PUBLIC NOTICE OF A REGULAR MEETING
OF THE INDUSTRIAL AUTHORITY
TUESDAY, FEBRUARY 16, 2010 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Meeting status: Completed

1. Call to Order
2. Opening Prayer Pat Peters, Church of Christ
3. Consent Agenda
    A. Consider Approval of Minutes of Regular Meeting on February 2, 2010
4. Action Items:
    A. Consider Tax Incentive Agreement with Treadwell Restaurant of Oklahoma, Inc,. commonly referred to as KFC/Taco Bell
5. City Managers Report
6. Audience Participation
7. Adjournment

Filed this 11th Day of February, 2010. Posted on the bulletin board in the lobby of the Clinton City Hall on February 11, 2010 at 2:00 p.m.

_____

Not recorded

IA020210

MINUTES OF THE CLINTON INDUSTRIAL AUTHORITY, FEBRUARY 2, 2010

Minutes of a regular meeting of the Chairman and Trustees of the Clinton Industrial Authority of Clinton, Oklahoma, Custer County, held in the City Council Room, City Hall on Tuesday, February 2, 2010 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, 2010.

Chairman Bryson called the meeting to order with the following present;

CHAIRMAN: Allen Bryson
TRUSTEES: Terry Wheeler, Steve Jones, John Jordan, Bob Marcy
CITY MANAGER: Grayson Bottom
CITY CLERK: Lisa Anders
CITY TREASURER: Debra Blanchard
DEPUTY CLERK: Rhonda Williams
CITY ATTORNEY: Absent
NEWS MEDIA: Gerald Green and Jarod Atha
OTHERS: Charles Fry, David Crabtree, Arnold Adams, Wade Anders, Bobby Hoffman, Sidney Smith and others.

Trustee John Jordan opened the meeting with prayer and Trustee Bob Marcy led the Pledge of Allegiance.

AGENDA ITEM NO. 3: CONSENT AGENDA

A. Minutes of January 5, 2010 meeting
B. Consider Claims

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

Chairman put the motion to a roll call vote:

Aye: Jones, Marcy, Jordan, Wheeler, Bryson
Nay: None

Chairman declared the motion carried.

AGENDA ITEM NO. 4 ACTION ITEMS

None

AGENDA ITEM NO .5: CITY MANAGER'S REPORT

None

AGENDA ITEM NO. 6: AUDIENCE PARTICIPATION

None

AGENDA ITEM NO. 7: ADJOURNMENT

Moved by Trustee Wheeler and seconded by Trustee Marcy that the meeting adjourn.

Chairman put the motion to a roll call vote

Aye: Wheeler, Marcy, Jones, Jordan, Bryson
Nay: None

Chairman declared the meeting adjourned at 6:37 pm.

TAX INCENTIVE AGREEMENT
(NEW BUSINESS)

THIS Tax Incentive Agreement (the "Agreement") is entered into by and among the City of Clinton, Oklahoma (the "City") and Treadwell Restaurants of Oklahoma, Inc., a Missouri Corporation (the "Owner").

RECITALS:

WHEREAS, the City adopted Resolution IA09-02 to provide a means to attract business and economic growth within the Clinton Community;

WHEREAS, Owner owns a leasehold interest in the real property described in **Exhibit "A"** (the "Property") and has made application for the Tax Incentives as contained in Resolution IA09-02;

WHEREAS, Owner's application has been approved and Owner meets the qualification requirements within Resolution IA09-02;

NOW THEREFORE, in consideration of the mutual benefits and promises contained herein and for good and other valuable consideration, the adequacy and receipt of which is hereby acknowledged, including the expansion of primary employment, the attraction of major investment in the City, which contributes to the economic development of the City and the enhancement of the tax base in the City, the parties agree as follows:

GENERAL PROVISIONS

DEFINITIONS

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

A. "Permanent Sales Tax" means monies collected on a Quarterly Basis by the City from the Oklahoma Tax commission, which have been paid as City Sales Tax by a qualifying business, less monies earmarked, (including the three (3) cents of permanent sales tax) and less monies retained by the Oklahoma Tax Commission as collection fees.

TERM

This Agreement shall be effective from the date executed for the period of one (1) year, but shall be renewable by Owner for a period of four (4) additional terms. Owner must request this Incentive each fiscal year, which shall run from July 1, through June 30, by making application with the Clinton City Clerk on or before May 1 of the preceding year.

TAX INCENTIVE AUTHORIZED

Owner shall be entitled to a reimbursement of sixty percent (60%) of the Permanent Sales Tax collection for taxes paid by Owner ("Incentive"). The Incentive shall be paid to the Owner quarterly within thirty (30) days of receipt of the funds by the Industrial Authority from the City of Clinton.

DEFAULT: RECAPTURE OF REBATED TAX

If Business should abandon or close business operations for a period of thirty (30) calendar days, the Business shall lose their Incentive qualification for the quarter during which the abandonment or closing occurred and for the remainder of that fiscal year. If the business is reopened before the next application date of May 1, then, the business may re-apply for Incentives for the succeeding fiscal year; however, it will only be eligible for Incentives for the balance of the five (5) year period that business is entitled to receive incentives. Exceptions may be made by the City Manager for natural disasters and circumstances beyond the control of the business.

Upon breach by Owner of any obligations under this Agreement, the City shall notify the "Defaulting Party" in writing. Owner shall have five (5) days from receipt of the notice in which to cure any such breach. If the breach cannot reasonably be cured within a five (5) day period, and the Owner has diligently pursued such remedies as shall be reasonably necessary to cure such breach, then the City may extend the period in which the breach must be cured.

SUCCESSORS AND ASSIGNS

This Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns. This Agreement may be assigned with the written consent of the City Council. After any permitted assignment, all references to Owner herein shall thereafter be a reference to such successor with respect to any obligations or liabilities occurring or arising after the date of such assignment.

NOTICE

All notices required by this Agreement shall be addressed to the following, or other such party or address as either party designates in writing, by certified mail, postage prepaid, or by hand or overnight delivery:

If intended for Owner, to:
Treadwell Enterprises, Inc.
4200 S. Quail Creek Ave.
Springfield, MO 65810
Attn: Mike Treadwell
and David A. Geisler, II

If intended for City, to:
Grayson Bottom, City Manager
City of Clinton
P.O. Box 1177
Clinton, OK 73601

CITY COUNCIL AUTHORIZATION

This Agreement was authorized by resolution of the City Council approved by its Council meeting authorizing the City Manager to execute this Agreement on behalf of the City.

SEVERABILITY

In the event any section, subsection, paragraph, sentence, phrase or word herein is held invalid, illegal or unconstitutional, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase or word.

APPLICABLE LAW

This Agreement shall be construed under the laws of the State of Oklahoma. Venue for any action under this Agreement shall be in Custer County, Oklahoma.

COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

ENTIRE AGREEMENT

This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to the matters in this Agreement, and except as otherwise provided herein cannot be modified without written agreement of the parties to be attached to and made a part of this Agreement.

INCORPORATION OF RECITALS

The determination recited and declared in the preambles to this Agreement is hereby incorporated herein as part of this Agreement.

INCORPORATION OF EXHIBITS

All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

EXECUTED in duplicate originals this _____ day of _____, 2009.

City of Clinton, Oklahoma

By: _____
Grayson Bottom, City Manager

ATTEST:

By: _____
Lisa Anders, Secretary

EXECUTED in duplicate originals this _____ day of _____, 2009.

Owner

By: _____
James M. Treadwell, President

CITY'S ACKNOWLEDGEMENT

State of Oklahoma)
) :ss
County of Custer)

This instrument was acknowledged before me on the _____ day of _____, 2009, by Grayson Bottom, City Manager of the City of Clinton, an Oklahoma municipality, on behalf of said municipality.

_____
Notary Public

My commission expires: _____

OWNER'S ACKNOWLEDGEMENT

State of MISSOURI)
) :ss
County of GREENE)

This instrument was acknowledged before me on the _____ day of _____, 20___, by James M. Treadwell, being the President of Treadwell Restaurants of Oklahoma, Inc., (the "Company"), on behalf of said Company.

_____
Notary Public

My commission expires: _____

EXHIBIT "A"

Property Description

A tract of land lying in the NW/4 of Section 22, Township 12 North, Range 17 West I.M., Custer County, Oklahoma; more particularly described as follows:

Beginning at a point 1166.54 feet S00°03'19"W (Deed) – 1161.09 feet S00°03'45"W (Measured) and 660.60 feet N89°56'41"W (Deed) – S89°42'49"W (Measured) of the NE Corner of said NW/4, said point being on the Westerly Right-of-Way Line of U.S. Highway No. 66 (Gary Freeway); thence Southwesterly on a curve to the left, having a radius of 5829.58 feet, and along said right-of-way a distance of 150.50 feet (Measured), with a Chord Bearing and Distance of S11°36'10"W – 150.50 feet; thence N77°40'36"W a distance of 221.72 feet to a point on the Easterly Right-of-Way Line of the A.T. & S.F. Railroad; thence N24°32'04"E (Deed) – N24°30'36"E (Measured) and along said right-of-way a distance of 152.18 feet; thence S77°40'36"E (Deed) – S78°12'23"E (Measured) a distance of 187.71 feet to the Point of Beginning, containing 30,615 Sq. Ft. or 0.70 Acres more or less.

Commonly referred to as the KFC/Taco Bell Property

PUBLIC NOTICE OF A REGULAR MEETING
OF THE CITY COUNCIL
TUESDAY, FEBRUARY 16, 2010 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Meeting status: Completed

1. Call to Order
2. Opening Prayer Pat Peters, Church of Christ
3. Consent Agenda
    A. Consider Approval of Minutes on February 2, 2010
4. Action Items:
    A. Consider appointment to Midwestern Oklahoma Industrial Foundation
    B. Consider Interlocal Agreement with Custer County District #1 regarding replacement of a bridge
    C. Consider and Discuss the Purchase, Sale or Appraisal of Real Property including an Executive Session authorized by 25 O.S. ss 307 B(3).
5. City Managers Report
    A. Report on addressing issued on West Gary Boulevard
6. Audience Participation
7. Adjournment

Filed this 11th Day of February, 2010. Posted on the bulletin board in the lobby of the Clinton City Hall on February 11, 2010 at 2:00 p.m.

_____

Not recorded

MINUTES OF THE CLINTON CITY COUNCIL
FEBRUARY 2, 2010

Minutes of the regular meeting of the Mayor and City Council of the City of Clinton, Oklahoma, Custer County, held in the City Council Room, City Hall on Tuesday, February 2, 2010 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, 2010.

Mayor Allen Bryson called the meeting to order with the following present;

MAYOR: Allen Bryson
COUNCIL: John Jordan, Terry Wheeler, Steve Jones, Bob Marcy
CITY MANAGER: Grayson Bottom
CITY CLERK: Lisa Anders
CITY TREASURER: Debra Blanchard
DEPUTY CITY CLERK: Rhonda Williams
CITY ATTORNEY: Absent
NEWS MEDIA: Gerald Green and Jarod Atha
OTHERS: David Crabtree, Charles Fry, Arnold Adams, Wade Anders, Bobby Hoffman, Sidney Smith and others.

Councilman John Jordan opened the meeting with prayer and Councilman Bob Marcy led the Pledge of Allegiance.

AGENDA ITEM NO. 3: CONSENT AGENDA

A. Minutes of Regular Meeting of January 5, 2010
B. Consider Claims

Moved by Councilman Wheeler and seconded Councilman Jones, that Consent Agenda Item No. 3 (a-b) be approved.

Mayor put the motion to a roll call vote:

Aye: Wheeler, Jones, Jordan, Marcy, Bryson
Nay: None

Mayor declared the motion carried.

AGENDA ITEM NO. 4 ACTION ITEMS

4A. CONSIDER PROCLAMATION REGARDING DATING VIOLENCE

A proclamation declaring February as Dating Violence Awareness and Prevention month in the City of Clinton was presented.

Motion was made by Councilman Jordan and seconded by Councilman Marcy to support the proclamation regarding declaring February as Dating Violence Awareness and Prevention month in the City of Clinton.

Mayor put the motion to a roll call vote:

Aye: Jordan, Marcy, Wheeler, Jones, Bryson
Nay: None

Mayor declared the motion carried.

4B. CONSIDER BIDS ON MATERIALS FOR THE NORTHEAST WATERLINE REPLACEMENT PROJECT

Staff had advertised for bids on materials for the Northeast Waterline Replacement Project. Seven bids were received.

Bidder	Total Price	Price with 3 delivery dates
OKC Winwater Oklahoma City, OK	$198,043.86	No Bid
Water Products of Oklahoma Owasso, OK	$186,438.60	$199,823.24
Pioneer Supply, LLC Moore, OK	$209,903.80	$209,903.80
HDSWW-OKC Oklahoma City, OK	$207,754.32	$211,898.92
Ferguson Waterworks Oklahoma City, OK	$215,272.26	$230,130.26
American Waterworks Supply Norman, OK	$195,002.85	$195,002.85
Oklahoma Contractor Supply Oklahoma City, OK	$198,129.07	$233,123.94

Motion was made by Councilman Wheeler and seconded by Councilman Jones to refer the bids to staff for review and to award the contract for the best and lowest bid.

Mayor Bryson put the motion to a roll call vote:

Aye: Wheeler, Jones, Jordan, Marcy, Bryson
Nay: None

Mayor declared the motion carried.

4C. CONSIDER BIDS FOR LABOR FOR THE NORTHEAST WATERLINE REPLACEMENT PROJECT

Staff had advertised for bids for the labor for the Northeast Waterline Replacement Project. Seven bids were received.

Bidder	Trenching/ ft	Boring / ft	Price per Hydrant	Price per valve
Shoestring Enterprise Olustee, OK	$10.00	$25.00	$700.00	$400.00
Fawver Excavation Arapaho, OK	$ 3.20	$25.00	$475.00	$225.00
Igo Ditching & Backhoe Bessie, OK	$ 5.75	$24.00	$250.00	$150.00
M & S Construction Haskell, OK	$ 3.50	$23.00	$500.00	$100.00
SMC Utility Construction Oklahoma City, OK	$ 6.20	$28.00	$900.00	$500.00
ML Young Inc. Oklahoma City, OK	$10.80	$37.20	$350.50	$118.00
HTM Underground LLC Perkins, OK	$ 4.10	$34.00	$300.00	$ 40.00

Motion was made by Councilman Jones and seconded by Councilman Wheeler to refer the bids to staff for review and to award the contract to the lowest and best bid.

Mayor put the motion to a roll call vote:

Aye: Jones, Wheeler, Jordan, Marcy, Bryson
Nay: None

Mayor declared the motion carried.

City Manager Grayson Bottom said an extensive review would be made of the bids as quickly as possible and all bidders would be notified of the results.

5. CITY MANAGER'S REPORT

City Manager Grayson Bottom presented information from Michael A. Crawford "Plight of Municipal Finance in Oklahoma". Bottom said the City of Clinton would begin the process of preparing the 2010-2011 budget very soon.

6. AUDIENCE PARTICIPATION

None

AGENDA ITEM NO. 7: ADJOURNMENT

Moved by Councilman Jordan and seconded Councilman Marcy to adjourn the meeting.

Mayor put the motion to a roll call vote:

Aye: Jordan, Marcy, Wheeler, Jones, Bryson
Nay: None

Mayor declared the meeting adjourned at 6:20 P.M.

MOIF MEMBERS
WHOSE TERMS EXPIRE FEBRUARY 2010

Clinton	Gene Mahanay 117 N 5th St Clinton OK 73601	2010
	Grayson Bottom PO Box 1177 Clinton OK 73601	2010
Elk City	*William Brown PO Box 1967 Elk City OK 73648 2009	2010
	Guy Hylton PO Box 1137 Elk City OK 73648	2010
	Bob Maine 909 Kathy's Place Elk City OK 73644	2010
Hobart	Jerry Levine 615 N Hill Hobart OK 73651	2010
Roosevelt	Jeff Vanderford, Mayor Roosevelt OK	2005

***Members names with asterisk also occupy a seat on the MODA Board

State of Oklahoma

County of Custer

InterLocal Agreement

THIS AGREEMENT, is entered into this ____ th day of February, 2010, between Custer County District #1 and the City Of Clinton, Oklahoma for the purpose of replacing a bridge located at 20 E 105 N 224.3. The structure will be replaced with an arched steel culvert of sufficient size to meet drainage requirements and livestock accessibility as needed. In addition the road surface will be rehabilated south from E1050 and N2240 for a distance of approximately 0.5 miles.

WHEREAS, the City of Clinton and Custer County are in joint ownership of N2240 at the above mentioned location and this project is of mutual benefit, this Agreement will be in force and binding upon the parties herein upon the execution of this Agreement and shall continue in effect until the completion of said project.

The parties hereto, through their respective governing bodies, hereby agree to the following:

1. CUSTER COUNTY DISTRICT #1 hereby agrees to furnish equipment and labor as needed to remove the current bridge and install the arched steel culvert. Also, the county agrees to furnish equipment and labor for the above mentioned road rehabilitation.

2. THE CITY OF CLINTON, OKLAHOMA hereby agrees to provide the steel arched culvert and additional road materials required for the above mentioned project.

NOW THEREFORE, the said parties have caused this instrument to be executed by their respective officers the day and year first above mentioned.

Darrel Dupree, District #3 Commissioner
Board of County Commissioners Chairman
Custer County, Oklahoma

City Of Clinton Representative
Clinton, Oklahoma

(SEAL)

Karen Fry, County Clerk

PUBLIC NOTICE OF A REGULAR MEETING
OF THE RECREATIONAL AUTHORITY
TUESDAY, FEBRUARY 16, 2010 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Meeting status: Completed

1. Call to Order
2. Opening Prayer Pat Peters Church of Christ
3. Consent Agenda
    A. Consider Approval of Minutes on February 2, 2010
4. Action Items:
    A. Consider rates for Riverside Golf Course for 2010-2011 season
5. City Managers Report
6. Audience Participation
7. Adjournment

Filed this 11th Day of February, 2010. Posted on the bulletin board in the lobby of the Clinton City Hall on February 11, 2010 at 2:00 p.m.

Not recorded

MINUTES OF RECREATIONAL AUTHORITY MEETING, FEBRUARY 2, 2010

Minutes of a regular meeting of the Chairman and Trustees of the Clinton Recreational Trust Authority of Clinton, Oklahoma, Custer County, held in the City Council Room, City Hall on Tuesday, February 2, 2010 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, 2010.

Chairman Bryson called the meeting to order with the following present;

CHAIRMAN: Allen Bryson
TRUSTEES: Terry Wheeler, Steve Jones, Bob Marcy, John Jordan
CITY MANAGER: Grayson Bottom
CITY CLERK: Lisa Anders
CITY TREASURER: Debra Blanchard
DEPUTY CLERK: Rhonda Williams
CITY ATTORNEY: Absent
NEWS MEDIA: Gerald Green and Jarod Atha
OTHERS: Charles Fry, David Crabtree, Arnold Adams, Bobby Hoffman, Sidney Smith and others.

Trustee John Jordan opened the meeting with prayer and Trustee Bob Marcy led the Pledge of Allegiance.

AGENDA ITEM NO. 3: CONSENT AGENDA

A. Minutes of the Regular Meeting of January 5, 2010
B. Consider Claims

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

Chairman put the motion to a roll call vote:

Aye: Jones, Marcy, Wheeler, Jordan, Bryson
Nay: None

Chairman declared the motion carried.

AGENDA ITEM NO. 4 ACTION ITEMS

None

AGENDA ITEM NO .5: CITY MANAGER'S REPORT

None

AGENDA ITEM NO. 6: AUDIENCE PARTICIPATION

None

AGENDA ITEM NO. 7: ADJOURNMENT

Moved by Trustee Wheeler and seconded by Trustee Marcy that the meeting adjourn.

Chairman put the motion to a roll call vote

Aye: Wheeler, Marcy, Jones, Jordan, Bryson
Nay: None

Chairman declared the meeting adjourned at 5:33 pm.

Golf Rate Schedule 4/1/2010 to 3/31/2011

Play Type	Current Rate through 3/31/2010	New Rate Beginning 4/1/2010	Sales Tax	Total	Monthly Bank Draft
Weekday Daily Play	$18.95	$19.23	$1.83	**$21.06**	
Weekend Daily Play	$25.95	$26.12	$2.48	**$28.60**	
Senior Weekday Daily Play	$13.14	$13.24	$1.26	**$14.50**	
Senior Weekend Daily Play	$15.33	$17.58	$1.67	**$19.25**	
Junior Weekday Daily Play	$13.14	$13.24	$1.26	**$14.50**	
Junior Weekend Daily Play	$15.33	$17.58	$1.67	**$19.25**	
Twilight Rate [1]	$13.14	$13.24	$1.26	**$14.50**	
Single Annual Unlimited Greens Fee Pass	$600.00	$700.00	$66.50	**$766.50**	$70.26
Family Annual Unlimited Greens Fee Pass [2]	$700.00	$850.00	$80.75	**$930.75**	$85.32
Junior Annual Unlimited Greens Fee Pass [3]	$100.00	$125.00	$11.88	**$136.88**	
College Annual Unlimited Greens Fee Pass [4]	$250.00	$300.00	$28.50	**$328.50**	
Limited Play Greens Fee Pass [5]	$325.00	$375.00	$35.63	**$410.63**	
Corporate (Business) Unlimited Greens Fee Pass [6]	$2,463.75	This program as been restructured.			
From 3 to 8 Golfers	Per Golfer	$630.00	$59.85	**$689.85**	
From 8 to 12 Golfers	Per Golfer	$595.00	$56.53	**$651.53**	
12 Golfers and over	Per Golfer	$560.00	$53.20	**$613.20**	
Single Unlimited Play Package [7]	$1,330.43	$1,372.50	$130.39	**$1,502.89**	$137.76
Family Unlimited Play Package [8]	$1,675.35	$1,507.50	$143.21	**$1,650.71**	$151.32
Annual Unlimited Cart Rental Package	$600.00	$650.00	$61.75	**$711.75**	$65.24
Annual Unlimited Driving Range Package	$150.00	$175.00	$16.63	**$191.63**	$17.57
Cart Rental Fee - 9 Holes	$12.34	$12.78	$1.21	**$13.99**	
Cart Rental Fee - 18 Holes	$21.80	$22.83	$2.17	**$25.00**	
½ Cart Rental Fee - 9 Holes	$6.19	$6.21	$0.59	**$6.80**	
½ Cart Rental Fee - 18 Holes	$10.91	$10.91	$1.04	**$11.95**	
Range Ball Rental Fee - Small	$2.49	$2.74	$0.26	**$3.00**	
Range Ball Rental Fee - Large	$4.98	$5.25	$0.50	**$5.75**	
Locker Rental	$23.78	$23.97	$2.28	**$26.25**	
Non- Member Trail Fee	$9.05	$9.13	$0.87	**$10.00**	
Handicap Fee	$25.00	$25.00		**$25.00**	

Tournment Rate Schedule 4/1/2010 through 3/31/2011

Weekday Tournaments					
1 Day Tournament with less than 50 Players	$14.03	$15.50	$1.47	**$16.97**	
1 Day Tournament with 51 to 100 Players	$13.35	$14.75	$1.40	**$16.15**	
1 Day Tournament with more than 100 Players	$12.67	$14.00	$1.33	**$15.33**	
2 Day Tournament with less than 50 Players	$14.03	$15.50	$1.47	**$16.97**	
2 Day Tournament with 51 to 100 Players	$12.67	$14.00	$1.33	**$15.33**	
2 Day Tournament with more than 100 Players	$11.31	$12.50	$1.19	**$13.69**	
Weekend Tournaments					
1 Day Tournament with less than 50 Players	$17.65	$19.50	$1.85	**$21.35**	
1 Day Tournament with 51 to 100 Players	$15.84	$17.50	$1.66	**$19.16**	
1 Day Tournament with more than 100 Players	$14.03	$15.50	$1.47	**$16.97**	

Footnotes to Golf Rate Schedule 4/1/2010 to 3/31/2011

1. Twilight Rates are available with the start of Daylight Savings Time and continue throughout Daylight Savings Time. This rate begins daily at 4:00 PM.

2. Must be an immediate family member residing in the home and younger than 18 years old or be a full time college student younger than 24 years of age.

3. Junior golfer must be enrolled in an accredited secondary school and younger than 18 years of age.

4. A College golfer must be a full time student younger than 24 years of age.

5. A Limited Play Greens Fee Pass golfer must use the 30 plays provided between April 1st of any year and March 31st of the next year; the pass is valid for account holder only; a $3 per round trail fee will be charged unless renting a Riverside golf cart; and the rules and restrictions may be modified without notice.

6. Corporate or Business Unlimited Greens Fee Passes are issued starting with three (3) golfers. Additional discounts will be available by enrolling eight (8) golfers and still further discounts are available for enrolling twelve (12) or more golfers. Each of the passes must be assigned to a specific person who is a full time employee of the business that is enrolling the individual. The total fee is due and payable at the beginning of the agreement. Monthly bank draft of this fee is not available. Guests of this pass are subject to the normal and appropriate fees and charges for green fees, cart rental, and range ball rental.

7. The Single Unlimited Play Package includes unlimited greens fees, unlimited golf cart use, and unlimited range balls for the individual golfer only. Guests of the individual golfer holding this package are responsible for paying the appropriate green fee, cart rental, and range ball rental.

8. The Family Unlimited Play Package includes unlimited greens fees, unlimited golf cart use, and unlimited range balls for the members of the family as defined in footnote 1 above. Guests of the family holding this package are responsible for paying the appropriate green fee, cart rental, and range ball rental.

PUBLIC NOTICE OF A REGULAR MEETING
OF THE PUBLIC WORKS AUTHORITY
TUESDAY, FEBRUARY 16, 2010 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Meeting status: Completed

1. Call to Order
2. Opening Prayer
    A. Pat Peters, Church of Christ
3. Consent Agenda
    A. Consider Approval of Minutes of February 2, 2010
4. Action Items
    A. Consider approval of expenditure of funds for Northeast Waterline Replacement Project
    B. Consider renewal agreement with Capital Decisions
5. City Manager's Report
6. Audience Participation
7. Adjournment

Filed and posted February 11, 2010 at 2:00 p.m. See the signed original.

_____

Lisa Anders

PW020210

MINUTES OF THE PUBLIC WORKS AUTHORITY MEETING, FEBRUARY 2, 2010

Minutes of the regular meeting of the Chairman and Trustees of the Clinton Public Works Authority of Clinton, Oklahoma, Custer County, held in the City Council Room, City Hall on Tuesday, February 2, 2010 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, 2010.

Chairman Bryson called the meeting to order with the following present:

CHAIRMAN: Allen Bryson
TRUSTEES: Terry Wheeler, Steve Jones, Bob Marcy, John Jordan
CITY MANAGER: Grayson Bottom
CITY CLERK: Lisa Anders
CITY TREASURER: Debra Blanchard
DEPUTY CLERK: Rhonda Williams
CITY ATTORNEY: Absent
NEWS MEDIA: Gerald Green and Jarod Atha
OTHERS: David Crabtree, Charles Fry, Arnold Adams, Bobby Hoffman, Sidney Smith and others.

Trustee John Jordan opened the meeting with prayer and Trustee Bob Marcy led the Pledge of Allegiance.

AGENDA ITEM NO. 3: CONSENT AGENDA

A. Minutes of the Regular Meeting of January 5, 2010
B. Consider Claims

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

Chairman put the motion to a roll call vote:

Aye: Jones, Marcy, Jordan, Wheeler, Bryson
Nay: None

Chairman declared the motion carried.

AGENDA ITEM NO. 4. ACTION ITEMS

None

AGENDA ITEM NO .5: CITY MANAGER'S REPORT

City Manager Grayson Bottom reported that city crews have been working through all of the snow and ice. He said the Water Maintenance Crew has been working on and repairing water line breaks.

AGENDA ITEM NO. 6: AUDIENCE PARTICIPATION

None

AGENDA ITEM NO. 7: ADJOURNMENT

Moved by Trustee Wheeler and seconded by Trustee Marcy that the meeting adjourn.

Chairman put the motion to a roll call vote:

Aye: Wheeler, Marcy, Jones, Jordan, Bryson
Nay: None

Chairman declared the meeting adjourned at 5:35 pm.

NORTHEAST QUADRANT WATERLINE REPLACEMENT PROJECT
BID SPREADSHEET - Labor

Bidder	Trenching Quantity	Trenching Per Foot	Trenching Value	Boring Quantity	Boring Per Foot	Boring Value	Hydrant Quantity	Hydrant Installation	Hydrant Value	Valve Quantity	Valve Installation	Valve Value	Total Bid
Shoestring Enterprise	23,347	$10.00	$233,470.00	2,143	$25.00	$53,575.00	35	$700.00	$24,500.00	101	$400.00	$40,400.00	$351,945.00
Fawver Excavation	23,347	$3.20	$74,710.40	2,143	$25.00	$53,575.00	35	$475.00	$16,625.00	101	$225.00	$22,725.00	$167,635.40
Igo Ditching & Backhoe	23,347	$5.75	$134,245.25	2,143	$24.00	$51,432.00	35	$250.00	$8,750.00	101	$150.00	$15,150.00	$209,577.25
M & S Construction	23,347	$3.50	$81,714.50	2,143	$23.00	$49,289.00	35	$500.00	$17,500.00	101	$100.00	$10,100.00	[redacted]
SMC Utility Construction	23,347	$6.20	$144,751.40	2,143	$28.00	$60,004.00	35	$900.00	$31,500.00	101	$500.00	$50,500.00	$286,755.40
M.L. Young, Inc.	23,347	$10.80	$252,147.60	2,143	$37.20	$79,719.60	35	$350.00	$12,250.00	101	$118.00	$11,918.00	$356,035.20
HTM Underground, LLC	23,347	$4.10	$95,722.70	2,143	$34.00	$72,862.00	35	$300.00	$10,500.00	101	$40.00	$4,040.00	$183,124.70

		Form A			Quantitys			Unit Price		Form B	
Bidder	Description	Quantity	Unit Price	Total	Phase 1	Phase 2	Phase 3	Phase 1	Phase 2	Phase 3	Phase
Water Products of Oklahoma											
	4" AWWA C-200PVC SDR 21	1,060	$1.26	$1,335.60	1,060	0	0	$1.26	$0.00	$0.00	$1,335
	6" AWWA C-200 PVC SDR 21	23,440	$2.63	$61,647.20	7,800	7,820	7,820	$2.63	$2.97	$3.16	$20,514
	8" AWWA C-200 PVC SDR 21	20	$4.43	$88.60	20	0	0	$4.43	$0.00	$0.00	$88
	6"x4" D.I.P. Tee	2	$83.30	$166.60	2	0	0	$83.30	$0.00	$0.00	$166
	6"x6" D.I.P. Tee	55	$90.48	$4,976.40	18	19	18	$90.48	$95.25	$97.29	$1,628
	6"x6" D.I.P. Cross	10	$130.00	$1,300.00	4	4	2	$130.00	$136.85	$139.79	$520
	6" Gate Valve (Clow or Mueller)	101	$372.00	$37,572.00	34	34	33	$372.00	$400.00	$421.06	$12,648
	4" Gate Valve (Clow or Mueller)	3	$288.00	$864.00	2	1	0	$288.00	$309.68	$0.00	$576
	6" Tapping Valve (Clow or Mueller)	8	$372.00	$2,976.00	3	3	2	$372.00	$400.00	$421.06	$1,116
	4" Tapping Valve (Clow or Mueller)	1	$288.00	$288.00	0	1	0	$0.00	$309.68	$0.00	$0
	4"x8" Tapping Sleeve	1	$242.00	$242.00	0	1	0	$0.00	$254.74	$0.00	$0
	6"x8" Tapping Sleeve	7	$256.00	$1,792.00	2	3	2	$256.00	$269.48	$283.67	$512
	6"x10" Tapping Sleeve	1	$288.00	$288.00	1	0	0	$288.00	$0.00	$0.00	$288
	Fire Hydrant 36" Bury (Clow or Mueller)	35	$1,208.00	$42,280.00	12	12	11	$1,208.00	$1,271.58	$1,338.51	$14,496
	4" 22½ Degree Bend	8	$38.66	$309.28	8	0	0	$38.66	$0.00	$0.00	$309
	6" 11¼ Degree Bend	10	$55.67	$556.70	10	0	0	$55.67	$0.00	$0.00	$556
	6" 22½ Degree Bend	10	$55.72	$557.20	10	0	0	$55.72	$0.00	$0.00	$557
	6" 45 Degree Bend	10	$57.74	$577.40	10	0	0	$57.74	$0.00	$0.00	$577
	6" 90 Degree Bend	10	$65.40	$654.00	10	0	0	$65.40	$0.00	$0.00	$654
	8"x6" Reducer	3	$65.50	$196.50	3	0	0	$65.50	$0.00	$0.00	$196
	6"x4" Reducer	2	$44.56	$89.12	2	0	0	$44.56	$0.00	$0.00	$89
	Tracer Wire	25,000	$0.06	$1,500.00	9,000	9,000	7,000	$0.06	$0.07	$0.08	$540
	Valve Box Adjustable	113	$28.00	$3,164.00	40	40	33	$28.00	$28.00	$28.00	$1,120
	6"x¾ Tapping Saddle	330	$27.43	$9,051.90	110	110	110	$27.43	$28.88	$29.47	$3,017
	¾ Corp Stop	330	$15.58	$5,141.40	110	110	110	$15.58	$16.40	$16.74	$1,713
	¾ Meter 90 (Ball Valve)	330	$20.69	$6,827.70	110	110	110	$20.69	$21.78	$22.23	$2,275
	¾ Poly	8,000	$0.17	$1,360.00	3,000	3,000	2,000	$0.17	$0.18	$0.19	$510
	¾ Stiffeners	700	$0.91	$637.00	250	250	200	$0.91	$0.96	$0.98	$227
	TOTAL			$186,438.60							$66,234

MEMORANDUM OF AGREEMENT

The City of Clinton, Oklahoma ("the City") hereby retains Capitol Decisions, Inc. ("CDI") as legislative advocates with regard to various federal agencies and legislative issues. CDI undertakes to monitor and evaluate these issues and to advise the City on the components of an agency and legislative plan and the appropriate strategy necessary to achieve the goals of such a plan. CDI will perform such services with regard to such issues as may be mutually agreed between CDI and the City.

It is understood that CDI may be required to register for work performed on behalf of the City under the terms of the Lobbying Disclosure Act of 1995, as amended (2 USC §1601 et seq.) and any subsequent laws or regulations.

In consideration of the performance of these services, the City shall pay to CDI the sum of $7,500.00 per month, with such payments due monthly and in advance. The City hereby represents and warrants that these payments shall not be made with federally appropriated funds. Sums owed by the City to CDI shall accrue interest at a rate of 1.5% per month if unpaid after ninety (90) days.

This Agreement shall not be assignable by either party.

This Agreement shall become effective February 1, 2010 and shall continue in effect until January 31, 2011 or until terminated by the City or CDI by written notice given to the other at least 90 days prior to the proposed date of termination.

This Agreement shall be deemed to be a contract made under the laws of the District of Columbia and for all purposes shall be construed in accordance with said laws. In the event of a dispute between the parties, they mutually consent to jurisdiction in the Superior Court for the District of Columbia. The prevailing party shall be entitled to costs and interest on any award at the rate of 1.5% per month to run from ten business days after the date of the award.

CAPITOL DECISIONS, INC.

Date: 2/11/2010

By: H. Stewart Van Scoyoc
H. Stewart Van Scoyoc
President

THE CITY OF CLINTON, OKLAHOMA

Date: _____

By: _____
Grayson Bottom
City Manager