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.

PUBLIC NOTICE OF A REGULAR MEETING OF THE INDUSTRIAL AUTHORITY TUESDAY, AUGUST 18, 2026 AT 5:30 PM COUNCIL CHAMBERS

AGENDA

Source listing: 08/18/2026 Council Meeting
Original source:
http://agendas.clintonok.gov/2026/2026-08-18-regular-council-meeting-6af5733f/index.html

1. Call to Order

2. Opening

    A. Dan Day, Custer County Sheriff, Prayer and Bobby Stewart, American Legion Post 41, Pledge of Allegiance

3. Consent Agenda (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.):

    A. Minutes from August 4, 2026 Regular Meeting

4. Discussion, Consideration, and Possible Action Regarding:

    A. Recommendation from Clinton Chamber or Commerce for Tourism Meeting/Event Grant Application for the Clinton Chamber of Commerce for Clinton Century Lap-Route 66 Festival in the Amount of $1,250.00

    B. Agreement with Retail Strategies to Provide Consulting Services in Retail Recruitment

5. New Business (If any, pursuant to Section 311.9 of the Oklahoma Open Meeting Act.):

6. Council Comments

7. Manager's Comments

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

9. Adjourn

Filed this 14th day of August 2026, Posted on the lobby bulletin board August 14, 2026, at 1:30 p.m. by Amy Jones, City Clerk.

A REGULAR MEETING OF CLINTON INDUSTRIAL AUTHORITY MINUTES
TUESDAY, AUGUST 4, 2026, 5:30 P.M.

A regular meeting of the Chair and Trustees of the Clinton Industrial Authority City of Clinton, Oklahoma, Custer County, was held in the Council Chambers on Tuesday, August 4, 2026, 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 July 31, 2026, at 5:00 p.m..

Chair David Berrong called the meeting to order at 5:30 p.m.

Trustees Present: David Berrong, Art Lloyd, Erin Adams, Ernie Dowdell, Ernesto Villanueva
MANAGER: Robert Johnston
CITY TREASURER: Debra Blanchard
CITY ATTORNEY: Ryan Meacham
City Clerk: Amy Jones
NEWS MEDIA: Sean Stephens, Kyra Huckabay
OTHERS: Kevin Rother, Brooks Red, Kent and Beth Dewees, Toby Anders, Luis DeLaTorre, Brent Hester,

Don Miller, American Legion Post 41 led the Pledge of Allegiance.

AGENDA ITEM NO. 3: CONSENT AGENDA

(All items listed under the Consent Agenda Items are deemed to be non-controversial and routine in nature by the Board of Trustees. The following items will not be discussed but will be approved by one motion of the Board of Trustees unless any Trustee desires to discuss an item, at which time it will then be removed and thus placed as a Regular Agenda Item for consideration and approval on this Agenda. The Consent Agenda Items consist of the following items.)

A. **Minutes from July 22, 2026, Regular Meeting**
B. **Consider Claims**
C. **Acknowledgement of the Receipt of the Financial Statement of June 30, 2026**

Motion was made by Trustee Ernie Dowdell and seconded by Trustee Ernesto Villanueva to approve the Consent Agenda Items as presented.

Chair David Berrong put the motion to a roll call vote:

Aye: David Berrong, Art Lloyd, Erin Adams, Ernie Dowdell and Ernesto Villanueva

Nay: None

Chair David Berrong declared the motion carried.

AGENDA ITEM NO. 4: DISCUSSION, CONSIDERATION, AND POSSIBLE ACTION REGARDING:

None

AGENDA ITEM NO. 5: NEW BUSINESS (IF ANY, PURSUANT TO SECTION 311.9 OF THE OKLAHOMA OPEN MEETING ACT.):

None

AGENDA ITEM NO. 6: COUNCIL COMMENTS

None

AGENDA ITEM NO. 7: MANAGER'S COMMENTS

None

AGENDA ITEM NO. 8: AUDIENCE PARTICIPATION (ACCORDING TO AUDIENCE PARTICIPATION DECORUM GUIDELINES AT CLINTON CITY COUNCIL PUBLIC MEETINGS EFFECTIVE: 2/14/2017)

None

AGENDA ITEM NO. 9: ADJOURN

Moved by Trustee Ernie Dowdell and seconded by Trustee Ernesto Villanueva to adjourn the meeting.

Chair David Berrong put the motion to a roll call vote:

Aye: David Berrong, Art Lloyd, Erin Adams, Ernie Dowdell and Ernesto Villanueva

Nay: None

Chair David Berrong declared the motion carried.

Chair declared the meeting adjourned.

_____

Date Approved

_____

David Berrong, Chair

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 Chamber of Commerce		Date: 8/13/2026
Mailing Address: 101 S 4th		Phone: (580) 323-2222
City: Clinton	State: OK	ZIP Code: 73601
Year Founded/Established: 1952	Non-Profit: (Yes) No (Please circle)	Website: Clintonok.org
Type of Organization/Agency (brief description of activities and primary purpose):		

Event/Emergency Contact Information

Event Contact Person: Julie Caldwell		Title: President
Address: 101 S 4th		Phone: (580) 323-2222
City: Clinton	State: OK	Zip: 73601
Email Address: juliecaldwell@clintonok.org		2nd Phone:

Meeting/Event Information

Name of Meeting/Event:

Date Event Begins	9/5/2024	Date Event Ends	9/5/2024

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

Clinton Century Lap - Rt 66 Festival
Advertising - banners, radio, print, social media, fliers
Last year we had 87 cars, this year we anticipate many more. We would use it for the Live Band, also.

Date of Last Meeting/Event	9/12/2025	Number/Years Previously Received Funds		Meeting/Event Funding Amount Requested:	$ 1250 ea

Clinton
Hub City of Western Oklahoma

Meeting/Event Grant Application (Continued)

Organization/Agency Name: Clinton Chamber of Commerce	Date: 9/5/2025

Economic Impact

Anticipated Economic Benefit or Impact to the City of Clinton:

Bringing people downtown to shop & eat

Expected Visitor Attendance to Clinton:	300-400	Local Visitors (within 75 miles)	200	Area Visitors (outside 75 miles)	150	Out of State Visitors	50

Total Expected Number of Hotel/Motel Room Nights Required (# nights x # rooms)		Host Hotel/Motel:

Overflow Hotels/Motels:

Anticipated Meeting/Event Facilities Required:

Dispersal Information

Name and Address to Appear on Check: Clinton Chamber of Commerce

Name:

Address: 101 S 4th

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: Julie Caldwell	Applicant Title: President
Printed Name: Julie Caldwell	Application Date: 8/13/2026

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 City Council during 3rd Tuesday regularly scheduled 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: $ 1250	Date:
CRS	Clint Livesay
Signature of Clinton Chamber of Commerce Board Chair or Acting Chair	Printed Name:

AGREEMENT TO PROVIDE CONSULTING SERVICES

This Agreement to Provide Consulting Services (this "Agreement") sets forth the mutual understanding of (the "Client") Clinton Industrial Authority, an Oklahoma Public Trust and Retail Strategies, LLC, an Alabama limited liability company (the "Consultant") on this _____ day of _____ 2026 (the "Execution Date"), for the provision of professional consulting services as more fully set forth below.

R E C I T A L S:

The Consultant possesses a high degree of professional skill and experience and is a unique provider of professional consulting services in retail recruitment.

The Client desires to hire the Consultant to provide professional consulting services because of its professional skill and experience.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth in this Agreement, the Client and the Consultant, intending to be legally bound, do hereby agree as follows:

1. CONSULTING SERVICES. The Consultant agrees to provide the following professional services to the Client as detailed in Exhibit A (a copy of which is attached hereto and incorporated herein by reference) (the "Services"):

2. TERM. The Consultant's engagement and provision of Services will commence upon the Execution Date as set forth above. The Consultant's engagement and this Agreement will terminate automatically on the third anniversary of the Execution Date (the "Term") unless earlier terminated as provided in Section 6 below. At the end of the Term, the Client, acting by and through the Client Representative, may extend the Term at its option for successive periods on such terms and conditions as the Client Representative, acting for and on behalf of the Client, and the Consultant may agree upon in writing.

3. CONSULTING FEE.

A. Consulting Fee. In consideration for providing the Services, the Client agrees to pay the Consultant a consulting fee (the "Consulting Fee"). The Consulting Fee will be paid in installments of immediately available funds as follows:

Contract Period	Payment Date	Payment Amount
Year One	Upon execution of this agreement	$45,000
Year Two	On or before the 1st anniversary of the Execution Date	$45,000
Year Three	On or before the 2nd anniversary of the Execution Date	$45,000

B. **Payment Default.** If the Client fails to pay any portion of the Consulting Fee on the requisite payment date, the Consultant will immediately cease all Services identified in Exhibit A. Additionally, from the date due until paid, the delinquent amount shall bear interest at the rate of one and one-half percent (1.5%) per month. If Consultant shall engage an attorney to collect any unpaid amount due hereunder, or institutes legal action to enforce the provisions of this Agreement, Consultant shall be entitled to receive from Client, in addition to such unpaid amount plus interest, a reasonable attorney fee and all expenses incurred by Consultant as awarded by a court of competent jurisdiction.

4. CLIENT INFORMATION AND ACCESS.

A. To the extent permitted by law, the Client will provide the Consultant with access to relevant personnel, facilities, records, reports, and other information (including any information specified in the Consultant's proposal to the Client) accessible by the Client that the Consultant may reasonably request from time-to-time during the Term. The Client acknowledges and agrees that the Consultant's scheduled delivery of the Services is dependent upon the timely access to such personnel, facilities, records, reports and other requested information.

B. To facilitate such access and Consultant's delivery of the Services, the Client designates the Community/Economic Development Director (the "Client Representative"), currently Fayne Sawatzky. The Client Representative will serve as the primary liaison between the Consultant and the Client. The Client Representative will have responsibility for regular communications between the Client and the Consultant, including providing updates in a timely manner through Basecamp. The Client Representative's communications to the Consultant will include information regarding retail growth and development, such as actual and prospective business openings and closings, changes in economic drivers (e.g., significant increases or decreases in workforce of major employers, school enrollments, housing or healthcare services) and changes in the ownership of targeted real estate (e.g., transfers of real estate or changes in the finances of ownership). The Client Representative will also be responsible for disseminating updates relative to consultants' activities related to scope of work to members of local stakeholder groups of the Client (e.g. City Council, Economic Development Boards, and Chamber of Commerce etc.).

C. The Client hereby authorizes the Client Representative to act on behalf of the Client in the ordinary day-to-day administration and operation of this Agreement and the arrangements contemplated herein, including the authority to provide routine notices, approvals, consents, information, and other communications reasonably necessary to facilitate the Consultant's provision of the Services. Notwithstanding the foregoing, the Client Representative shall have no authority to execute, approve, or otherwise bind the Client to any amendment, agreement, instrument, arrangement, expenditure, or other commitment that: (i) requires or may require the payment or expenditure of funds by the Client beyond the Consulting Fee expressly provided for in this Agreement; (ii) creates any continuing financial or contractual obligation of the Client; (iii) materially modifies, expands, or extends the scope or term of this Agreement or the Services; or (iv) requires a material commitment of the Client's personnel, time, property, facilities, or other resources, unless such matter has first been expressly approved by the Client's governing body or other person or entity having lawful authority to approve such commitment on behalf of the

Client. The Consultant shall not rely upon the approval, consent, or execution of the Client Representative as authorization for any matter requiring such additional approval.

5. INTELLECTUAL PROPERTY. As part of the Services, the Consultant will prepare periodic and final reports including demographic and other research reports that will become the property of the Client upon delivery from the Consultant. Any other reports, memoranda, electronic mail, facsimile transmissions, or other written documents prepared or used by the Consultants in connection with the Services will remain the property of the Consultant. With the Consultant's prior permission, the Client may use other information provided by the Consultant, such as specifics related to retailers, developers, site information or other "confidential information" for internal purposes while taking reasonable steps to so limit the use of such materials and maintain its confidentiality. Consultant acknowledges and understands that Client is a public entity and subject to the Oklahoma Open Meetings Act which makes records, as that term is defined in the Act, subject to request and disclosure.

6. TERMINATION.

A. **By the Client At-Will.** The Client may terminate this Agreement at any time for any or no reason upon delivery of 30 days' prior written notice to the Consultant. Any portion of the Consulting Fee paid prior to such termination of this Agreement is earned when paid and nonrefundable.

B. **By the Client Upon the Consultant's Default.** The Client may notify the Consultant within 90 days of the day that the Client knows or should have known that the Consultant breached this Agreement. The Consultant will have 30 days following receipt of such notice to cure any alleged breach. If the Consultant fails to cure any alleged breach within that 30-day period, then the Client may terminate this Agreement. Within 30 days of such termination of this Agreement, the Consultant will refund a pro rata portion of the installment of the Consulting Fee previously paid for the contract period during which such termination occurs based upon the number of days remaining in such contract period.

C. **By the Consultant At-Will.** The Consultant may terminate this Agreement at any time for any or no reason upon delivery of 30 days' prior written notice to the Client. Within 30 days of such termination of this Agreement, the Consultant will refund a pro rata portion of the installment of the Consulting Fee previously paid for the period during which such termination occurs based upon the number of days remaining in such period.

D. **By the Consultant Upon the Client's Default.** The Consultant may notify the Client within 90 days of the day that the Consultant knows or should have known that the Client breached this Agreement. The Client will have 30 days following receipt of such notice to cure any alleged breach. If the Client fails to cure any alleged breach within that 30-day period, then the Consultant may terminate this Agreement. Any portion of the Consulting Fee paid prior to such termination of this Agreement is earned when paid and nonrefundable.

7. NOTICES. Any notice or communication in connection with this Agreement will be in writing and either delivered personally, sent by certified or registered mail, postage prepaid, delivered by a recognized overnight courier service, or transmitted via facsimile or other electronic transmission, addressed as follows:

Client:	Clinton Industrial Authority 415 W Gary Blvd Clinton, OK 73601 Fayne.sawatzky@clintonok.gov Attention: Fayne Sawatzky, Community/Economic Development Director
Consultant:	Retail Strategies, LLC 2200 Magnolia Ave. South, Suite 100 Birmingham, AL 35205 Email: contracts@retailstrategies.com Fax: (205) 313-3677 Attention: Clay Craft | VP of Client Services

or to such other address as may be furnished in writing by either party in the preceding manner. Notice shall be deemed to have been properly given for all purposes: (i) if sent by a nationally recognized overnight carrier for next business day delivery, on the first business day following deposit of such notice with such carrier, (ii) if personally delivered, on the actual date of delivery, (iii) if sent by certified U.S. Mail, return receipt requested postage prepaid, on the third business day following the date of mailing, or (iv) if sent by facsimile or email of a PDF document (with confirmation of transmission), then on the actual date of delivery if sent prior to 5 p.m. Central Time, and on the next business day if sent after such time.

8. INDEPENDENT CONTRACTOR. The Consultant, in its capacity as a professional consultant to the Client, is and will be at all times an independent contractor. The Consultant does not have the express, implied or apparent authority either (A) to act as the Client's agent or legal representative or (B) to legally bind the Client, its officers, agents or employees.

9. STANDARD TERMS.

A. **Affiliated Services:** Client acknowledges that affiliates of consultant act in the capacity of a real estate brokerage service business and may earn fees for services including brokerage, development, leasing and management fees in the performance of such affiliates services which may encompass a portion of the Project. In no event will the Client be responsible for any such fees, to the extent they are earned pursuant to this paragraph.

B. **Applicable Laws:** The Consultant will abide by all laws, rules and regulations applicable to the provision of the Services.

C. **Insurance:** The Consultant will carry all employee insurance necessary to comply with applicable state and federal laws.

D. **Third Party Beneficiaries:** This Agreement is for the sole benefit of the parties to this Agreement and their permitted successors and assigns. Nothing in this Agreement, whether express or implied, is intended to or will confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

E. **Publicity:** The Client agrees that the Consultant may, from time-to-time, use the Client's name, logo and other identifying information on the Consultant's website and in marketing and sales materials.

F. **Entire Agreement:** This Agreement, together with any exhibits or amendments hereto, constitutes the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. Any prior written or oral understandings and agreements between the parties are merged into this Agreement, which alone fully and completely expresses their understanding. No representation, warranty, or covenant made by any party which is not contained in this Agreement or expressly referred to herein has been relied on by any party in entering into this Agreement.

G. **Further Assurances**: Each party hereby agrees to perform any further acts and to execute and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement.

H. **Force Majeure:** Neither party to this Agreement will hold the other party responsible for damages or delay in performance caused by acts of God, strikes, lockouts or other circumstances beyond the reasonable control of the other or the other party's employees, agents or contractors.

I. **Limitation on Liability; Sole Remedy:** Each party's liability to the other party arising out of or related to this Agreement or the Services will not exceed the amount of the Consulting Fee. The Client's sole remedy in the event of any alleged breach of this Agreement by the Consultant will be the notice, cure, and refund provisions of Section 6(B) of this Agreement.
Notwithstanding the foregoing, neither the limitation of liability set forth above nor the limitation of the Client's remedies to those provided in Section 6(B) shall apply to any claim, loss, damage, liability, cost, or expense arising out of or resulting from the Consultant's fraud, willful misconduct, gross negligence, or violation of applicable law. With respect to any such act or omission, the Client shall be entitled to pursue any and all rights and remedies available to it under this Agreement, at law, or in equity, and any damages recoverable in connection therewith shall not be subject to the limitation of liability set forth in this Section.

J. **Amendment in Writing**: This Agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by a duly authorized officer of the Consultant and the Client Representative, acting for and on behalf of the Client.

K. **Binding Effect**: This Agreement will bind the parties and their respective successors and assigns. If any provision in this Agreement will be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.

L. **Captions**: The captions of this Agreement are for convenience and reference only, are not a part of this Agreement and in no way define, describe, extend, or limit the scope or intent of this Agreement.

M. **Construction:** This Agreement will be construed in its entirety according to its plain meaning and will not be construed against the party who provided or drafted it.

N. **Prohibition on Assignment:** No party to this Agreement may assign its interests or obligations hereunder without the written consent of the other party obtained in advance of any such assignment. No such assignment will in any manner whatsoever relieve any party from its obligations and duties hereunder and such assigning party will in all respects remain liable hereunder irrespective of such assignment.

O. **Waiver:** Non-enforcement of any provision of this Agreement by either party will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remaining terms and conditions of this Agreement.

P. **Survival:** Section 5 and Section 9(H) will survive termination of this Agreement.

Q. **Counterparts; Electronic Transmission:** This Agreement may be executed in counterparts, each of which will be deemed to be an original, and such counterparts will, together, constitute and be one and the same instrument. A signed copy of this Agreement delivered by telecopy, electronic transmission or other similar means will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

R. **Governing Law; Venue.** This Agreement and all matters arising out of or relating to this Agreement, the Services, or the relationship between the parties shall be governed by and construed in accordance with the laws of the State of Oklahoma, without regard to its conflict-of-laws principles. Any action, suit, or proceeding arising out of or relating to this Agreement, the Services, or the relationship between the parties shall be brought exclusively in the District Court of Custer County, State of Oklahoma. Each party irrevocably submits to the jurisdiction of such court and waives any objection to venue therein, including any objection based upon forum non conveniens or similar doctrine.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Client and the Consultant have caused this Agreement to be executed by their duly authorized officers to be effective as of the Executed Date.

CLIENT:
CLINTON INDUSTRIAL AUTHORITY

By: _____
Name:
Title:
Date:

CONSULTANT:
RETAIL STRATEGIES, LLC

By: _____
Name:
Title:
Date:

EXHIBIT A
RETAIL RECRUITMENT

I. CONSULTANT AGREEMENT

This section outlines what Retail Strategies (the "consultant") will provide to ***Clinton Industrial Authority*** *(the "client").*

A. RESEARCH

1. Identify market retail trade area using political boundaries, drive times and radii and custom boundary geographies
2. Perform market and retail GAP analysis for trade area (i.e. leakage and surplus)
3. Conduct retail peer market analysis
4. Tapestry lifestyles – psychographic profile of trade area / market segmentation analysis
5. Customized retail market guide including aerial map with existing national retailer brands and traffic counts
6. Identification of at minimum 30 retail prospects to be targeted for recruitment
7. Updates provided on retail industry trends
8. Custom on-demand demographic research – historical, current, and projected demographics – to include market trade areas by radius/drive time, and custom trade area

B. REAL ESTATE ANALYSIS

1. Identify/Evaluate/Catalog priority commercial properties for development, re-development and higher and best use opportunities
2. Identification of priority business categories for recruitment and/or local expansion
3. Active outreach to local brokers and landowners

C. RETAIL RECRUITMENT

1. Retail recruitment plan delivered to client summarizing all customized analytics, target zones for real estate and retail categories for recruitment focus.
2. Pro-active retail recruitment for targeted zones
3. Will contact a minimum of 30 retailers, restaurants, brokers and/or developers
4. Updates on new activity will be provided to Client's designated primary point of contact via Basecamp, telephone, or email on a monthly and/or as needed basis
5. One market visit per calendar year included in agreement, any travel outside of the agreement shall be approved and paid for by the contracting entity
6. Conference representation- updates provided according to the yearly conference schedule

EXHIBIT A
(Continued)

II. CLIENT AGREEMENT

*This section outlines what **Clinton Industrial Authority** (the "Client") will provide for Retail Strategies (the "Consultant").*

A. Point of Contact

1. One individual shall be specifically designated by Client and identified to Consultant as the primary point of contact ("POC")
2. POC will be responsible for regular communications between Client and Consultant
3. POC will be responsible for communicating all of Consultants updates and activities to Client as necessary
4. POC will be the primary facilitator of communication as it relates to concerns from board members, city council and/or other decision making community leaders
5. POC will be competent to aid Consultant in navigation of local political landscape
6. POC will have access to Basecamp and will post messages and on –going local updates in a timely manner

/

B. Information and Material Requested by Consultant:

1. Consultant will provide POC with no less than 3 business days' notice before materials and other information are needed
2. Client/ POC understands that Consultant's ability to stay on schedule will depend on receiving requested information by the requested deadline
3. Client/ POC will provide consultant with ongoing updates related to retail growth and development, including but not limited to: (i) businesses that open, close, or rumors associated, as such; (ii) changes in economic drivers (i.e. significant increase or decrease in employees for major employment, school enrollments, housing or medical); (iii) new ownership of real estate or changes in the owner's personal situation that may affect willingness to sell property
4. Client/ POC will inform Consultant of plans to attend ICSC conferences proving ample time to assist in planning

C. Information and Material Requested by Client:

1. POC will provide Consultant with no less than 3 business days' notice before a full update is needed
2. Client/ POC understand the confidentiality of communication containing retailer specific information and will notify Consultant before sharing such information publicly

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.

PUBLIC NOTICE OF A REGULAR MEETING OF THE RECREATIONAL AUTHORITY TUESDAY, AUGUST 18, 2026 AT 5:30 PM COUNCIL CHAMBERS

AGENDA

Source listing: 08/18/2026 Council Meeting
Original source:
http://agendas.clintonok.gov/2026/2026-08-18-regular-council-meeting-6af5733f/index.html

1. Call to Order
2. Opening
    A. Dan Day, Custer County Sheriff, Prayer and Bobby Stewart, American Legion Post 41, Pledge of Allegiance
3. Consent Agenda (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.):
    A. Minutes from the August 4, 2026 Regular Meeting
4. Discussion, Consideration, and Possible Action Regarding:
5. New Business (If any, pursuant to Section 311.9 of the Oklahoma Open Meeting Act.):
6. Council Comments
7. Manager's Comments
8. Audience Participation (According to Audience Participation Decorum Guidelines at Clinton City Council Public Meetings effective: 2/14/2017)
9. Adjourn

Filed this 14th day of August 2026, Posted on the lobby bulletin board August 14, 2026, at 1:30 p.m. by Amy Jones, City Clerk.

A REGULAR MEETING OF CLINTON RECREATION AUTHORITY MINUTES
TUESDAY, AUGUST 4, 2026, 5:30 P.M.

A regular meeting of the Chair and Trustees of the Clinton Recreation Authority City of Clinton, Oklahoma, Custer County, was held in the Council Chambers on Tuesday, August 4, 2026, 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 July 31, 2026, at 5:00 p.m..

Chair David Berrong called the meeting to order at 5:30 p.m.

Trustees Present: David Berrong, Art Lloyd, Erin Adams, Ernie Dowdell, Ernesto Villanueva
MANAGER: Robert Johnston
CITY TREASURER: Debra Blanchard
CITY ATTORNEY: Ryan Meacham
City Clerk: Amy Jones
NEWS MEDIA: Sean Stephens, Kyra Huckabay
OTHERS: Kevin Rother, Brooks Red, Kent and Beth Dewees, Toby Anders, Luis DeLaTorre, Brent Hester,

Don Miller, American Legion Post 41 led the Pledge of Allegiance.

AGENDA ITEM NO. 3: CONSENT AGENDA

(All items listed under the Consent Agenda Items are deemed to be non-controversial and routine in nature by the Board of Trustees. The following items will not be discussed but will be approved by one motion of the Board of Trustees unless any Trustee desires to discuss an item, at which time it will then be removed and thus placed as a Regular Agenda Item for consideration and approval on this Agenda. The Consent Agenda Items consist of the following items.)

A. **Minutes from July 7, 2026, Regular Meeting,**
B. **Consider Claims**
C. **Acknowledgement of Receipt of Financial Reports Month Ending June 30, 2026**

Motion was made by Trustee Ernie Dowdell and seconded by Trustee Ernesto Villanueva to approve the Consent Agenda Items as presented.

Chair David Berrong put the motion to a roll call vote:

Aye: David Berrong, Art Lloyd, Erin Adams, Ernie Dowdell and Ernesto Villanueva

Nay: None

Chair David Berrong declared the motion carried.

AGENDA ITEM NO. 4: DISCUSSION, CONSIDERATION, AND POSSIBLE ACTION REGARDING:

None

AGENDA ITEM NO. 5: NEW BUSINESS (IF ANY, PURSUANT TO SECTION 311.9 OF THE OKLAHOMA OPEN MEETING ACT.):

None

AGENDA ITEM NO. 6: COUNCIL COMMENTS

None

AGENDA ITEM NO. 7: MANAGER'S COMMENTS

None

AGENDA ITEM NO. 8: AUDIENCE PARTICIPATION (ACCORDING TO AUDIENCE PARTICIPATION DECORUM GUIDELINES AT CLINTON CITY COUNCIL PUBLIC MEETINGS EFFECTIVE: 2/14/2017)

None

AGENDA ITEM NO. 9: ADJOURN

Moved to adjourn the meeting.

Chair David Berrong put the motion to a roll call vote:

Aye: David Berrong, Art Lloyd, Erin Adams, Ernie Dowdell and Ernesto Villanueva

Nay: None

Chair David Berrong declared the motion carried.

Chair declared the meeting adjourned at 5:32 p.m.

The meeting adjourned at 5:32 p.m.

_____

Date Approved

_____

David Berrong, Chair

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.

PUBLIC NOTICE OF A REGULAR MEETING OF THE SOLID WASTE AUTHORITY TUESDAY, AUGUST 18, 2026 AT 5:30 PM COUNCIL CHAMBERS

AGENDA

Source listing: 08/18/2026 Council Meeting
Original source:
http://agendas.clintonok.gov/2026/2026-08-18-regular-council-meeting-6af5733f/index.html

1. Call to Order

2. Opening

    A. Dan Day, Custer County Sheriff, Prayer and Bobby Stewart, American Legion Post 41, Pledge of Allegiance

3. Consent Agenda (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.):

    A. Minutes from August 4, 2026 Regular Meeting

4. Discussion, Consideration, and Possible Action Regarding:

    A. Authorization for Purchase 3 Yard Dumpster Bottoms

    B. Authorization to Purchase Seventy-Two 3 Yard Dumpsters

5. New Business (If any, pursuant to Section 311.9 of the Oklahoma Open Meeting Act.):

6. Council Comments

7. Manager's Comments

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

9. Adjourn

Filed this 14th day of August 2026, Posted on the lobby bulletin board August 14, 2026, at 1:30 p.m. by Amy Jones, City Clerk.

A REGULAR MEETING OF CLINTON SOLID WASTE AUTHORITY MINUTES
TUESDAY, AUGUST 4, 2026, 5:30 P.M.

A regular meeting of the Chair and Trustees of the Clinton Solid Waste Authority City of Clinton, Oklahoma, Custer County, was held in the Council Chambers on Tuesday, August 4, 2026, 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 July 31, 2026, at 5:00 p.m..

Chair David Berrong called the meeting to order at 5:30 p.m.

Trustees Present: David Berrong, Art Lloyd, Erin Adams, Ernie Dowdell, Ernesto Villanueva
MANAGER: Robert Johnston
CITY TREASURER: Debra Blanchard
CITY ATTORNEY: Ryan Meacham
City Clerk: Amy Jones
NEWS MEDIA: Sean Stephens, Kyra Huckabay
OTHERS: Kevin Rother, Brooks Red, Kent and Beth Dewees, Toby Anders, Luis DeLaTorre, Brent Hester,

AGENDA ITEM NO. 2: CONSENT AGENDA

(All items listed under the Consent Agenda Items are deemed to be non-controversial and routine in nature by the Board of Trustees. The following items will not be discussed but will be approved by one motion of the Board of Trustees unless any Trustee desires to discuss an item, at which time it will then be removed and thus placed as a Regular Agenda Item for consideration and approval on this Agenda. The Consent Agenda Items consist of the following items.)

A. **Minutes from July 7, 2026, Regular Meeting**
B. **Consider Claims**
C. **Acknowledgement of Receipt of Financial Reports Month Ending June 30, 2026**

Motion was made by Trustee Ernie Dowdell and seconded by Trustee Ernesto Villanueva to approve the Consent Agenda Items as presented.

Chair David Berrong put the motion to a roll call vote:

Aye: David Berrong, Art Lloyd, Erin Adams, Ernie Dowdell and Ernesto Villanueva

Nay: None

Chair David Berrong declared the motion carried.

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

None

AGENDA ITEM NO. 4: NEW BUSINESS (IF ANY, PURSUANT TO SECTION 311.9 OF THE OKLAHOMA OPEN MEETING ACT.):

None

AGENDA ITEM NO. 5: COUNCIL COMMENTS

None

AGENDA ITEM NO. 6: MANAGER'S COMMENTS

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: ADJOURN

Moved to adjourn the meeting.

Chair David Berrong put the motion to a roll call vote:

Aye: David Berrong, Art Lloyd, Erin Adams, Ernie Dowdell and Ernesto Villanueva

Nay: None

Chair David Berrong declared the motion carried.

Chair declared the meeting adjourned.

The meeting adjourned at 5:32

_____

Date Approved

_____

David Berrong, Chair

Clinton
Hub City of Western Oklahoma

Agenda Commentary

Item Title/ Subject: Purchase 3YD Dumpster Bottoms

Staff Source: Gene McCullough, Public Works Director
Donnie Phipps, Solid Waste Supervisor

Date: August 11, 2026

History/Background Information: The Solid Waste Authority actively operates an in-house welding and maintenance program to maximize the lifespan of our commercial container fleet. The floor is the primary point of structural failure on commercial front-load dumpsters due to trapped moisture, organic acids, and continuous heavy loads—often corroding long before the sidewalls, lids, or pickup hooks degrade.

Rather than discarding an entire dumpster when the floor fails, Authority maintenance staff cut out damaged bottoms and weld in heavy-gauge, pre-fabricated steel replacement panels. This purchase will supply 50 replacement bottoms, allowing staff to return 50 degraded dumpsters to full operational service.

Financial & Cost Benefit Analysis

Purchasing pre-cut steel bottoms yields a **66.7% direct material cost savings** per unit compared to purchasing new replacement dumpsters.

Option	Unit Cost	Total Cost (51 Units)	Net Direct Savings
In-House Repair *(Precision Flame Bottom)*	**$233.00**	**$12,050.00**	**$23,817.00**
Full Dumpster Replacement *(New Unit)*	$700.00	$35,850.00	—

- **Immediate Capital Savings:** Repairing 50 dumpsters in-house saves the Solid Waste Authority **$23,817.00** compared to replacing those same units at full retail price ($700.00/unit).
- **Workforce Efficiency:** Pre-fabricated bottoms from Precision Flame eliminate extensive shop labor required to manually measure, torch-cut, and prep raw steel plate, allowing staff to execute turnarounds quickly.

Justification & Operational Impact

- **Asset Life Extension:** Welder-installed replacement bottoms extend the functional lifespan of an existing dumpster by 5 to 7 years for roughly one-third the cost of new equipment.
- **Environmental & Liability Control:** Timely floor repairs prevent toxic leachate leaks onto customer parking lots, eliminate dangerous rust-through jagged edges, and prevent waste spills during truck hoist cycles.

Financial Impact

The total cost of this purchase is $12,050.00. Funds are available and allocated in the approved FY 2026–2027 Solid Waste Authority Budget (Account #710-40912-3030; $72,000.00).

Recommendation: Approve authorizing department supervisor to execute a purchase order with Precision Flame for 50 3yd dumpster replacement bottoms not to exceed $12,050.00.

PRECISION FLAME

2809 WEST 21ST STREET
PLAINVIEW TX 79072
(806)808-2528

QUOTE

Date	Estimate #
8/5/2026	250717-6

Name / Address
CITY OF CLINTON P.O.BOX 1177 CLINTON OK 73601-1177

Description	Qty	Rate	Total
3 YD TAPERED BOTTOM PRIMED	50	233.00	11,650.00
DELIVERY CHARGES	1	400.00	400.00

Thank you for your business.

Subtotal	$12,050.00
Sales Tax (6.75%)	$0.00
Total	$12,050.00

Clinton
Hub City of Western Oklahoma

Agenda Commentary

Item Title/ Subject: **Purchase 3YD Dumpsters**

Staff Source: Gene McCullough, Public Works Director
Donnie Phipps, Solid Waste Supervisor

Date: August 11, 2026

History/Background Information: The Solid Waste Authority maintains an active container fleet to support our commercial and residential service accounts. To maximize tax dollars and extend asset lifespans, staff aggressively maintains an internal repair operation—welding cracked frames, replacing damaged lids and hinges, patching rusted bottoms, and repainting containers.

However, dumpsters are high-wear assets subject to constant physical impact, heavy loads, exposure to harsh weather, and corrosive organic acids. Despite ongoing maintenance, containers eventually reach a point of cumulative wear where structural integrity is lost and repair is no longer safe or cost-effective. A recent inventory audit identified a critical batch of containers that have exceeded their repairable lifespan and require immediate replacement, including new services that have requested/require dumpsters.

Justification & Operational Impact

- **Limits of In-House Repair:** Continued patching of severely degraded units creates diminishing returns. Attempting to repair containers with compromised sub-frames or structural walls consumes disproportionate staff hours and material costs for temporary fixes that ultimately fail.
- **Safety and Liability:** Unrepairable dumpsters with rusted-out bottoms, broken lifting hooks, or failed hinges create severe workplace hazard risks for collection drivers and public safety hazards at customer sites.
- **Environmental & Vector Control:** Containers past their usable life cannot maintain proper lid seals or bottom integrity, leading to leachate leaks, stormwater infiltration (which inflates landfill tipping fees by adding water weight), and pest attraction.

- **Operational Continuity:** Replacing retired inventory prevents container shortages for commercial accounts and eliminates hoist-arm mechanical damage on collection trucks caused by warped or failing pickup hooks.

Financial Impact

The total cost of this purchase is $52,700.00. Funds are available and allocated in the approved FY 2026–2027 Solid Waste Authority Budget (Account #710-40912-3030; $72,000.00). Retired, beyond-repair units will be decommissioned and sold for scrap metal, with all proceeds returned to the Solid Waste Authority funds.

Recommendation: Approve authorizing department supervisor to execute a purchase order with Roll-Offs USA for 72 3yd replacement dumpsters not to exceed $52,700.00.

Quote

ROLL-OFFS USA
P.O. BOX 727
DURANT, OKLAHOMA 74702-0727
(580) 924-6355

Order Number: 0058053
Order Date: 8/5/2026

Salesperson: HOUS
Customer Number: CLIOK

Sold To:
City of Clinton, OK
PO Box 1177
Clinton, OK 73601

Confirm To:
Donnie Phipps 580 660 6465

Ship To:
City of Clinton OK
1721 Marshall Rd
Clinton, OK 73601

Customer P.O.	Ship VIA	F.O.B.	Terms
	ROT		NET 30

Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount
S3H	ONE	72.000	0.000	0.000	700.000	50,400.00

3YD SIDE LOADER **Whse:** 000

SN: TBD

Bill Option 1 Option 96 FARM TAN
Bill Option 2 Option 01 HOOK EMCO 5/8
Bill Option 3 Option 01 1/2 METAL LID W/ 2 PLASTIC

3YD SIDE LOADER
EMCO HOOKS, 1/2 METAL 2 PIECE PLASTIC LIDS
COLOR: FARM TAN

FREIGHT $1150 @ 2 LOADS

**** QUOTE VALID FOR 14 DAYS ****

Net Order:	50,400.00
Less Discount:	0.00
Freight:	2,300.00
Sales Tax:	0.00
Order Total:	52,700.00

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.

PUBLIC NOTICE OF A REGULAR MEETING OF THE CITY COUNCIL TUESDAY, AUGUST 18, 2026 AT 5:30 PM COUNCIL CHAMBERS

AGENDA

Source listing: 08/18/2026 Council Meeting
Original source:
http://agendas.clintonok.gov/2026/2026-08-18-regular-council-meeting-6af5733f/index.html

1. Call to Order

2. Opening

    A. Dan Day, Custer County Sheriff, Prayer and Bobby Stewart, American Legion Post 41, Pledge of Allegiance

3. Consent Agenda (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.):

    A. Minutes from August 4, 2026, Regular Meeting

4. Discussion, Consideration, and Possible Action Regarding:

    A. Oklahoma Department of Transportation Agreement to Maintain with City of Clinton for Landscaping (Hub City Gateway Sign)

    B. Sublease Agreement with West Ok Co-Op

    C. Request for Executive Session, Pursuant to Section 307 (B) 1 of the OK Open Meeting Act for the Purpose of Discussing the Mutually Agreed Upon Process, Form, Criteria and Format for the Performance Evaluation of the City Manager Robert B. Johnston.

    D. Reconvene from Executive Session

    E. Any Action(s) Arising Out of the Executive Session.

5. New Business (If any, pursuant to Section 311.9 of the Oklahoma Open Meeting Act.):

6. Council Comments
7. Manager's Comments
8. Audience Participation (According to Audience Participation Decorum Guidelines at Clinton City Council Public Meetings effective: 2/14/2017)
9. Adjourn

Filed this 14th day of August 2026, Posted on the lobby bulletin board August 14, 2026, at 1:30 p.m. by Amy Jones, City Clerk.

A REGULAR MEETING OF CLINTON CITY COUNCIL MINUTES
TUESDAY, AUGUST 4, 2026, 5:30 P.M.

A regular meeting of the Mayor and Council Members of the City Council of the City of Clinton, Oklahoma, Custer County, was held in the Council Chambers on Tuesday, August 4, 2026, 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 July 31, 2026, at 5:00 p.m..

Mayor David Berrong called the meeting to order at 5:30 p.m.

Council Members Present: David Berrong, Art Lloyd, Erin Adams, Ernie Dowdell, Ernesto Villanueva
MANAGER: Robert Johnston
CITY TREASURER: Debra Blanchard
CITY ATTORNEY: Ryan Meacham
City Clerk: Amy Jones
NEWS MEDIA: Sean Stephens, Kyra Huckabay
OTHERS: Kevin Rother, Brooks Red, Kent and Beth Dewees, Toby Anders, Luis DeLaTorre, Brent Hester,

Don Miller, American Legion Post 41 led the Pledge of Allegiance.

AGENDA ITEM NO. 3: CONSENT AGENDA

(All items listed under the Consent Agenda Items are deemed to be non-controversial and routine in nature by the City Council. The following items will not be discussed but will be approved by one motion of the City Council unless any Council Member desires to discuss an item, at which time it will then be removed and thus placed as a Regular Agenda Item for consideration and approval on this Agenda. The Consent Agenda Items consist of the following items.)

A. **Approval of Minutes from July 22, 2026**
B. **Consider Claims**
C. **Acknowledgement of Receipt of Financial Reports Month Ending June 30, 2026**

Motion was made by Council Member Ernie Dowdell and seconded by Council Member Ernesto Villanueva to approve the Consent Agenda Items as presented.

Mayor David Berrong put the motion to a roll call vote:

Aye: David Berrong, Art Lloyd, Erin Adams, Ernie Dowdell and Ernesto Villanueva

Nay: None

Mayor David Berrong declared the motion carried.

AGENDA ITEM NO. 4: PUBLIC HEARING REGARDING THE PROPERTY AT 500 N 15TH OWNED BY WAYNE MCGINNIS IN CARE OF ALTA MCGINNIS.

Mayor Berrong called the public hear to order at 5:34 p.m. Code Enforcement Anders presented information regarding the property at 500 N 15th owned by Wayne McGinnis, in the care of Alta McGinnis, to the Council Members. Mayor Berrong asked if any in attendance was here to speak regarding the property. No one responded. Public Hearing ended at 5:38 p.m.

AGENDA ITEM NO. 5: DISCUSSION, CONSIDERATION, AND POSSIBLE ACTION REGARDING:

A. **Condemnation of Property Located 500 N. 15th**

Mayor Berrong presented the Condemnation of 500 N 15th to the Councilmembers. Discussion was held regarding the property. Motion to approve the condemnation of the Property at 500 N 15th owned by Wayne McGinnis in the care of Alta McGinnis was made by Trustee Dowdell and seconded by Trustee Ernesto Villanueva.

Motion was made by Council Member Ernie Dowdell and seconded by Council Member Ernesto Villanueva to acted on Condemnation of Property Located 500 N. 15th.

Mayor David Berrong put the motion to a roll call vote:

Aye: David Berrong, Art Lloyd, Erin Adams, Ernie Dowdell and Ernesto Villanueva

Nay: None

Mayor David Berrong declared the motion carried.

B. **Resolution 1820 - Appointing Mark Nicholson as a CEDA Trustee to Fulfill the Term of Office Ending June 1, 2027**

Resolution 1820 - Appointing Mark Nicholson as a CEDA Trustee to Fulfill the Term of Office Ending June 1, 2027 was presented for review and approval. Motion was made by Councilmember Dowdell and seconded by Councilmember Villanueva to approve Resolution 1820 - Appointing Mark Nicholson as a CEDA Trustee to Fulfill the Term of Office Ending June 1, 2027.

Motion was made by Council Member Ernie Dowdell and seconded by Council Member Ernesto Villanueva to acted on Resolution 1820 - Appointing Mark Nicholson as a CEDA Trustee to Fulfill the Term of Office Ending June 1, 2027.

Mayor David Berrong put the motion to a roll call vote:

Aye: David Berrong, Art Lloyd, Erin Adams, Ernie Dowdell and Ernesto Villanueva

Nay: None

Mayor David Berrong declared the motion carried.

C. **Recommendation from the Clinton Hospital Authority of the Approval of Trubridge First Amendment to Promissory Note.**

Recommendation from the Clinton Hospital Authority of the Approval of Trubridge First Amendment to Promissory Note. City Manager Johnston stated that the Hospital Authority had been reviewing all contracts to reduce expenses. This is one of those agreements and so the promissory note that was approved early this year has been adjusted and the new one is presented for approval with the recommendation from the Clinton Hospital Authority.

Motion was made by Councilmember Dowdell and seconded by Councilmember Villanueva to approve the recommendation from the Clinton Hospital Authority of the Approval of Trubridge First Amendment to Promissory Note.

Motion was made by Council Member Ernie Dowdell and seconded by Council Member Ernesto Villanueva to acted on Recommendation from the Clinton Hospital Authority of the Approval of Trubridge First Amendment to Promissory Note.

Mayor David Berrong put the motion to a roll call vote:

Aye: David Berrong, Art Lloyd, Erin Adams, Ernie Dowdell and Ernesto Villanueva

Nay: None

Mayor David Berrong declared the motion carried.

D. **Recommendation from the Clinton Hospital Authority of the Approval of Spacelabs Healthcare Equity Subscription Plan Agreement -Promissory Note.**

Recommendation from the Clinton Hospital Authority of the Approval of Spacelabs Healthcare Equity Subscription Plan Agreement -Promissory Note.

Motion was made by Councilmember Dowdell and seconded by Councilmember Villanueva to approve the recommendation from the Clinton Hospital Authority of the Approval of Spacelabs Healthcare Equity Subscription Plan Agreement -Promissory Note.

Motion was made by Council Member Ernie Dowdell and seconded by Council Member Ernesto Villanueva to acted on Recommendation from the Clinton Hospital Authority of the Approval of Spacelabs Healthcare Equity Subscription Plan Agreement -Promissory Note.

Mayor David Berrong put the motion to a roll call vote:

Aye: David Berrong, Art Lloyd, Erin Adams, Ernie Dowdell and Ernesto Villanueva

Nay: None

Mayor David Berrong declared the motion carried.

E. **Request for Executive Session, Pursuant to Section 307 (B) 1 of the OK Open Meeting Act for the Purpose of Discussing the Mutually Agreed Upon Process, Form, Criteria and Format for the Performance Evaluation of the City Manager Robert B. Johnston.**

Request for Executive Session, Pursuant to Section 307 (B) 1 of the OK Open Meeting Act for the Purpose of Discussing the Mutually Agreed Upon Process, Form, Criteria and Format for the Performance Evaluation of the City Manager Robert B. Johnston and motion was made by Councilmember Dowdell and seconded by Ernesto Villanueva to move into Executive Session and invite in City Attorney Ryan Meacham and City Manager Robert Johnston at 5:45 p.m.

Motion was made by Council Member Ernie Dowdell and seconded by Council Member Ernesto Villanueva to acted on Request for Executive Session, Pursuant to Section 307 (B) 1 of the OK Open Meeting Act for the Purpose of Discussing the Mutually Agreed Upon Process, Form, Criteria and Format for the Performance Evaluation of the City Manager Robert B. Johnston.

Mayor David Berrong put the motion to a roll call vote:

Aye: David Berrong, Art Lloyd, Erin Adams, Ernie Dowdell and Ernesto Villanueva

Nay: None

Mayor David Berrong declared the motion carried.

F. **Reconvene from Executive Session.**

Motion was made by Councilmember Dowdell and second by Councilmember Adams to reconvene from Executive Session at 7:18 p.m..

Motion was made by Council Member Ernie Dowdell and seconded by Council Member Erin Adams to acted on Reconvene from Executive Session.

Mayor David Berrong put the motion to a roll call vote:

Aye: David Berrong, Art Lloyd, Erin Adams, Ernie Dowdell and Ernesto Villanueva

Nay: None

Mayor David Berrong declared the motion carried.

G. **Any Action(s) Arising Out of the Executive Session.**

A report of no action was given by Mayor Berrong.

Motion was made by Council Member Ernie Dowdell and seconded by Council Member Ernesto Villanueva to acted on Any Action(s) Arising Out of the Executive Session.

Mayor David Berrong put the motion to a roll call vote:

Aye: David Berrong, Art Lloyd, Erin Adams, Ernie Dowdell and Ernesto Villanueva

Nay: None

Mayor David Berrong declared the motion carried.

H. **Pay Application No. 5 Scott Selsor Construction, LLC Construct Hangars AIP 3-40-0021-022-2025, AIG3-40-0021-023-2025, ODAA CLK -26H-FS in the amount of $ 211,933.72**

Pay Application No. 6 Scott Selsor Construction, LLC Construct Hangars AIP 3-40-0021-022-2025, AIG3-40-0021-023-2025, ODAA CLK -26H-FS in the amount of $ 211,933.72 was presented for review and approval to the Council Members.

Motion was made by Councilmember Dowdell and seconded by Councilmember Villanueva to approve pay application No. 6 Scott Selsor Construction, LLC Construct Hangars AIP 3-40-0021-022-2025, AIG3-40-0021-023-2025, ODAA CLK -26H-FS in the amount of $ 211,933.72.

Motion was made by Council Member Ernie Dowdell and seconded by Council Member Ernesto Villanueva to acted on Pay Application No. 5 Scott Selsor Construction, LLC Construct Hangars AIP 3-40-0021-022-2025, AIG3-40-0021-023-2025, ODAA CLK -26H-FS in the amount of $ 211,933.72.

Mayor David Berrong put the motion to a roll call vote:

Aye: David Berrong, Art Lloyd, Erin Adams, Ernie Dowdell and Ernesto Villanueva

Nay: None

Mayor David Berrong declared the motion carried.

AGENDA ITEM NO. 6: NEW BUSINESS (IF ANY, PURSUANT TO SECTION 311.9 OF THE OKLAHOMA OPEN MEETING ACT.):

None

AGENDA ITEM NO. 7: COUNCIL COMMENTS

None

AGENDA ITEM NO. 8: MANAGER'S COMMENTS

City Manager Johnston reported that he and Fayne Sawatzky, Community/Economic Development Director will be attending the Select Oklahoma Conference. He stated that you would notice 8 additional pavement markings painted on the old route 66 through out town. And finally a website to purchase tickets and promote the Oklahoma play in the McLain Rogers Park Amphitheater is up and going.

AGENDA ITEM NO. 9: AUDIENCE PARTICIPATION (ACCORDING TO AUDIENCE PARTICIPATION DECORUM GUIDELINES AT CLINTON CITY COUNCIL PUBLIC MEETINGS EFFECTIVE: 2/14/2017)

None

AGENDA ITEM NO. 10: ADJOURN

Moved by Council Member Ernie Dowdell and seconded by Council Member Ernesto Villanueva to adjourn the meeting.

Mayor David Berrong put the motion to a roll call vote:

Aye: David Berrong, Art Lloyd, Erin Adams, Ernie Dowdell and Ernesto Villanueva

Nay: None

Mayor David Berrong declared the motion carried.

Mayor declared the meeting adjourned.

_____

Date Approved

_____

David Berrong, Mayor

FORM M-7
Rev. 10/2008

OKLAHOMA DEPARTMENT OF TRANSPORTATION
AGREEMENT WITH MUNICIPALITY FOR LANDSCAPING

This agreement is entered into this 11th day of August, 20 26, between the Department of Transportation of the State of Oklahoma, hereinafter known as the DEPARTMENT, and the City of Clinton, Oklahoma, hereinafter known as the MUNICIPALITY:

WITNESSETH:

Whereas the MUNICIPALITY requests permission to construct landscaping on the highway right-of-way located at:

I-40 Business Route, approximately 0.5 miles east of the US-183 & BUS-40 intersection, Clinton, Ok.

Landscaping for the purpose of Hub City Gateway attraction on Historic 66.

The municipality shall construct all landscaping in accordance with the plans submitted.

and the Department is willing to allow such landscaping. Now, therefore the parties do mutually agree as follows; to-wit:

The DEPARTMENT agrees to permit the MUNICIPALITY to constuct said landscaping on the site located as described above, in accordance with the plans and specifications hereto attached and made a part hereof and as further provided herein.

THE MUNICIPALITY HEREBY AGREES:

1. That the terms and conditions of this agreement are binding upon its successors, grantees and tenants, and it will advise those parties of their obligations.

2. That all expenses associated with the construction and maintenance of the landscaping on the highway right-of-way shall be borne by the MUNICIPALITY.

3. That all construction will be in accordance with the plans hereby attached to the agreement.

4. That all maintenance (to include mowing, trimming, litter pick-up, and care and watering of all plant materials) will be in accordance with the initial five-year plan attached hereto and made a part hereof. After the initial five-year maintenance period, the MUNICIPALITY will retain an additional responsibility for perpetual vegetation management as follows: Vegetation maintenance including mowing and erosion control will be the responsibility of the MUNICIPALITY inside the designated planting areas. A minimum of four times per year the MUNICIPALITY will control erosion and undesirable vegetation around the base of the items in the designated planting area approved in this agreement. The MUNICIPALITY will also, a minimum of once per year, prune the approved vegetation in the designated planting area for esthetics and to allow MUNICIPALITY'S mowing equipment easy accessibility around the trees and shrubs approved by this agreement to prevent encroachment of such vegetation into the right-of-way outside of the designated planting areas. The MUNICIPALITY may perform such trimming more often at the MUNICIPALITY'S discretion. Vegetation maintenance and erosion control will be the responsibility of the DEPARTMENT outside the designated planting areas as required by applicable Transportation Commission Rules. If the MUNICIPALITY elects to remove the landscaping permitted by this agreement, the MUNICIPALITY will no longer be responsible for maintenance to the DEPARTMENT's property once the Right-of-Way is restored to a condition acceptable to the DEPARTMENT.

5. Whereas the MUNICIPALITY is a political subdivision of the State of Oklahoma, the DEPARTMENT recognizes that the MUNICIPALITY is vested with the experience and responsibility to serve and protect the best interests of its citizens as a whole such that there will be no requirement to obtain concurrence from any adjacent property owners.

6. The MUNICIPALITY'S workers and equipment may ingress and egress the site from a municipal street whether or not said street is a continuation of a State or Federal Highway. The MUNICIPALITY is responsible for setting up and maintaining traffic control and/or warning signage or devices in accordance with the current Manual of Uniform Traffic Control Devices (MUTCD). Where Federal Interstate Highway right-of-way is involved, such ingress and egress should not be from the Interstate mainline or ramps.

7. That upon completion of the landscaping, any fences or physical barriers, including a maintenance gate, required to control access onto the highway right-of-way will be placed by the MUNICIPALITY in accordance with the approved plan. Security of the maintenance gate shall be the sole responsibility of the MUNICIPALITY.

8. That adequate vegetation will be provided to prevent erosion. In the event that seasonal limitations delay the planting of said vegetation, appropriate temporary erosion control will be provided.

9. To assume all liability for damage of any kind to any persons or property resulting from said landscaping and to defend, indemnify and save the DEPARTMENT harmless from any and all claims of any kind or nature for injury or damage resulting therefrom in accordance with the Governmental Tort Claims Act, Title 51 O.S. §151, et seq. In the event of damage to highway property or facilities resulting from the construction of said landscaping, the MUNICIPALITY agrees to repair such damage or reimburse the DEPARTMENT for such damage at the election of the DEPARTMENT.

10. That should it become necessary for the DEPARTMENT to make improvements to the roadway or the ditch to maintain proper drainage to the highway, the DEPARTMENT shall not be held responsible for any damage to the vegetation or other landscaping thereon and reserves the right to require the MUNICIPALITY to alter the design of the landscaping or remove it completely, if necessary.

11. That public utilities can occupy the highway right-of-way, and the DEPARTMENT shall not be held responsible for damage to the vegetation or other landscaping during the installation or maintenance of these utility facilities. It is the City's responsibility to verify the location of existing utilties and to obtain their concsent for the propsed landscaping.

12. That no trees will be permitted within 30 feet (or a greater distance, if clear zone requires) of the edge of the roadway surface or upon inslopes, ditches or within the first 5 feet up the backslope, and all vegetation will be trimmed or removed, if necessary, to provide an adequate sight distance triangle at all intersections.

13. The MUNICIPALITY will provide an insurance policy providing coverage for liabilities set out in the Governmental Tort Claims Act, Title 51 O.S. §151, et seq., and the MUNICIPALITY shall have the DEPARTMENT endorsed as an additional named insured on the liability insurance policy to the extent of the State's liability under the provisions of the Governmental Tort Claims Act. The insurance policy will be maintained for as long as the landscape project exists. A certificate of insurance indicating such coverage will be sent to the DEPARTMENT by the MUNICIPALITY attached to this Agreement.

14. "Sponsorship" signs within the landscaping may not list the names of business, nor private non-public entities, clubs or other organizations.

If the landscape project involves reconfiguration or replacement of a limited access fence, then the MUNICIPALITY hereby further agrees:

15. To install the fence, pursuant to the attached specifications and shop drawings that have been pre-approved by the DEPARTMENT, on private property near the Right-of-Way (R/W) line. After MUNICIPALITY's installation of the fence is inspected and approved by the DEPARTMENT, the MUNICIPALITY shall remove the DEPARTMENT'S existing"Limits of No Access"fence along the R/W line and dispose of all fencing materials in an appropriate manner.

16. The MUNICIPALITY will fill post holes and repair any damage caused by the fence replacement operation. The MUNICIPALITY will set corner/stretcher posts as needed to secure the adjacent fencing on either end of the project work area.

17. The MUNICIPALITY will ingress and egress the highway R/W during construction of the project only when necessary and only from the MUNICIPALITY'S property. Any gates required to access the project area will be secured during times when no work is being conducted on the project and will be permanently secured at the completion of the project. The MUNICIPALITY'S equipment shall not ingress and egress the project work area from the driving lanes of the highway, except in areas that physical barriers prohibit such ingress and egress from the adjoining property.

18. The MUNICIPALITY shall place appropriate"Road Work"warning signs on the highway when equipment or personnel are within (30) feet of the edge of the paved shoulder, including when entering and exiting the project site.

19. The MUNICIPALITY shall be solely responsible to maintain the new fence, in accordance with this agreement. Should the MUNICIPALITY refuse or neglect to make repairs to the fence in a timely manner, the DEPARTMENT reserves the right to place standard"Limits of No Access"fencing at locations of breeches in said fence to maintain the"Limits of No Access". Any material later removed and replaced at such locations by the MUNICIPALITY shall be returned to the DEPARTMENT.

20. The DEPARTMENT reserves the right to replace the"Limits of No Access"fence on the R/W line to insure that the original design and function of the fence is maintained if the MUNICIPALITY'S fence fails for any reason and is not repaired or replaced to the DEPARTMENT'S satisfaction. At such time the DEPARTMENT will void and discontinue this agreement.

DEPARTMENT OF TRANSPORTATION

_____
Field Division Engineer

_____
Roadway Design Division Engineer

_____
State Maintenance Engineer

_____
Director of Operations

CITY OF _____

_____
MAYOR

_____
Attested By: City Clerk

Approved as to Form and Legality:

_____
Municipal Attorney

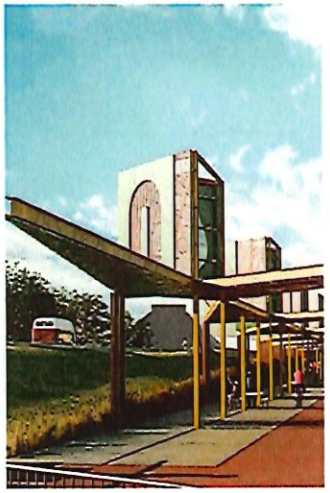
HUB CITY GATEWAY

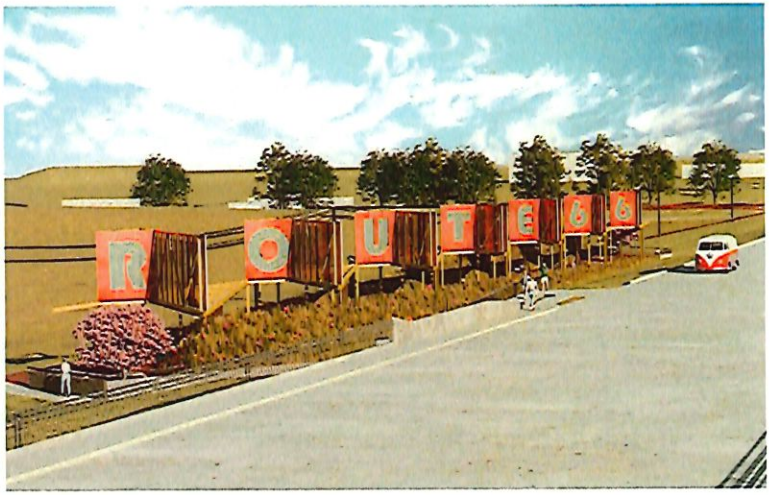
SCHEMATIC DESIGN U.S. ROUTE 66 CLINTON, OKLAHOMA

OCRA

02/17/2026 Projects







INDEX OF DRAWINGS

DRAWINGS INDEX				SCHEMATIC DESIGN
NUMBER	SHEET TITLE	SCALE	SIZE	REVISIONS
000	COVER PAGE		24"X36"	
100	SITE PLAN		24"X36"	
101	FLOOR PLAN		24"X36"	
102	FLOOR PLANS		24"X36"	
103	FLOOR PLANS		24"X36"	
104	ENLARGED SITE PLANS		24"X36"	
105	RAMP DETAILS		24"X36"	
106	PANEL ELEVATIONS		24"X36"	
107	PANEL ELEVATIONS		24"X36"	
108	DETAILS		24"X36"	
109	SITE SECTIONS		24"X36"	

PROJECT TEAM

OWNER:

CITY OF CLINTON
415 W GARY BLVD
CLINTON, OK 73601

ARCHITECT:

OCRA PROJECTS
613 FRISCO AVENUE
CLINTON, OK 73601
PHONE: 405-606-1621

OKLAHOMA DEPARTMENT OF TRANSPORTATION:

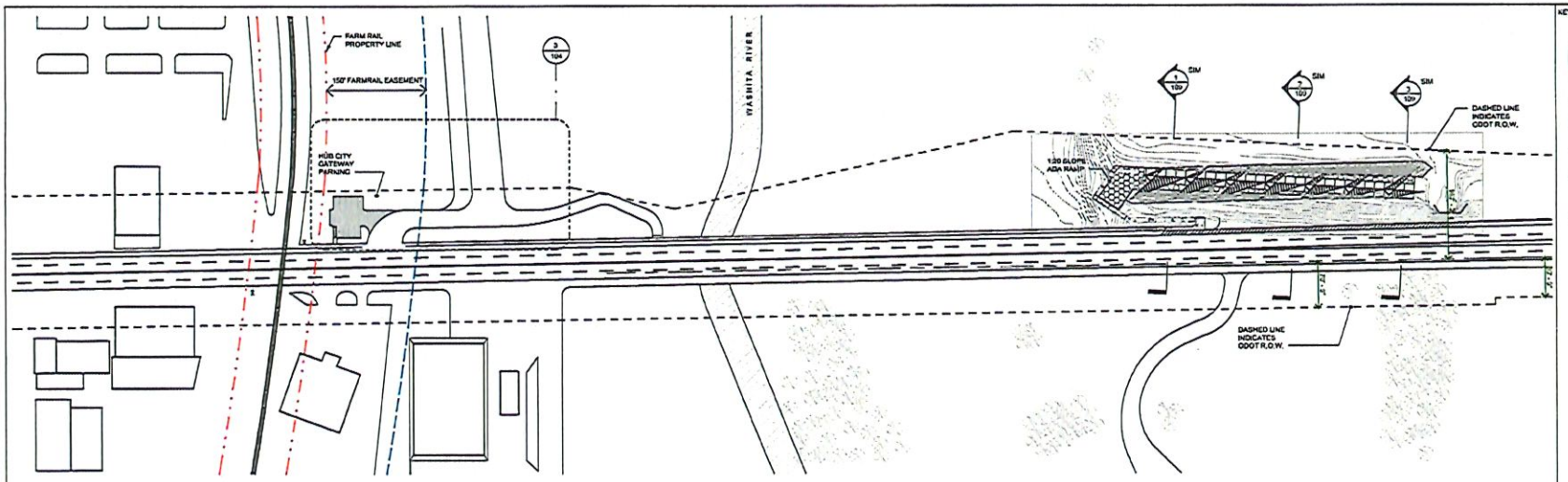
200 NE 21ST STREET, SUITE #2
OKLAHOMA CITY, OK 73105
PHONE: 405-522-6000

GENERAL CONTRACTOR:

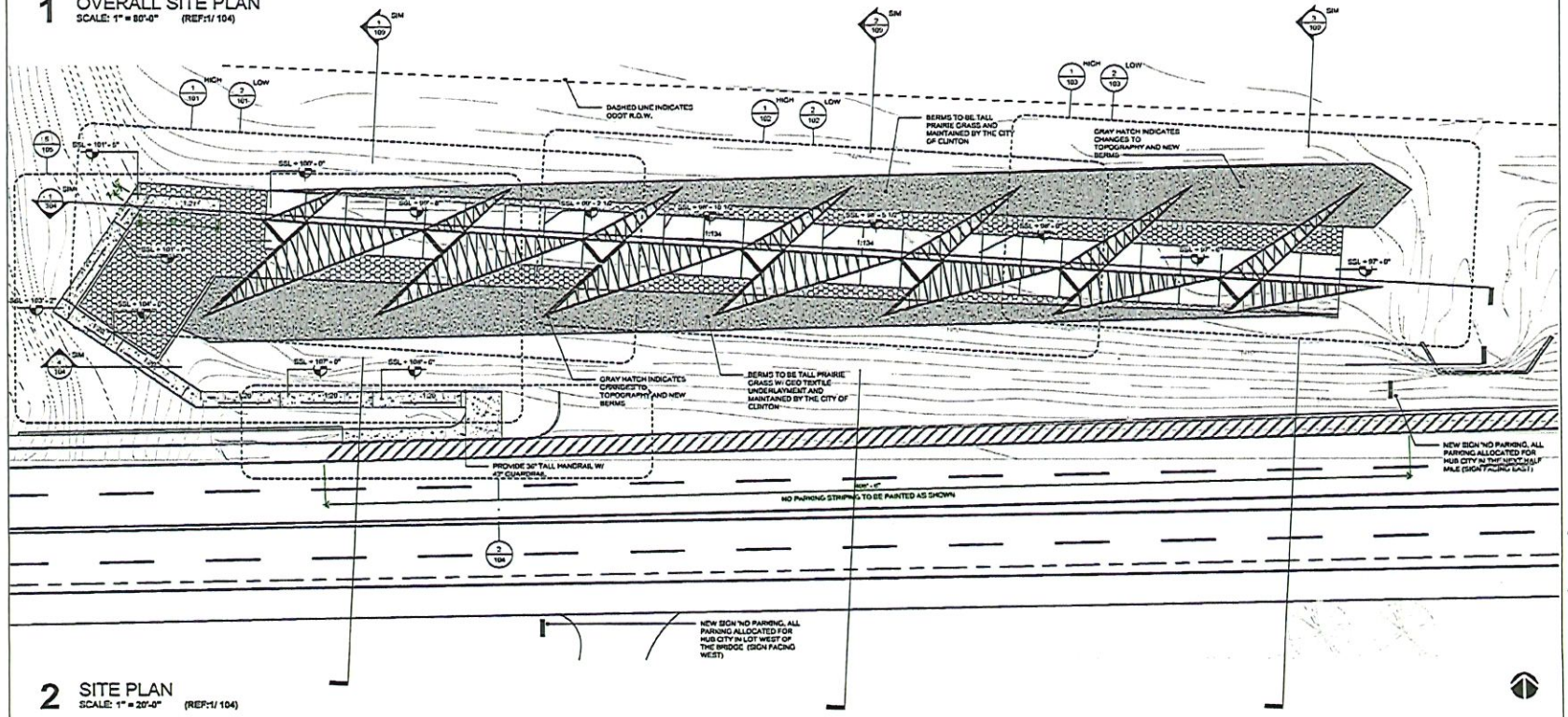
SAWATSKY CONSTRUCTION
3233 E MAIN ST
WEATHERFORD, OK
PHONE: 580-772-5563

VICINITY MAP





1 OVERALL SITE PLAN
SCALE: 1" = 80'-0" (REF:1/ 104)



2 SITE PLAN
SCALE: 1" = 20'-0" (REF:1/ 104)

KEY

5/5/2026 3:14:22 PM

OCRA Projects

address
CLINTON, OKLAHOMA

job title
HUB CITY GATEWAY

REV	DATE	DESCRIPTION

SITE LEGEND

- NEW CONCRETE
- NEW ASPHALT
- EXISTING ASPHALT / CONCRETE
- NEW CRUSHED GRANITE GRAVEL W/ MAX SIZE OF 3/8", TO BE COMPACTED AND COATED WITH TERRANOAT OR GRANITECRETE STABILIZER FOR ADA COMPLIANCE
- NEW GRASS

drawing title / location
SITE PLAN

scale
As Indicated@24"x36"

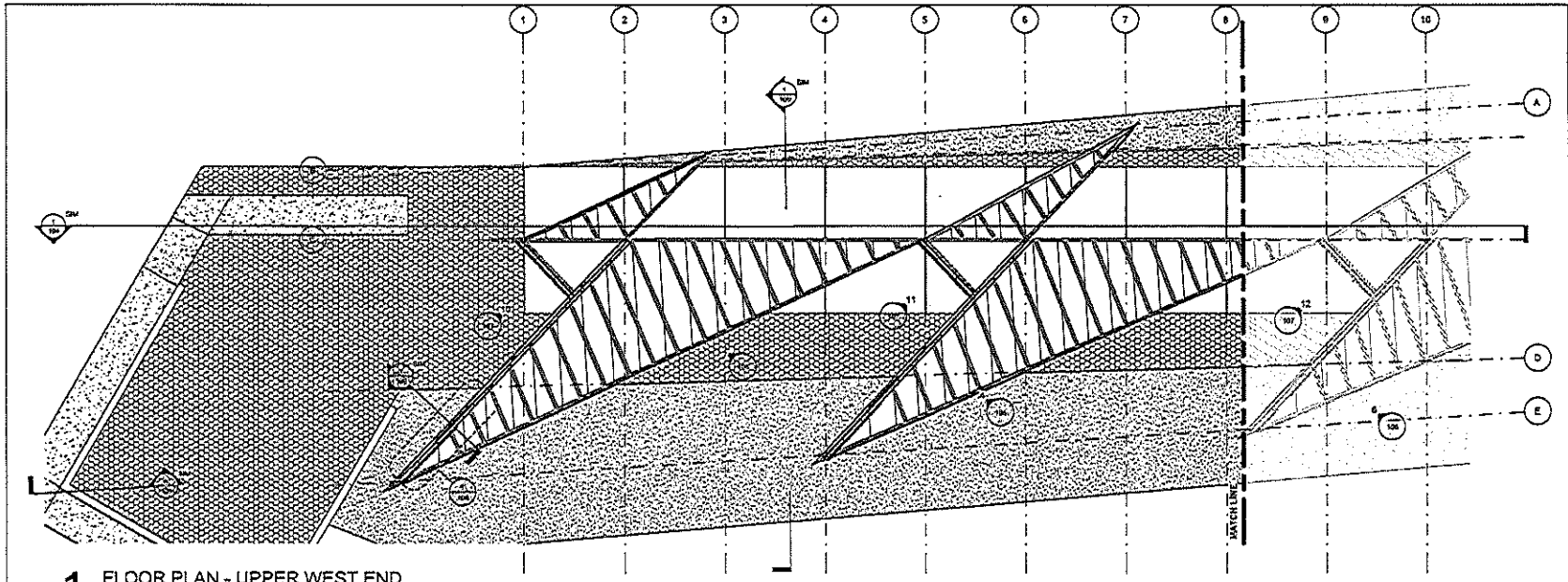
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drawing no
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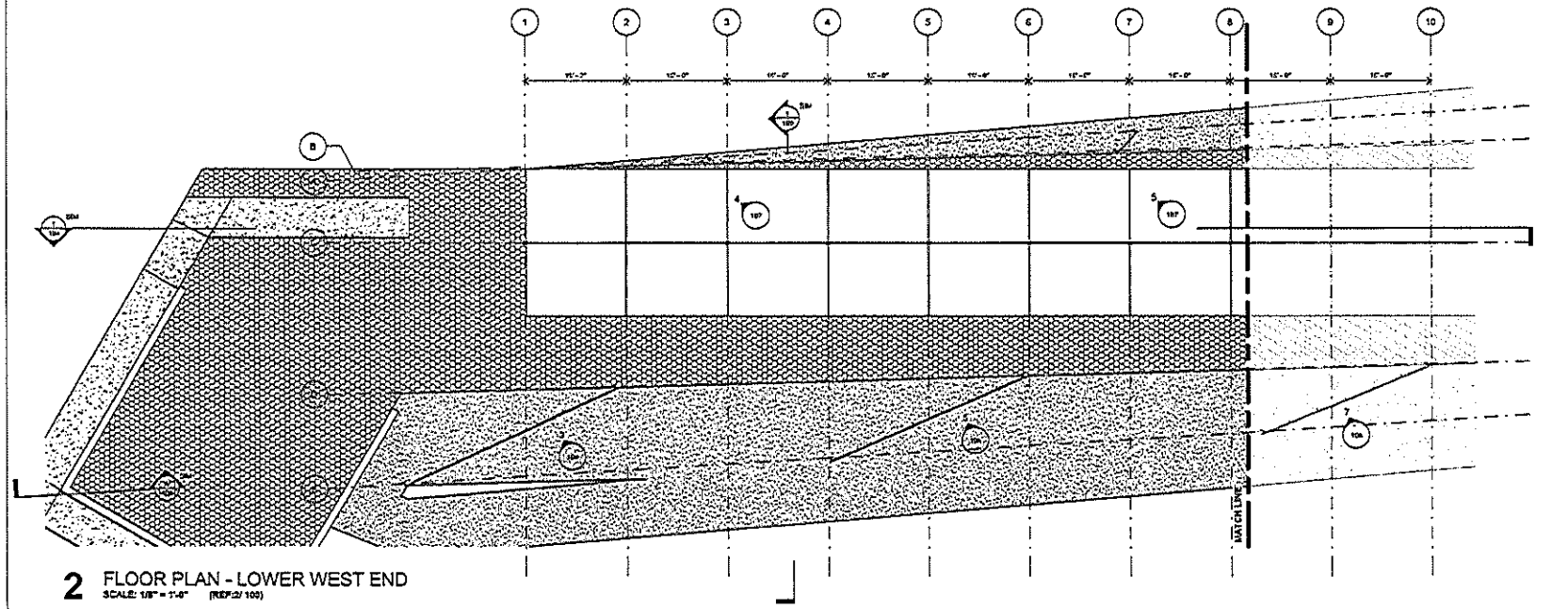
revision

project
25008

originator
A



1 FLOOR PLAN - UPPER WEST END
SCALE: 1/8" = 1'-0" (REF:2/100)



2 FLOOR PLAN - LOWER WEST END
SCALE: 1/8" = 1'-0" (REF:2/100)

OCRA Projects

CLINTON, OKLAHOMA

HUB CITY GATEWAY

REV DATE DESCRIPTION

GENERAL NOTES:

1. THE CONTRACTOR SHALL VERIFY AND COORDINATE DRAWINGS, DIMENSIONS, SPECIFICATIONS AND SCHEDULES PRIOR TO PROCEEDING WITH WORK OR FABRICATION. PROMPTLY NOTIFY ARCHITECT OF ANY DISCREPANCIES.
2. REFER TO ENLARGED PLANS FOR ADDITIONAL DIMENSIONS, NOTES AND DETAILS.
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- NEW GRASS

drawing title / location
FLOOR PLAN

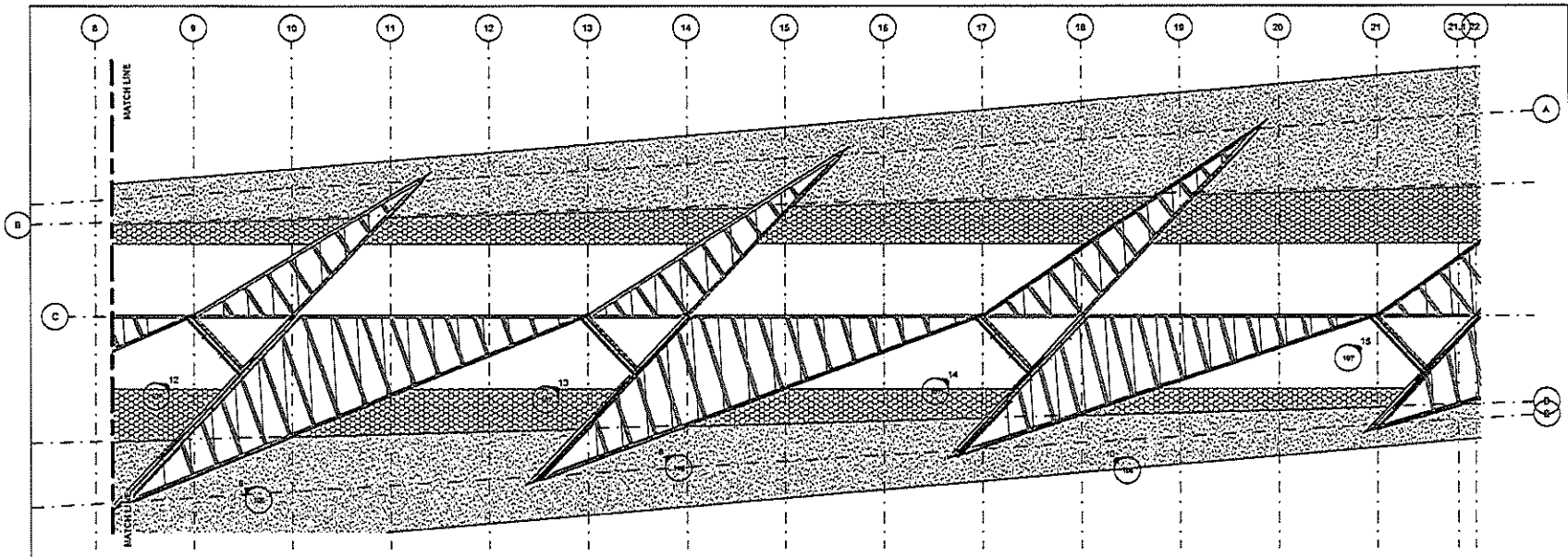
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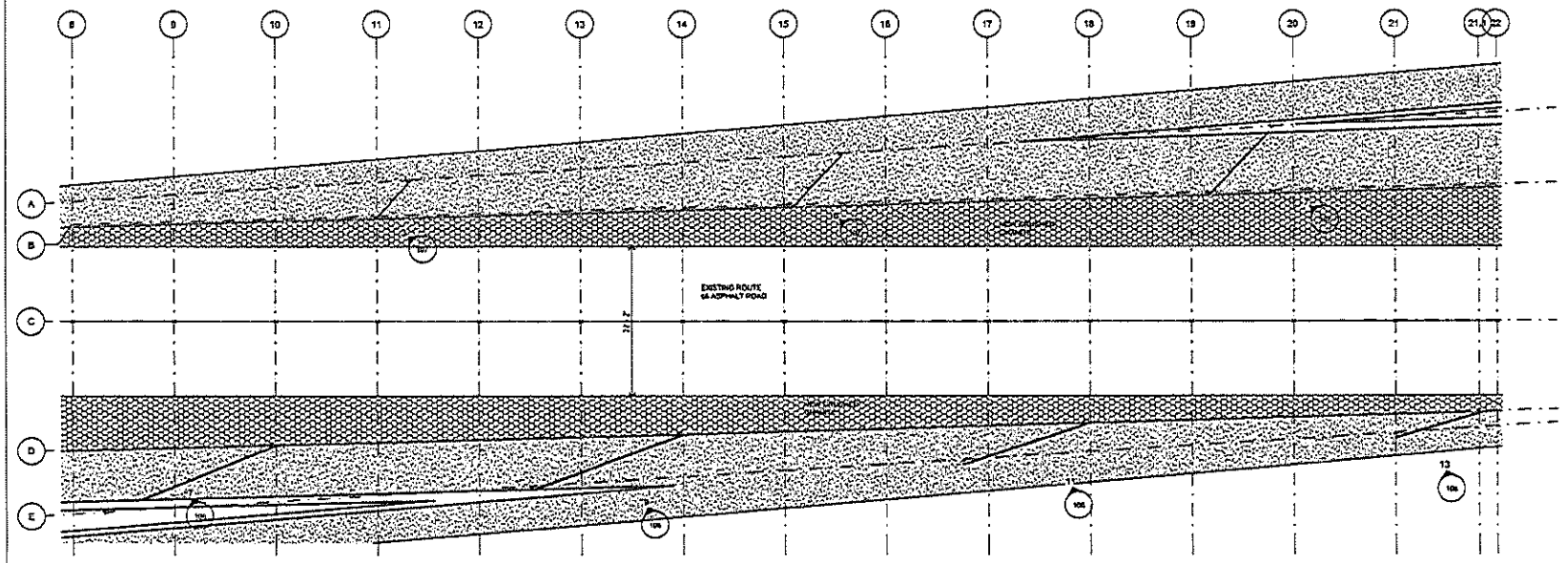
drawing no. 101

project 25008

revision A



1 FLOOR PLAN - UPPER CENTER
SCALE: 1/8" = 1'-0" (REF:2/ 100)



2 FLOOR PLAN - LOWER CENTER
SCALE: 1/8" = 1'-0" (REF:2/ 100)

KEY

OCRA Projects

address
CLINTON, OKLAHOMA
project title
HUB CITY GATEWAY

REV	DATE	DESCRIPTION

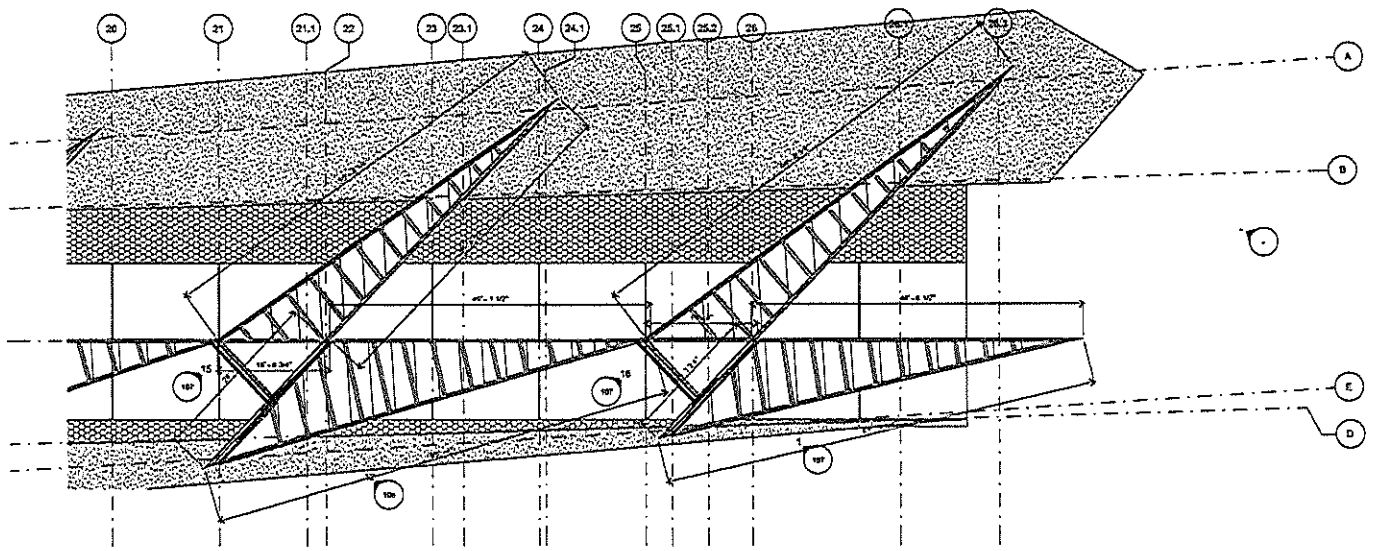
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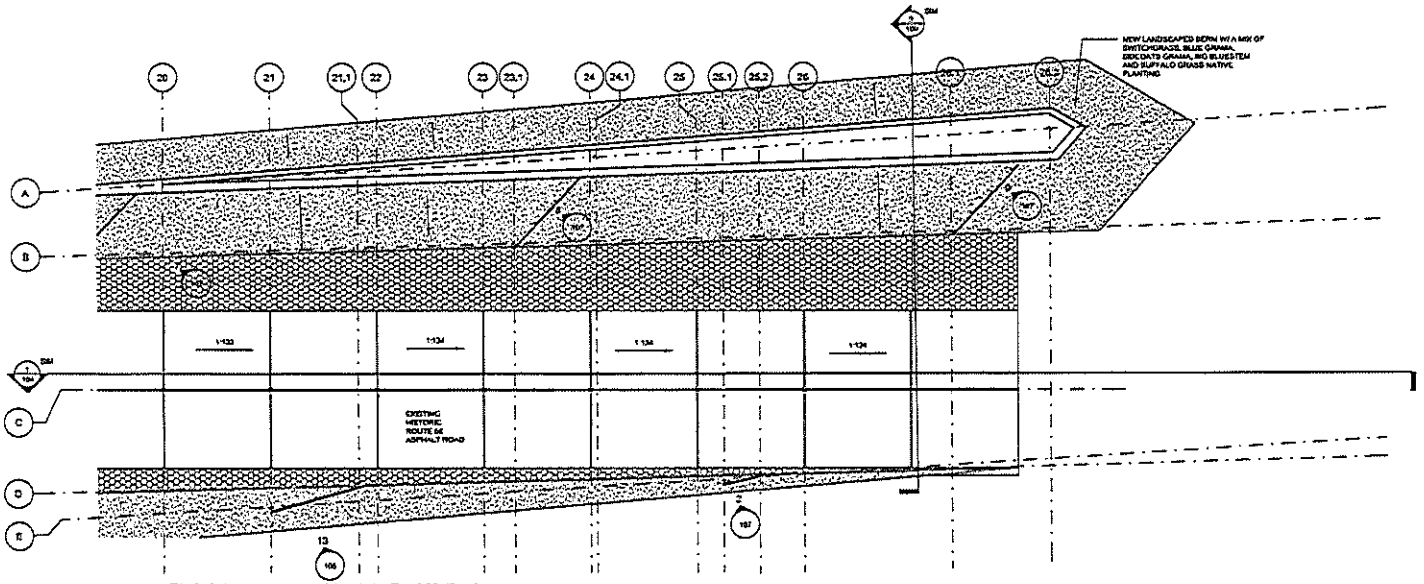
SITE LEGEND

- NEW CONCRETE
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- EXISTING ASPHALT / CONCRETE
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- NEW GRASS

drawing title / location
FLOOR PLANS
scale
As Indicated@24"x36"
status
PRELIMINARY
drawing no. | revision
102
project | originator
25008 A



1 FLOOR PLAN - UPPER EAST END
SCALE: 1/8" = 1'-0" (REF:2/100)



2 FLOOR PLAN - LOWER EAST END
SCALE: 1/8" = 1'-0" (REF:2/100)

KEY

OCRA Projects

CLINTON, OKLAHOMA

HUB CITY GATEWAY

REV DATE DESCRIPTION

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- NEW GRASS

drawing title / location
FLOOR PLANS

scale
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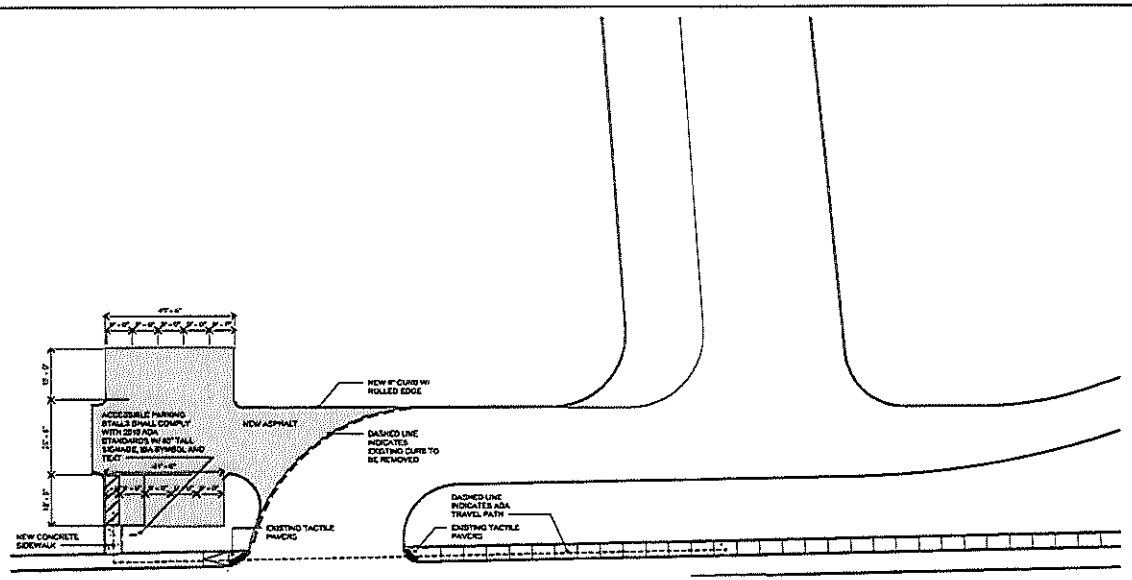
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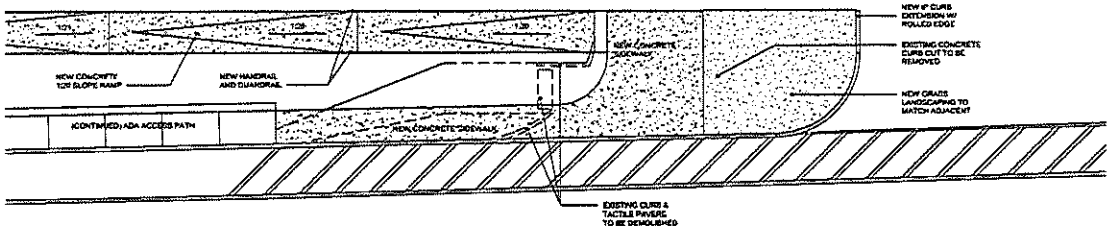
revision

project
25008

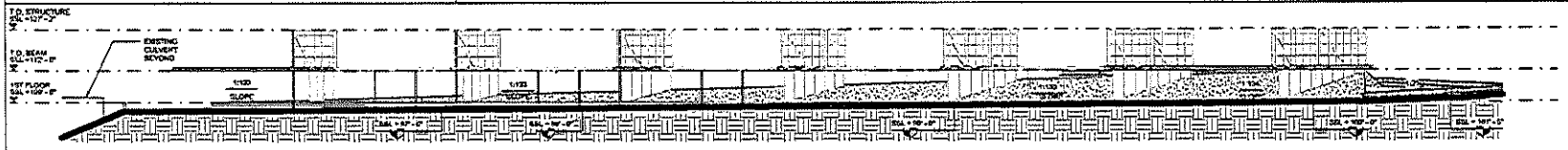
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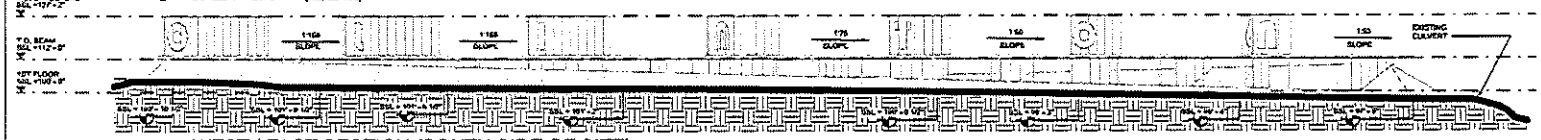
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2 ENLARGED ENTRY POINT
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1 EAST / WEST SECTION
SCALE: 1" = 20'-0" (REF:2/ 100)



4 WEST / EAST SECTION (SOUTH SIDE OF SITE)
SCALE: 1" = 20'-0" (REF:2/ 100)

KEY

OCRA Projects

CLINTON, OKLAHOMA

HUB CITY GATEWAY

REV DATE DESCRIPTION

SITE LEGEND

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- NEW ASPHALT
- EXISTING ASPHALT / CONCRETE
- NEW CRUSHED GRANITE GRAVEL W/ MAX SIZE OF 3/4", TO BE COMPACTED AND COATED WITH TERRASEAL OR GRANITECRETE STABILIZER FOR ADA COMPLIANCE
- NEW GRASS

drawing title / location
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scale
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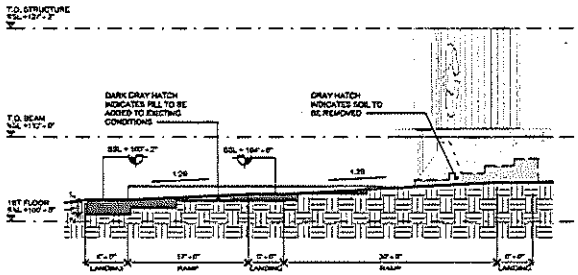
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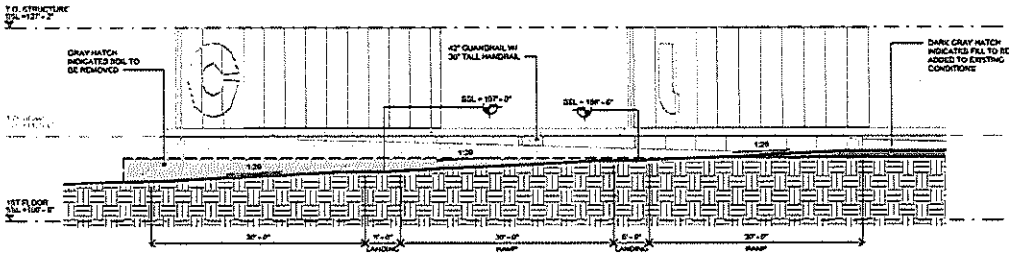
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project 25008

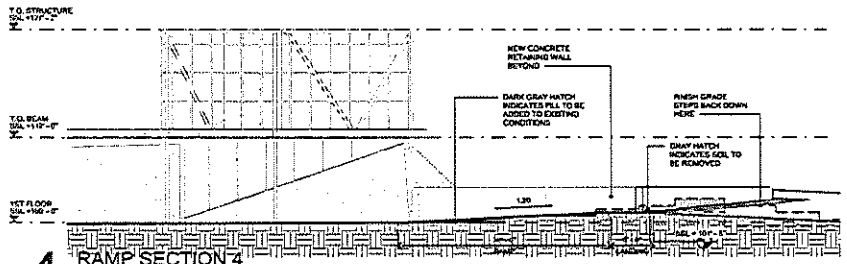
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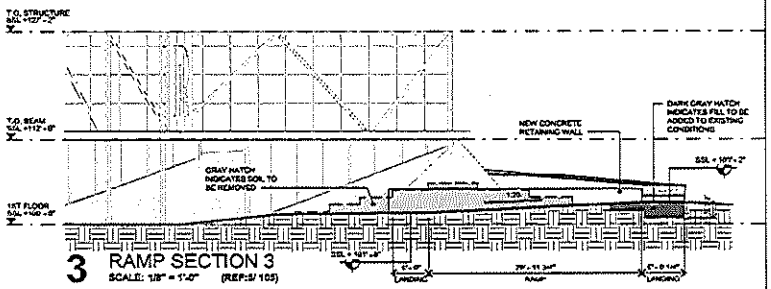
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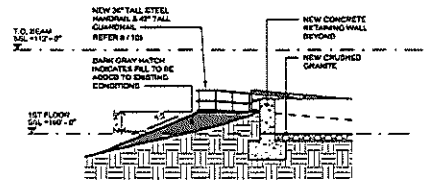
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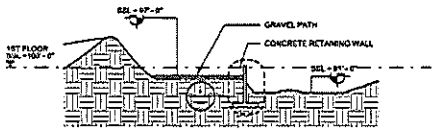
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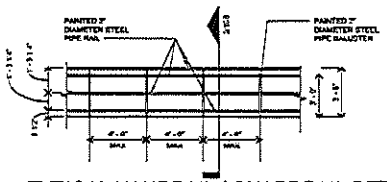
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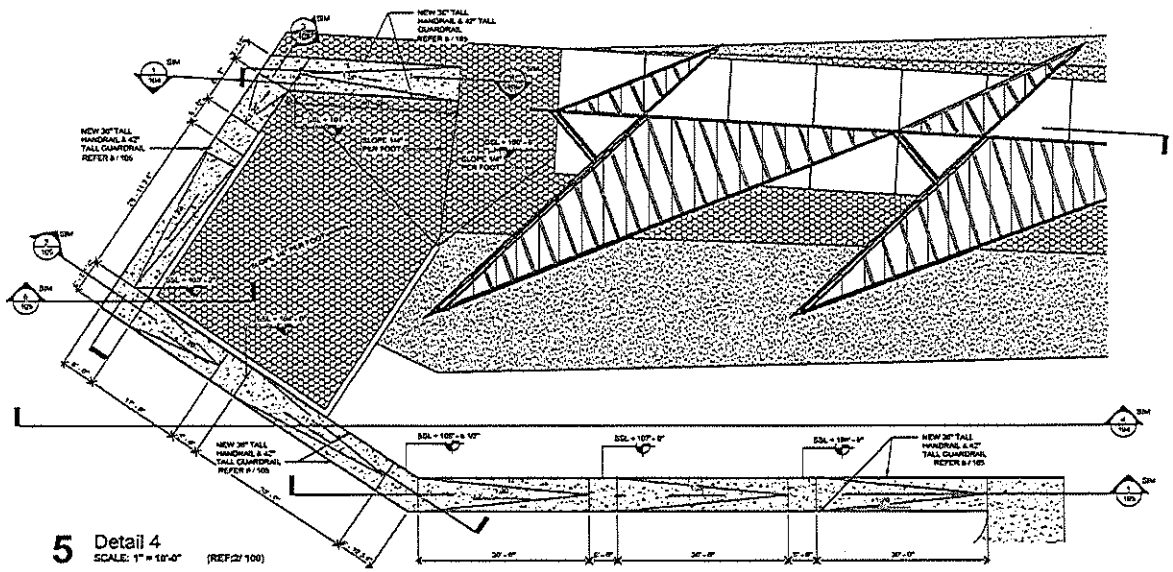
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7 EAST WALL DETAIL
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8 TYPICAL HANDRAIL / GUARDRAIL DETAIL
SCALE: 1/4" = 1'-0"



5 Detail 4
SCALE: 1" = 10'-0" (REF:S/ 100)

KEY

OCRA Projects

CLINTON, OKLAHOMA

HUB CITY GATEWAY

REV DATE DESCRIPTION

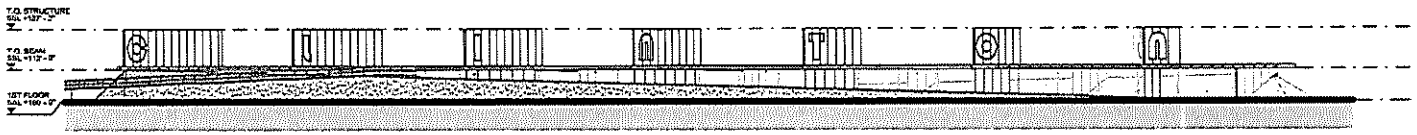
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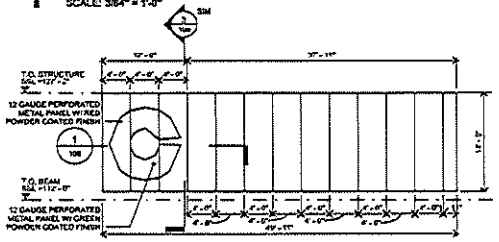
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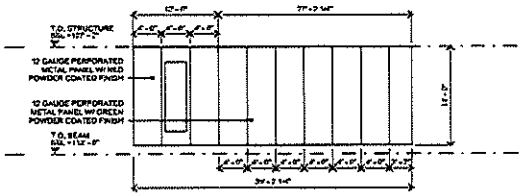
project revision
25008 A



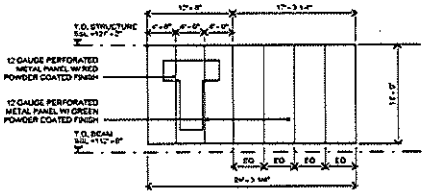
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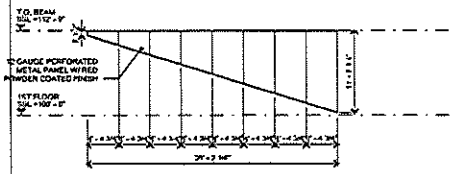
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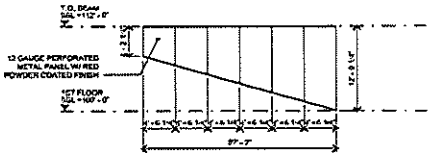
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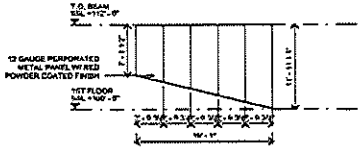
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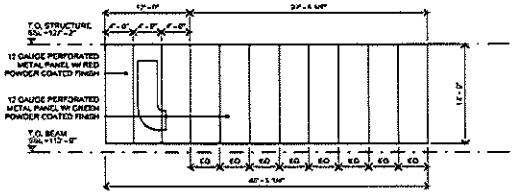
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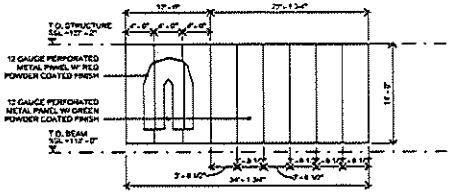
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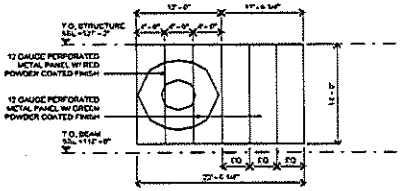
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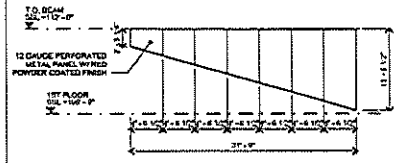
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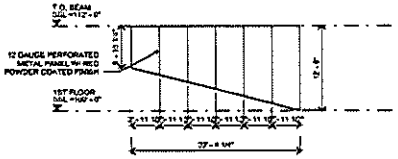
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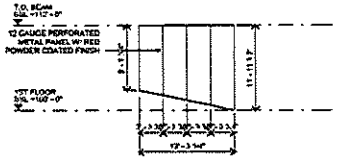
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9 BELOW N PANEL ELEVATION
SCALE: 1/8" = 1'-0" (REF:2/ 102)



13 BELOW O PANEL ELEVATION
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KEY

3/5/2020 3:19:43 PM

OCRA Projects

address
CLINTON, OKLAHOMA

job title
HUB CITY GATEWAY

REV	DATE	DESCRIPTION

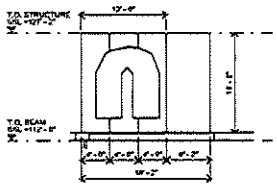
drawing title / location
PANEL ELEVATIONS

scale
As Indicated@24"x36"

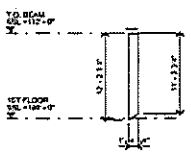
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PRELIMINARY

drawing no. | revision
106

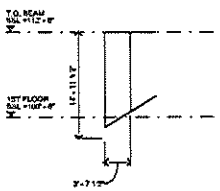
project | originator
25008 | A



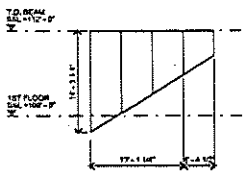
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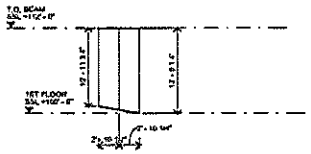
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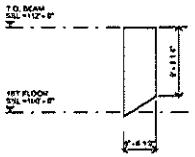
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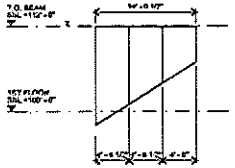
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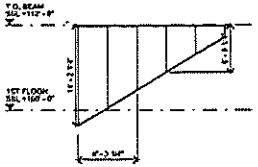
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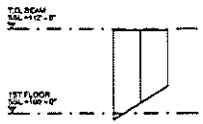
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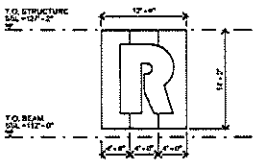
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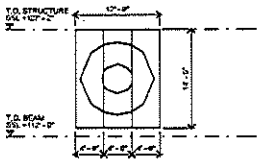
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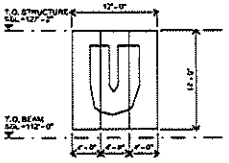
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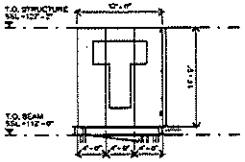
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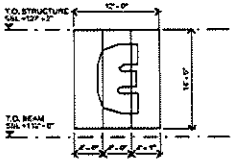
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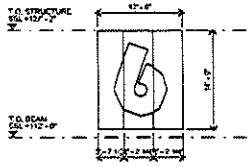
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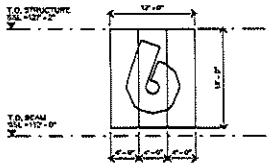
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14 E PANEL ELEVATION
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15 6 PANEL ELEVATION
SCALE: 1/8" = 1'-0" (REF:1/ 102)



16 6 PANEL ELEVATION
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KEY

OCRA Projects

CLINTON, OKLAHOMA

HUB CITY GATEWAY

REV DATE DESCRIPTION

PANEL ELEVATIONS

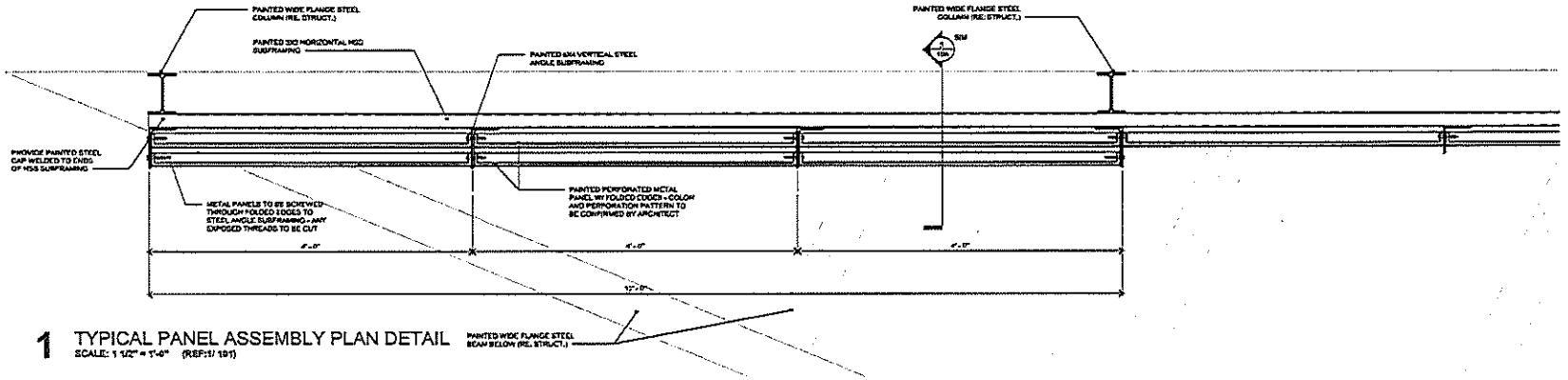
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PRELIMINARY

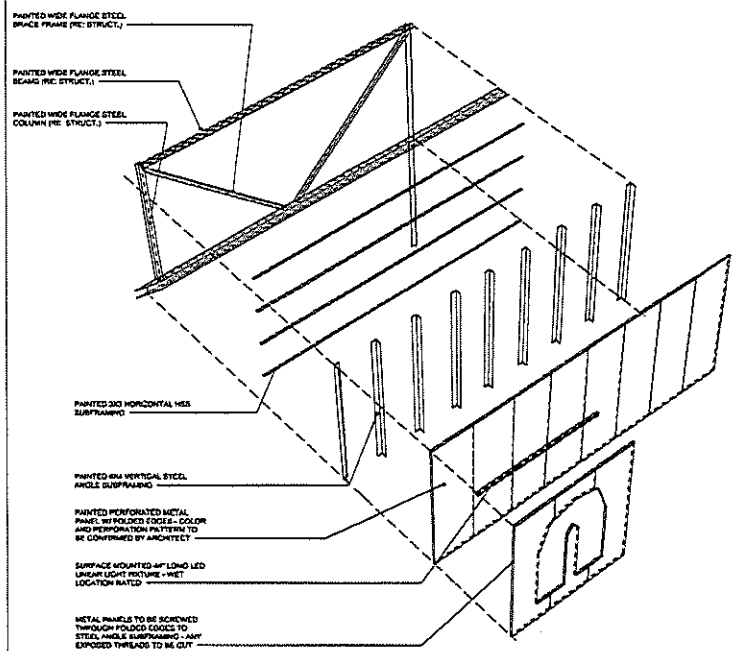
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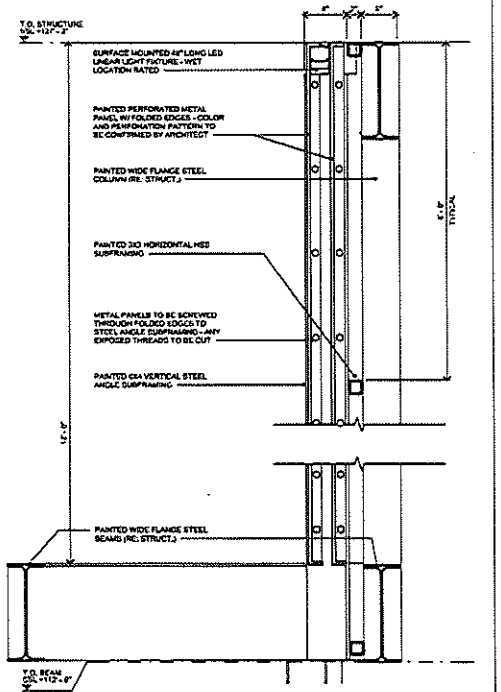
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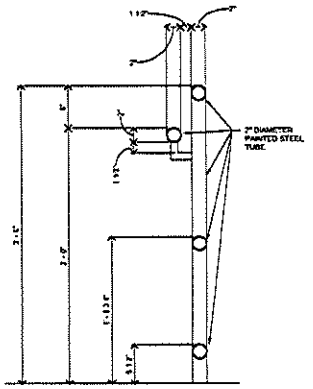
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3 TYPICAL PANEL ASSEMBLY SECTION DETAIL
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2 HANDRAIL / GUARDRAIL SECTION
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KEY

5/5/2026 3:18:47 PM

OCRA Projects

address
CLINTON, OKLAHOMA

job title
HUB CITY GATEWAY

REV	DATE	DESCRIPTION

drawing title / location
DETAILS

scale
As indicated@24"x36"

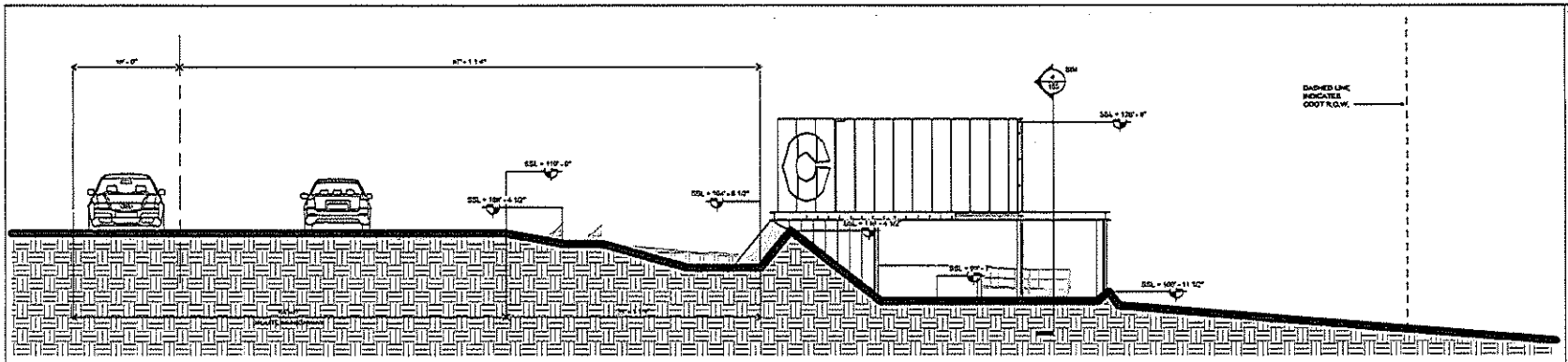
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PRELIMINARY

drawing no
108

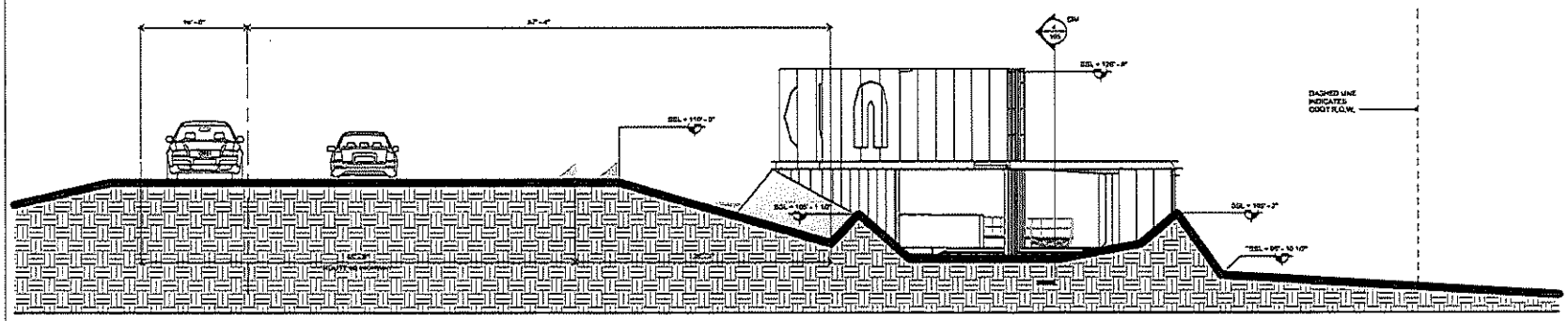
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project
25008

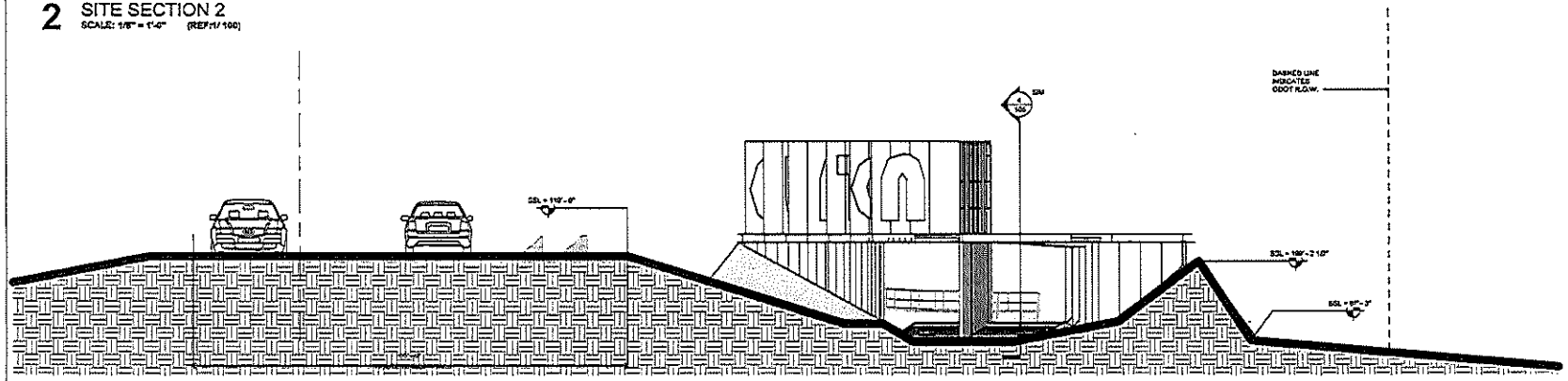
sequence
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1 SITE SECTION 1
SCALE: 1/8" = 1'-0" (REF:1/100)



2 SITE SECTION 2
SCALE: 1/8" = 1'-0" (REF:1/100)



3 SITE SECTION 3
SCALE: 1/8" = 1'-0" (REF:1/100)

KEY

OCRA Projects

CLINTON, OKLAHOMA

HUB CITY GATEWAY

REV DATE DESCRIPTION

SITE SECTIONS

1/8" = 1'-0" @24"x36"

PRELIMINARY

109

25008

A

SUBLEASE AGREEMENT

This Sublease Agreement ("Sublease") is made and entered into effective as of _____, 2026 (the "Effective Date"), by and between the **CITY OF CLINTON, OKLAHOMA**, an Oklahoma municipal corporation ("City" or "Sublessor"), and **WEST OK CO-OP,** _____ ("West OK" or "Sublessee"). The City and West OK may individually be referred to as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the City has obtained permission from the Oklahoma Department of Transportation ("ODOT" or the "Department") to use certain highway right-of-way located along the north side of I-40 Business Route in Clinton, Oklahoma, for the construction, installation, operation, maintenance, and display of the Mother Road/Route 66 gateway landscaping and improvements pursuant to that certain agreement between ODOT and the City (collectively, the "Mother Road Display Agreement");

WHEREAS, Paragraph 1 of the Mother Road Display Agreement expressly contemplates the existence of "successors, grantees and tenants"; accordingly, the Parties acknowledge and agree that the Mother Road Display Agreement implicitly contemplates and permits the City to enter into a lease or sublease of the Premises, provided that any such tenant remains subject to and bound by the applicable terms, conditions, restrictions, and obligations of the Mother Road Display Agreement;

WHEREAS, the City desires to sublease to West OK, and West OK desires to sublease from the City, the property described below, subject at all times to the terms, conditions, restrictions, obligations, and limitations contained in the Mother Road Display Agreement;

WHEREAS, the Parties acknowledge that the City possesses only those rights in the Premises granted or permitted by ODOT and that this Sublease is subordinate in all respects to the Mother Road Display Agreement and the rights of ODOT in and to the highway right-of-way; and

WHEREAS, the Parties desire to memorialize the terms and conditions governing West OK's use and occupancy of the Premises.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars ($10.00), the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. PREMISES: the City hereby subleases to West OK, and West OK hereby accepts from the City, the beneficial use of the following located in Clinton, Custer County, Oklahoma (the "Premises"):

> The highway right-of-way on the North side of I-40 Business Route, approximately 0.5 miles east of the US-183 and BUS-40 intersection, Clinton, Oklahoma.

The Premises are more particularly depicted and described in the plans and specifications incorporated into the Mother Road Display Agreement attached hereto as **Exhibit "A."**

The Parties acknowledge that the foregoing description is intended to identify the portion of the highway right-of-way subject to this Sublease and that West OK shall acquire no interest in any property beyond the rights possessed by the City pursuant to the Mother Road Display Agreement.

2. TERM: The initial term of this Sublease shall commence on _____, 2026, and shall continue for a period of one (1) year, unless earlier terminated in accordance with this Sublease (the "Initial Term").

Subject to the conditions stated herein, West OK shall have the option to renew this Sublease for up to four (4) additional successive one-year terms, so that the Initial Term and all renewal terms shall not exceed five (5) years in the aggregate. To exercise a renewal option, West OK shall provide the City with written notice of its election to renew on or before June 1 immediately preceding the commencement of the applicable renewal term. Failure to timely provide such written notice shall constitute a waiver of the renewal option for the following year unless the City agrees otherwise in writing.

Each renewal shall be upon the same terms and conditions contained herein unless otherwise agreed by the Parties in writing.

Notwithstanding anything herein to the contrary, no renewal shall extend beyond the City's lawful authority to occupy or permit use of the Premises under the Mother Road Display Agreement.

3. CONSIDERATION: As consideration for this Sublease, West OK shall pay to the City the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

The Parties acknowledge that West OK's performance of the obligations assumed under this Sublease, including: (1) the construction and oversite of the Hub City Gateway, and (2) its compliance with the Mother Road Display Agreement, constitutes additional consideration for this Sublease.

4. PERMITTED USE: West OK may use the Premises only for purposes consistent with the Mother Road Display Agreement and the Mother Road/Route 66 gateway display, landscaping, improvements, maintenance, and related activities contemplated therein.

West OK shall not use or permit the Premises to be used for any purpose that:

1. violates any applicable federal, state, or local law, regulation, ordinance, permit, or governmental requirement;
2. violates or is inconsistent with the Mother Road Display Agreement;
3. interferes with the operation, maintenance, safety, or use of I-40 Business Route or the highway right-of-way;
4. creates a nuisance or unreasonable hazard; or
5. could reasonably result in the termination, suspension, or modification of the City's rights under the Mother Road Display Agreement.

5. MOTHER ROAD DISPLAY AGREEMENT; INCORPORATION BY REFERENCE: The Mother Road Display Agreement, together with all plans, drawings, specifications, conditions, requirements, and attachments thereto, is hereby incorporated into this Sublease by reference and attached hereto as Exhibit "A" as though fully set forth herein.

West OK acknowledges that it has received or has been provided an opportunity to review the Mother Road Display Agreement and understands that the City's right to permit West OK's use and occupancy of the Premises derives from and is limited by that agreement.

West OK expressly acknowledges and agrees that its use and occupancy of the Premises shall at all times be subject to the Mother Road Display Agreement and subordinate to the rights of the Oklahoma Department of Transportaion. To the extent applicable to West OK's possession, use, operation, maintenance, activities, improvements, or occupancy of the Premises, West OK hereby assumes and agrees to observe, perform, and comply with each and every term, covenant, condition, restriction, requirement, responsibility, and obligation imposed upon the City under the Mother Road Display Agreement.

6. NO WARRANTY OF TITLE OR CONTINUED AVAILABILITY

West OK acknowledges that the Premises constitute highway right-of-way under the jurisdiction or control of ODOT and that the City does not represent or warrant that the Premises will remain available for West OK's use for the entire potential five-year period.

The City makes no warranty or representation regarding title to the Premises, fitness of the Premises for a particular purpose, or the continued availability of the Premises.

West OK accepts the Premises AS IS, WHERE IS, subject to all existing conditions and the rights of ODOT.

7. TERMINATION OF UNDERLYING AGREEMENT

This Sublease shall automatically terminate, without liability to the City, upon the expiration, termination, revocation, cancellation, or other cessation of the City's right to use the Premises under the Mother Road Display Agreement. Upon such termination, West OK shall have no claim against the City for lost profits, improvements, expenditures, relocation costs, or other damages arising from the termination.

8. DEFAULT: West OK shall be in default under this Sublease if West OK: (a) violates any material provision of this Sublease; (b) violates any provision of the Mother Road Display Agreement applicable to West OK's use or occupancy; (c) fails to maintain the Premises as required herein; (d) undertakes an unauthorized alteration or improvement; or (e) engages in conduct that places or could reasonably place the City in violation of its obligations to ODOT. Except where immediate action is reasonably necessary to protect public safety, highway operations, or the City's rights under the Mother Road Display Agreement, the City shall provide West OK written notice of the default and ten (10) days within which to cure the default.

If the default is not timely cured, the City may terminate this Sublease and exercise any other remedy available at law or in equity.

9. ASSIGNMENT AND FURTHER SUBLEASING: West OK shall not assign this Sublease, further sublease any portion of the Premises, or transfer any interest or right created hereby without the prior written consent of the City and, if required, ODOT. Any attempted assignment, sublease, or transfer made without the required consent shall be void.

10. ACCESS BY CITY AND ODOT: The City, ODOT, and their respective officers, employees, contractors, representatives, and agents shall have the right to enter upon and access the Premises at all reasonable times and at any time reasonably necessary for inspection, maintenance, construction, highway operations, public safety, emergency response, or enforcement of the Mother Road Display Agreement.

11. SURRENDER OF PREMISES: Upon expiration or earlier termination of this Sublease, West OK shall immediately cease its use of the Premises and surrender possession thereof to the City.

At the direction of the City or ODOT, West OK shall remove any property, equipment, or improvements installed by West OK and restore the affected area to a condition reasonably acceptable to the City and ODOT, ordinary wear and tear excepted.

Any restoration obligation imposed upon the City by ODOT as a result of West OK's activities shall be performed by West OK at West OK's expense.

12. NOTICES

All notices required or permitted under this Sublease shall be in writing and delivered personally, by nationally recognized overnight delivery service, or by United States certified mail, return receipt requested, to the following:

To the City:

City of Clinton
Attn: City Manager
415 Gary Boulevard
Clinton, Oklahoma 73601

To West OK Co-op:

West OK Co-op
Attn: _____

_____

_____

Either Party may change its notice address by written notice to the other Party.

13. RELATIONSHIP OF PARTIES: Nothing contained in this Sublease shall be construed as creating a partnership, joint venture, agency, employment relationship, or other association between the Parties. West OK is not authorized to bind or incur any obligation on behalf of the City.

14. GOVERNING LAW AND VENUE: This Sublease shall be governed by and construed in accordance with the laws of the State of Oklahoma. Venue for any action arising from this Sublease shall lie in the appropriate court having jurisdiction in Custer County, Oklahoma, unless otherwise required by law.

15. COMPLIANCE WITH LAW: West OK shall comply with all applicable federal, state, and local laws, statutes, regulations, ordinances, rules, permits, and governmental requirements applicable to its use and occupancy of the Premises.

16. NO WAIVER: The failure of either Party to enforce any provision of this Sublease shall not constitute a waiver of that provision or of the right thereafter to enforce the same. No waiver shall be effective unless made in writing by the Party against whom the waiver is asserted.

17. SEVERABILITY: If any provision of this Sublease is determined to be invalid or unenforceable, the remaining provisions shall continue in full force and effect to the maximum extent permitted by law.

18. ENTIRE AGREEMENT: This Sublease, together with Exhibit "A" — Mother Road Display Agreement, constitutes the entire agreement between the Parties concerning the Premises and supersedes all prior or contemporaneous discussions, representations, negotiations, or agreements concerning the subject matter hereof. No amendment or modification shall be effective unless made in writing and executed by authorized representatives of both Parties and, if required, approved by ODOT.

19. AUTHORITY: Each individual executing this Sublease represents and warrants that he or she has been duly authorized to execute this Sublease on behalf of the respective Party. The City's execution of this Sublease is subject to all approvals required by Oklahoma law and the governing body of the City.

20. COUNTERPARTS AND ELECTRONIC SIGNATURES: This Sublease may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute one instrument. Electronic or electronically transmitted signatures may be treated as originals to the extent permitted by applicable law.

IN WITNESS WHEREOF, the Parties have executed this Sublease Agreement effective as of the date first written above.

CITY OF CLINTON, OKLAHOMA

Sublessor

By: _____
Name: _____
Title: _____
Date: _____

ATTEST:

By: _____
City Clerk

WEST OK CO-OP

Sublessee

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT "A"

MOTHER ROAD DISPLAY AGREEMENT

The Mother Road Display Agreement between the Oklahoma Department of Transportation and the City of Clinton, Oklahoma, together with the plans, drawings, specifications, and attachments thereto, is attached hereto and incorporated into this Sublease Agreement by reference as if fully set forth herein.