Basketball Boosters		$5,000.00	$36,427.99
12/31/2018	15% L.T. Collected	$3,596.95		$40,024.94
1/31/2019	15% L.T. Collected	$3,805.85		$43,830.79
2/28/2019	15% L.T. Collected	$3,588.23		$47,419.02
2/28/2019	CPS Soccer Booster		$5,000.00	$42,419.02
3/31/2019	15% L.T. Collected	$4,846.87		$47,265.89
4/30/2019	15% L.T. Collected	$4,798.74		$52,064.63
5/29/2019	CPS Clinton Wrestling		$1,000.00	$51,064.63
5/29/2019	Clinton Chamber Retail Committee		$1,500.00	$49,564.63
5/31/2019	15% L.T. Collected	$3,905.11		$53,469.74
6/27/2019	OK Kids Coach Pitch		$7,500.00	$45,969.74
6/28/2019	15% L.T. Collected	$4,286.07		$50,255.81
7/31/2019	15% L.T. Collected	$4,125.41		$54,381.22

8/15/2019	C-Town Softball Assn		$7,000.00	$47,381.22
8/15/2019	CPSF		$2,000.00	$45,381.22
8/31/2019	15% L.T. Collected	$4,229.00		$49,610.22
9/30/2019	15% L.T. Collected	$4,753.84		$54,364.06
10/31/2019	15% L.T. Collected	$3,131.49		$57,495.55
10/28/2019	Oklahoma Western Heifer Show		$2,500.00	$54,995.55
11/30/2019	15% L.T. Collected	$3,052.37		$58,047.92
12/6/2019	CPS Clinton Basketball Boosters		$5,000.00	$53,047.92
12/31/2019	15% L.T. Collected	$2,349.51		$55,397.43
1/31/2020	15% L.T. Collected	$2,695.27		$58,092.70
2/28/2020	15% L.T. Collected	$2,396.55		$60,489.25
3/16/2020	CPS Soccer Booster		$5,000.00	$55,489.25
3/17/2020	Void Soccer Booster/cancelled	$5,000.00		$60,489.25
3/31/2020	15% L.T. Collected	$2,458.64		$62,947.89
4/30/2020	15% L.T. Collected	$2,318.90		$65,266.79
5/31/2020	15% L.T. Collected	$1,440.62		$66,707.41
6/25/2020	Clinton Chamber of Commerce		$6,600.00	$60,107.41
6/30/2020	15% L.T. Collected	$3,484.09		$63,591.50
7/31/2020	15% L.T. Collected	$2,925.06		$66,516.56
8/30/2020	15% L.T. Collected	$3,187.40		$69,703.96
9/30/2020	15% L.T. Collected	$2,347.99		$72,051.95
10/31/2020	15% L.T. Collected	$2,229.73		$74,281.68
11/16/2020	Oklahoma Western Heifer Show		$2,500.00	$71,781.68
11/30/2020	15% L.T. Collected	$2,601.00		$74,382.68
12/31/2020	15% L.T. Collected	$3,136.44		$77,519.12
1/31/2021	15% L.T. Collected	$2,183.81		$79,702.93
2/28/2021	15% L.T. Collected	$2,087.05		$81,789.98
3/31/2021	15% L.T. Collected	$2,313.46		$84,103.44
4/30/2021	15% L.T. Collected	$5,142.15		$89,245.59
5/31/2021	15% L.T. Collected	$3,090.70		$92,336.29
6/30/2021	15% L.T. Collected	$6,013.13		$98,349.42
6/28/2021	Clinton Baseball Inc		$5,000.00	$93,349.42
6/28/2021	C-Town Softball Assn		$7,000.00	$86,349.42
6/28/2021	Clinton Roundup Club		$2,500.00	$83,849.42
7/31/2021	15% L.T. Collected	$2,854.10		$86,703.52
8/31/2021	15% L.T. Collected	$5,090.55		$91,794.07
9/30/2021	15% L.T. Collected	$5,520.27		$97,314.34
10/31/2021	15% L.T. Collected	$2,138.80		$99,453.14
11/30/2021	15% L.T. Collected	$3,736.39		$103,189.53
12/31/2021	15% L.T. Collected	$6,684.92		$109,874.45
1/27/2022	Oklahoma Western Heifer Show		$2,500.00	$107,374.45
1/27/2022	Clinton Classic Run		$5,000.00	$102,374.45
1/31/2022	15% L.T. Collected	$2,292.91		$104,667.36

$226,767.36	$122,100.00	$104,667.36