PUBLIC NOTICE OF A REGULAR MEETING
OF THE PUBLIC WORKS AUTHORITY
TUESDAY, AUGUST 18, 2015 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Source listing: 08/14/15 Meetings
Original source: https://agendas.clintonok.gov/archive/2015/081815/launch.htm
The index lists August 14. The archived notices give August 18, 2015.
Original authority agenda: https://agendas.clintonok.gov/archive/2015/081815/council.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2015/081815/publicwork.htm

1. Call to Order
2. Opening Prayer /Pledge Chris Fields, First Baptist Church
    A. Consider Approval of Minutes on August 4, 2015
3. Action Items:
    A. Presentation of Update on Groundwater Source Project
    B. Presentation of Automated Radio Read Water Meters
4. Trustee's Report
5. City Manager's Report
6. Audience Participation
7. Adjournment
    A. Proceed to City Council Agenda

Filed this 14h day of August, 2015. Posted on the bulletin board in the lobby of the Clinton City Hall on August 14, 2015 at 3:00 p.m.

MINUTES OF CLINTON PUBLIC WORKS AUTHORITY MEETING
AUGUST 4, 2015

Minutes of the regular meeting of the Chairman and Trustees of the Clinton Public Works Authority of Clinton, Oklahoma, Custer County, held in the City Council Room, City Hall on Tuesday, August 4, 2015, at 5:30 p.m. A notice of this meeting with agenda was posted on the bulletin board in the lobby of Clinton City Hall on July 31, 2015.

Vice-Chairman Jason Hulin called the meeting to order with the following present;

MAYOR: Absent
COUNCIL: Don Rodolph, Jason Hulin, Wheeler Lowry
ABSENT: Lucas Martinez
CITY MANAGER: Mark Skiles
CITY CLERK: Lisa Anders
CITY TREASURER: Debra Blanchard
DEPUTY CLERK: Shona Stermer
CITY ATTORNEY: Ryan Meacham
NEWS MEDIA: Gerald Green
OTHERS: Gene McCullough, Leon Kinder, Donald Webb, Kris & Morgan Wermy, David Crabtree, Lonnie Burns, Bob Smith, Joyce Kinney, Jason Jones, Jeromy Brush, Chuey Rosales, Cheryl Lowry, Vernon Schimmel, Walt Schumacher and others.

Chris Fields of the First Baptist Church opened the meeting with prayer and Trustee Wheeler Lowry led the Pledge of Allegiance.

AGENDA ITEM NO. 3: CONSENT AGENDA

A. Minutes of Regular Meeting of July 21, 2015
B. Consider Claims

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

Vice-Chairman put the motion to a roll call vote:

Aye: Lowry, Rodolph, Hulin
Nay: None

Vice-Chairman declared the motion carried.

AGENDA ITEM NO. 4 ACTION ITEMS

None

AGENDA ITEM NO. 5 TRUSTEE REPORT

None

AGENDA ITEM NO. 6: MANAGER'S REPORT

Jeremy Brush of Severn Trent reported that 5 ½ inches of rain has fallen at Lake Clinton since last Thursday. He said the spillway was running over yesterday.

AGENDA ITEM NO. 7: AUDIENCE PARTICIPATION

None

AGENDA ITEM NO. 8: ADJOURNMENT

Moved by Trustee Lowry and seconded by Trustee Rodolph to adjourn the meeting.

Vice-Chairman put the motion to a roll call vote:

Aye: Lowry, Rodolph, Hulin
Nay: None

Vice-Chairman declared the meeting adjourned at 5:34 p.m.

Clinton
Hub City of Western Oklahoma

Agenda Commentary

Item Title/ Subject: Pickup for Water Department

Staff Source: Donald Webb, Public Works Director

History/Background Information: This Pickup will be used to pull goose neck trailers and the Vermeer Vac Digger.

Item/Subject Summary: This is a 2016 Ford Super Duty/ Cab & Chasis, it is a single wheel one ton 4 wheel drive. The pickup will be equipped with a flatbed in the near future.

Price/Cost: $27,852.32 on the State contract pricing.

Recommendation: The City Recomends that we purchase the pickup from McKinsey Motors for the State contract price.

PUBLIC NOTICE OF A REGULAR MEETING
OF THE CITY COUNCIL
TUESDAY, AUGUST 18, 2015 AT 5:30 PM
CLINTON CITY HALL

AGENDA

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Original authority agenda: https://agendas.clintonok.gov/archive/2015/081815/publicwork.htm

1. Call to Order
2. Opening Prayer /Pledge Chris Fields, First Baptist Church
3. Consent Agenda
    A. Consider Approval of Minutes of August 4, 2015
4. Action Items:
    A. Consider Proclamation regarding 80 th Anniversary of signing of the Social Security Act
    B. Consider Ordinance No. 961 amending and clarifying the Clinton City Code regarding the prohibited acts associated with trash and weeds
    C. Consider renewal agreement with Multi-County Youth Service
    D. Consider renewal agreement with Eastside Academy
    E. Request authorization to purchase mowers for Parks Department
    F. Consider and discuss an Annual Performance Review of the City Manager including an Executive Session as authorized by 25 O.S. ss 307B(1)
5. Council Report
6. City Manager’s Report
7. Audience Participation
8. Adjournment

Filed this 14th day of August, 2015. Posted on the bulletin board in the lobby of the Clinton City Hall on August 14, 2015 at 2:00 p.m.

MINUTES OF THE CLINTON CITY COUNCIL
AUGUST 4, 2015

Minutes of the regular meeting of the Mayor and City Council of the City of Clinton, Oklahoma, Custer County, held in the City Council Room, City Hall on Tuesday, August 4, 2015 at 5:30 p.m. A notice of this meeting with agenda was posted on the bulletin board in the lobby of Clinton City Hall on Friday, July 31, 2015.

Vice-Mayor Jason Hulin called the meeting to order with the following present:

MAYOR: Absent
COUNCIL: Don Rodolph, Jason Hulin, Wheeler Lowry
ABSENT: Lucas Martinez
CITY MANAGER: Mark Skiles
CITY CLERK: Lisa Anders
CITY TREASURER: Debra Blanchard
DEPUTY CLERK: Shona Stermer
CITY ATTORNEY: Ryan Meacham
NEWS MEDIA: Gerald Green
OTHERS: Gene McCullough, Leon Kinder, Donald Webb, Lonnie Burns, Bob Smith, Kris & Morgan Wermy, Joyce Kinney, Jason Jones, Jeremy Brush, Vernon Schimmels, Walt Schumacher ,Chuey Rosales Cheryl Lowry , David Crabtree, and others.

Chris Fields of the First Baptist Church opened the meeting with prayer and Councilman Wheeler Lowry led the Pledge of Allegiance.

AGENDA ITEM NO. 3: CONSENT AGENDA

A. Minutes of Regular Meeting of July 21, 2015
B. Consider Claims

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

Vice-Mayor put the motion to a roll call vote:

Aye: Rodolph, Lowry, Hulin
Nay: None

Vice-Mayor declared the motion carried.

AGENDA ITEM NO. 4 ACTION ITEMS

4A. CONSIDER CONTINUANCE OF WIDENING PORTION OF BOULEVARD OF CHAMPIONS AS PRESENTED BY WALT SCHUMACHER

Walt Schumacher reported that he plans to proceed with the project himself.

Councilman Rodolph said he understood that the City was willing to half the cost of the project with Mr. Schumacher.

Schumacher said he would come back to the Council in four weeks.

4B. CONSIDER RENEWAL OF AGREEMENT WITH AARP

City Clerk Lisa Anders explained that the City has designated $4,000 to AARP in the Contribution to Other Agencies in the City Budget. AARP has executed the agreement and has submitted the request for funding.

Motion was made by Councilman Rodolph and seconded by Councilman Lowry to approve the renewal of the agreement with AARP in the amount of $4,000.00.

Vice-Mayor put the motion to a roll call vote:

Aye: Rodolph, Lowry, Hulin,
Nay: None

Vice-Mayor declared the motion carried.

AGENDA ITEM NO 5.COUNCIL REPORT

None

AGENDA ITEM NO. 6: MANAGER'S REPORT

City Manager Skiles reported that he had met with Clyde Morgan from SWODA to discuss Smart Water Grant in the amount of $300,000.00 and deadlines and submittal requirements for CDBG funding.

AGENDA ITEM NO. 7 : AUDIENCE PARTICIPATION

Cheryl Lowry commented on the city's participation with the widening of Boulevard of Champions.

Vernon Schimmels said he was disappointed in the mowing of the grounds at Acme Brick Park.

AGENDA ITEM NO. 8: ADJOURNMENT

Moved by Councilman Rodolph and seconded by Councilman Lowry to adjourn the meeting.

Vice-Mayor put the motion to a roll call vote:

Aye: Rodolph, Lowry, Hulin
Nay: None

Vice-Mayor declared the meeting adjourned at 5:50 p.m.

PROCLAMATION

WHEREAS: On August 14, 1935, President Franklin D. Roosevelt signed the Social Security Act into law; and

WHEREAS: Social Security is a social insurance program under which workers earn coverage for retirement, survivors, and disability benefits by paying Social Security taxes on their earnings; and

WHEREAS: Social Security serves as vital financial protection for working men and women, children, those with disabilities, and the elderly; and

WHEREAS: Social Security also administers the Supplemental Security Income program, which is funded by general revenues and provides cash assistance to aged, blind, and disabled persons who have very limited means; and

WHEREAS: The Social Security program is the cornerstone of economic protection on which workers can build a comfortable retirement through pensions, insurance, savings, and other income; and

WHEREAS: Social Security is committed to providing the American public choices for conducting business with the agency. The Social Security website offers online services, applications, and program information for beneficiaries, employers, and the public; and

WHEREAS: *my* Social Security allows people quick, convenient, and secure access to their personal Social Security record. A personal *my* Social Security account is a valuable source of information beginning in employees' working years and continuing throughout the time they receive Social Security benefits; and

WHEREAS: The City of Clinton, Oklahoma recognizes the importance of Social Security benefits to the welfare of its citizens and joins the Social Security Administration in celebrating its past and in building its future;

I, THEREFORE, Seth Adams, Mayor of the City of Clinton, Oklahoma, do hereby proclaim that, on Friday, August 14, 2015:

The City of Clinton, Oklahoma joins the Nation in celebrating the 80th anniversary of the signing of the Social Security Act.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Clinton, Oklahoma] to be affixed at City Hall this 18th day of August, 2015.

ORDINANCE NO. 961

AN ORDINANCE AMENDING AND REPLACING 5-2-3 OF THE CLINTON CITY CODE AND AMENDING AND CLARIFYING THE PROHBITED ACTS ASSOCIATED WITH TRASH AND WEEDS

WHEREAS, The City of Clinton has in place, Ordinances which regulate the accumulation of trash and weeds within the City.

WHEREAS, The City of Clinton has in place, believes that it is necessary for the Public health, safety and welfare to amend and replace Section 5-2-3.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF CITY OF CLINTON, OKLAHOMA:

I. Section 5-2-3 of the City Code of the City of Clinton shall be replaced and shall read as follows:

It shall be unlawful to allow the accumulation of trash or the growth of weeds upon any property to include adjoining alleyways, street rights-of-way, or easements in an all Zoning Districts in the City of Clinton. Provided that properties Zoned A1 shall be exempt from application of this section.

PASSED AND DULY ADOPTED by the Council of the City of Clinton, Oklahoma this ___ day of _____, 2015.

_____
MAYOR

ATTEST:

_____
CITY CLERK

(SEAL)

1. Exceeds twelve inches (12") in height, except healthy trees, shrubs or produce for human consumption grown in a tended and cultivated garden unless such trees and shrubbery by their density or location constitute a detriment to the health, benefit and welfare of the public and community or a hazard to traffic or create a fire hazard to the property or otherwise interfere with the mowing of such weeds.

2. Regardless of height, harbors, conceals or invites deposits or accumulation of refuse or trash.

3. Harbors rodents or vermin.

4. Gives off unpleasant or noxious odors.

5. Constitutes a fire or traffic hazard.

6. Is dead or diseased.

B. The term "weed" does not include tended crops on land zoned for agricultural use which are planted more than one hundred fifty feet (150') from a parcel zoned for other than agricultural use. (1991 Code § 13-41)

5-2-2: **PURPOSE; APPLICABILITY:** This chapter establishes the procedure for the city to cause property within the city limits to be cleaned of trash and weeds or grass to be cut or mowed and prohibits certain trash and weeds. (1991 Code § 13-42)

5-2-3: **PROHIBITED CONDITION; RESPONSIBILITY:** It shall be unlawful for any owner of any lot, tract or parcel of land situated wholly or in part within the city to allow trash or weeds to grow, stand or accumulate upon such premises. It shall be the duty of such owner to remove or destroy any such trash or weeds. (1991 Code § 13-43)

PROFESSIONAL SERVICES AGREEMENT WITH COMMITTEE OF CONCERN, INC. dba MULTI-COUNTY YOUTH SERVICES FOR USE OF COMMUNITY INTERVENTION CENTER SERVICES

This agreement is made and entered into this _____ day of _____, 2015 by and between the City of Clinton, a municipal corporation, hereinafter referred to as "City" and Committee of Concern, Inc., dba Multi-County Youth Services hereinafter referred to as "MCYS". When references are made to both the City and MCYS, they will be referred to as "Parties."

WITNESSETH:

Whereas, 10A Okla. Stat.2-7-305 provides for Interlocal Agreements with the district courts allowing a municipality to assume jurisdiction for certain enumerated violations of municipal ordinances, including: vandalism, shoplifting, trespassing, assault, battery, assault and battery, truancy, curfew, possession of non intoxicating beverages, possession of alcoholic beverages, disorderly conduct, public intoxication, failure to appear for court appearance, or comply with a court order, and any other municipal ordinances as agreed by the district court, the district attorney and the municipality.

Whereas the City has executed a interlocal agreement with Custer County District Court and

Whereas, 10A Okla. Stat.2-7-305 further authorizes the City of Clinton to contract with an independent entity, public or private, certified by the Oklahoma Office of Juvenile Affairs, for purposes of assessment and processing of juveniles who are taken into custody for one or more of the alleged violations of a municipal ordinance or state statute.

Whereas, MCYS has secured the necessary certification required by 10A Okla. Stat.2-7-305 and the Parties are desirous of entering into an Agreement for the temporary holding, assessment, and processing of juveniles who are in police custody for all of the enumerated municipal or state violations allowed by law.

Now, therefore, the Parties, in consideration of the premises and the mutual covenants set forth below, do hereby agree as follows:

ARTICLE I: TERM/RENEWAL

A. The term of the Agreement shall be effective the 1st day of July, 2015 at 12:01 a.m. through June 30, 2016. Thereafter, this agreement shall be automatically renewed for the successive one-year periods corresponding with the City's fiscal year.
B. This Agreement may be terminated by mutual consent or by either party, with our without cause, by giving thirty (30) days' written notice to the other Party.
C. Either party may request a modification of the Agreement by making a written request identifying the desired amendments, or the subject matter thereof, at least forty-five (45) days in advance of the negotiations concerning such amendment.

ARTICLE II: COMPENSATION

Under the terms of the Agreement, the City shall pay MCYS an amount of $20,000.

ARTICLE III: SCOPE OF SERVICES

A. The purpose of this Agreement is to obtain the services of the Multi-County Youth Services Community Intervention Center, which has received the proper approval and certification by the Office of Juvenile Affairs as required by 10A Okla. Stat.2-7-305. The Community Intervention Center located in Clinton may serve additional communities in Western Oklahoma.

B. MCYS agrees that it shall take all necessary steps to comply with all requirements of 10A Okla. Stat.2-7-305 and all standards promulgated by the Oklahoma Office of Juvenile Affairs including:
   1. Once the juvenile is in custody of the city and taken to the CIC, MCYS shall take all reasonable steps to locate the child's parent, legal guardian, legal custodian, attorney, or other responsible adult. Once contact as been made, the juvenile shall be released to the personal custody of his or her parent, legal guardian, legal custodian, attorney, or other responsible adult as soon as practical and upon the written promise of such person to return said juvenile to the appropriate court of jurisdiction to answer the charges.
   2. The juvenile shall be held for no longer than is required for processing and assessment up to a maximum twenty-four (24) hours. If no parent, legal guardian, legal custodian, attorney, or other responsible adult appear for the release then custody of juvenile shall be handled pursuant to 10A Okla. Stat.2-7-305.
   3. MCYS shall provide adequate fresh drinking water, adequate food not less than three (3) times in a twenty-four-- (24) hour period, adequate bathroom facilities and bedding. The child's parent, legal guardian, legal custodian, or attorney shall be responsible for any health care costs incurred.
   4. MCYS shall not provide transportation for juveniles held at the CIC.

C. MCYS further agrees to:
   1. Communicate with the Municipal Court and the Police Department in order to ensure effective use of services.
   2. Conduct a brief assessment on each youth, collecting the following information:
      a) youth's current living situation and who has responsibility for meeting his/her basic needs
      b) youth's current education status (enrolled, attending, suspended, expelled, dropped out)
      c) indications that the youth is involved with illegal substances.
      d) signs that the youth is a victim of violence
      e) the initial assessment may result in a referral to another agency for more in-depth assessments.
   3. Collect demographic information and enter it into JOLTS (Juvenile On-Line Tracking System) when the system is capable of accepting the data. .
   4. Track the youth through the municipal court system and enter appropriate information into JOLTS.
   5. Maintain records in accordance with State Law and provide the municipality with monthly reports that include but are not limited to the following information:
      a) Number of juveniles handled from the City
      b) Operational issues of concern

D. MCYS agrees to comply with all Local, State and/or Federal requirements concerning operation of a Community Intervention Center for juveniles for the City of Clinton.

E. The City of Clinton agrees to:
   1. The City shall maintain an interlocal agreement with the District Court.
   2. The City shall enact an ordinance to fine parents who fail to have the juvenile appear in court or assume custody from the CIC in a timely manner according to 10A Okla. Stat.2-

7-305 To have all ordinances in place for the municipal court to handle 10A Okla. Stat.2-7-305 juvenile offenses.

3. Assure police department compliance with the criteria established for admission of juveniles to the Community Intervention Center.
4. Provide all necessary transportation of the juvenile while at the CIC.
5. Shall provide for any health care and treatment. The child's parent, legal guardian, legal custodian or attorney shall be responsible for any health care costs incurred.
6. Assist CIC staff in contacting parents who do not have a telephone.

ARTICLE IV: INDEPENDENT CONTRACTOR AND INSURANCE

This agreement shall not be construed as creating any agency or third party beneficiary agreements or liability in any form or manner whatsoever.

MCYS is an independent contractor and not an employee of the City of Clinton, and agrees to furnish the following certificate of insurance acceptable to the City, which shall be attached to this agreement.

1. Adequate Worker's Compensation coverage to comply with State laws and Employer's Liability Coverage in a minimum amount of $100,000.
2. Comprehensive Liability Coverage sufficient to meet the City's maximum liability under the Governmental Tort Claims Act, 51 Okla.Stat. 151 et seq. The Current minimum General Liability Coverage is $100,000 per person for bodily injury or death and $25,000 for property damage and $1,000,000 for any number of claims arising out of a single incident or occurrence.

ARTICLE V. INDEMNITY

MCYS hereby agrees to release, defend, indemnify and save harmless the City of Clinton its officers, agents, and employees from and against any and all loss or of damage to property, injury or death of any person or persons, and from and against any and all claims, damages, suits, costs, etc., in connection with any negligent acts of MCYS in connection with this Agreement. However, MCYS shall not be liable hereunder for any loss occurred by the negligent acts of the City of Clinton, its agents, or employees.

ARTICLE VI.

The Parties agree that MCYS may not assign its interest in this Agreement without prior written consent of the City.

In Witness Whereof, the Parties have executed this, Agreement by the signatures of the authorized persons listed as below set forth on the dates therein set out.

Committee of Concern, Inc. dba Multi-County Youth Services
Attest:

Yvonne Covey, Board President

Rhonda Shephard VP
Rhonda Shephard, Vice President

PASSED AND APPROVED by the Mayor and City Council of the City of Clinton, Oklahoma this _____ of August, 2015.
Attest:

Mayor

City Clerk

EASTSIDE ACADEMY INC.

Board of Directors

Eugene Jefferson, President

Michael Knight, Vice-President

Linda Parker,
Secretary/Treasurer

Marcia Wheeler, Member

Helen Bennett, Member

JG Stratton, Member

Steven Collins, Member

Staff

Lillian Collins, Executive Director

Eastside Academy Inc
215 E. Modelle
Po Box 164
Clinton, OK 73601

Phone: (580)323-0377
info@eastsideacademyinc.com

Lisa Anders
City of Clinton
415 Gary Blvd
Clinton, OK 73601

Dear Mrs. Anders,

Please let this letter serve as notice that Eastside Academy Inc. would like to continue the lease agreement between ESA and the City of Clinton.

We are very appreciative of all the City of Clinton provides for Eastside and are excited to continue this partnership. Please feel free to contact us if you have any issues or concerns.

Sincerely,

Eugene Jefferson
Eastside Academy Board of Directors

Clinton
Hub City of Western Oklahoma

Agenda Commentary

Item Title/ Subject: Capital Purchase of Mowers

Staff Source: Kris Wermy

History/Background Information: Currently I have 4 full time parks maintenance employees to mow and maintain 18 parks and the majority of right of ways. Due to age/wear and tear of our mowers we constantly have to repair them. At one point during this summer we were down to one mower for over a week. We are in need of new and reliable equipment to become somewhat efficient in trying to maintain the parks. All of the mowers we have are commercial lawn mower meant for residential lawn and are not made for the type of unleveled/rough terrain that we have to maintain.

Item/Subject Summary: In need of new wide area mowers at least 72", built to handle rough terrain to start replacing +5 year old residential commercial mowers.

Price/Cost: Per Mower

$12,670.51-Kubota 26HP Diesel, Hydraulic 72" Deck, PTO

$18,325.01-Toro Groundsmaster 7200

$18,812.22- John Deere Z997R Commercial L

Recommendation: Is to go with the 2 Kubota 72" mowers, which is going to be the low bid of the three. Lindley Farm Equipment is going to offer 541.02 on trade in of one of our mowers. This is going to make total cost $24,800.00

Professional Turf Products, L.P.
1010 North Industrial Blvd.
Euless, Texas 76039
Trey Adams
(888) 776-8873 ext. 5438
adamst@proturf.com

TORO Count on it.

Ship To	City Of Clinton - Parks Dept.		Date	8/10/2015
Bill To	NAT'L IPA		Tax Rate	
Contact	Kris Wermy		Destination	
Address	600 S. 38th		Trade-In	
City	Clinton, OK		Finance	
State	OK	*Comments:*	Account Type	Contract
Postal Code	73601			
Phone				
Fax				

#H50M

Proposal

Qty	Model #	Description	Unit	Extended
1	30495	Toro Groundsmaster 7200		
1	30481	72" Side Discharge Deck		
1	30261	MVP Kit - 400 GM360 7210 Yamar Eng		
		Toro GM7200	$	18,325.01
			$	-
1	74274	Toro 25 HP Kubota Diesel w/ 72" TURBO FORCE Deck		
		Toro LCE 74274	$	13,716.92

SubTotal	$	32,041.93
Destination		Included
Tax (Estimated)		Exempt
TOTAL	$	32,041.93

Comments:

For all New Equipment, Demo units may be available for up to 20% savings.
For all New Equipment, Refurbished units may be available for up to 40% savings.

Terms & Conditions:

1. Orders are considered contractual. Order cancellations are subject to fees up to 10% of the original order value.
2. New equipment delivery time is estimated at six weeks from the time credit is approved & documents are executed.
3. Pricing, including finance options, valid for 30 days from time of quotation.
4. After 30 days all prices are subject to change without notice.
5. Used and Demo equipment is in high demand and availability is subject to change.
   A. Upon firm customer commitment to purchase, said equipment availability will be determined and "locked".
   B. In the event equipment is unavailable at time of order, PTP will employ every resource to secure an acceptable substitute.

Confidential Property of Professional Turf Products

C. PTP strongly advises the customer to issue a firm PO as quickly as possible after acceptance of quotation.

6. "Trade In Allowances" will be treated as a credit for future parts purchases on PTP account unless other arrangements have been made.

Returns Policy:

1. All returns are subject to restocking, refurbishing, usage, and shipping fees.
2. All returns must be able to be sold as new.
3. Items missing parts are non returnable.
4. Professional Turf Products will have sole discretion as to the resalable condition of the product.
5. This policy does not apply to items that are defective, or shipped incorrectly by PTP or one of its vendors.

Payment:

1. Terms are net 10 unless prior arrangements have been made.
2. Quoted prices are subject to credit approval.
   A. PTP will work with third party financial institutions to secure leases when requested to do so.
   B. When using third party financiers, documentation fees & advance payments may be required.
   C. For convenience, monthly payments are estimated based on third party rate factors in effect at time of the quotation.
   D. PTP assumes no liability in the event credit becomes unavailable or rates change during the approval process.
3. There will be a service charge equal to 1.5% per month (18% per annum) on all past due invoices.
4. By Law we are required to file a "Notice to Owner" of our intent to file lien in the event of payment default. This notice must be sent within 60 days of the date the original invoice and will happen automatically regardless of any special payment arrangements that may have been made.

Authorized Signature: _____ **Date:** _____

JOHN DEERE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Western Equipment, L.l.c.
3709 N. 183
Clinton, OK 73601
580-323-1324
JBrown2@west-equip.com

Quote Summary

Prepared For:
City Of Clinton
Po Box 1177
Clinton, OK 73601
Business: 580-323-0217

Delivering Dealer:
Western Equipment, L.l.c.
Jimmy Evans
3709 N. 183
Clinton, OK 73601
Phone: 580-323-1324
Mobile: 580-331-8640
jlevans@westernequipmentllc.com

Quote ID: 11925924
Created On: 10 August 2015
Last Modified On: 10 August 2015
Expiration Date: 10 September 2015

Equipment Summary	Selling Price		Qty		Extended
JOHN DEERE Z997R Commercial L. C. Diesel Max-Frame Z-Trak with 72 In. Side Discharge 7-Iron PRO Deck **Contract:** OK Mowers and Hand Held Equipment SW190 **Price Effective Date:** August 10, 2015	$ 18,812.22	X	1	=	$ 18,812.22
Equipment Total					**$ 18,812.22**

* Includes Fees and Non-contract items

Quote Summary	
Equipment Total	$ 18,812.22
Trade In	
SubTotal	**$ 18,812.22**
Total	$ 18,812.22
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	**$ 18,812.22**

Salesperson : X _____ **Accepted By : X** _____

JOHN DEERE

Selling Equipment

Quote Id: 11925924 **Customer Name:** CITY OF CLINTON

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Western Equipment, L.l.c.
3709 N. 183
Clinton, OK 73601
580-323-1324
JBrown2@west-equip.com

JOHN DEERE Z997R Commercial L. C. Diesel Max-Frame Z-Trak with 72 In.

Hours:
Stock Number:
Contract: OK Mowers and Hand Held Equipment SW190 **Selling Price ***
Price Effective Date: August 10, 2015 $ 18,812.22

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
0911TC	Z997R Commercial L. C. Diesel Max-Frame Z-Trak with 72 In. Side Discharge 7-Iron PRO Deck	1	$ 23,805.00	23.00	$ 5,475.15	$ 18,329.85	$ 18,329.85
	Standard Options - Per Unit						
001A	United States/Canada	1	$ 0.00	23.00	$ 0.00	$ 0.00	$ 0.00
2011	Comfort Adjust Suspension Seat with Armrests	1	$ 375.00	23.00	$ 86.25	$ 288.75	$ 288.75
	Standard Options Total		**$ 375.00**		**$ 86.25**	**$ 288.75**	**$ 288.75**
	Dealer Attachments/Non-Contract/Open Market						
BTC10674	Rear Bumper Kit	1	$ 251.46	23.00	$ 57.84	$ 193.62	$ 193.62
	Dealer Attachments Total		**$ 251.46**		**$ 57.84**	**$ 193.62**	**$ 193.62**
	Suggested Price						**$ 18,812.22**
Total Selling Price			$ 24,431.46		$ 5,619.24	$ 18,812.22	$ 18,812.22