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, OCTOBER 20, 2026 AT 5:30 PM COUNCIL CHAMBERS

AGENDA

Source listing: 10/20/2026 Meeting
Original source: http://agendas.clintonok.gov/2026/2026-10-20-regular-meeting-rm/index.html

1. Call to Order

2. Opening - Prayer and 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 of October 6, 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 16th day of October 2026, Posted on the lobby bulletin board October 16, 2026, at 3:45 p.m. by Amy Jones, City Clerk.

_____

Amy Jones, City Clerk

A REGULAR MEETING OF CLINTON RECREATION AUTHORITY MINUTES
TUESDAY, OCTOBER 6, 2026, 5:30 P.M.

A regular meeting of the Chairman and Trustees of the Clinton Recreation Authority City of Clinton, Oklahoma, Custer County, was held in the Council Chambers on Tuesday, October 6, 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 October 2, 2026, at 9:00 a.m.

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

TRUSTEES PRESENT: David Berrong, Erin Adams, Ernie Dowdell
TRUSTEE ABSENT: Art Lloyd, Ernesto Villanueva
MANAGER: Robert Johnston
CITY TREASURER: Debra Blanchard
CITY ATTORNEY: Ryan Meacham
CITY CLERK: Amy Jones
NEWS MEDIA: Sean Stephens, Kyra Huckabay, Shiann Dawson
OTHERS: Gene McCullough, Fayne Sawatzky, Lynn Maloy, Bobby Stewart, Brooks Red, Norma Vincent, Perry Adams, Kent Miller, Dillon Mach, Aaron Hunter, Sherri Griffin, Kevin Rother, Brett Johnson, Mart Tisdal and Others.

Gene McCullough opened the meeting with prayer and Bobby Stewart; 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 of September 15, 2026**
B. **Claims**
C. **Acknowledgement of Financial Statement for the Month Ending August 31, 2026**

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

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

Aye: Erin Adams, Ernie Dowdell, and David Berrong

Nay: None

Absent: Art Lloyd and Ernesto Villanueva

Chairman David Berrong declared the motion carried.

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

A. Recommendation from Golf Advisory Board for Proposal from Jones Plan for Greens Resurfacing

Motion was made by Trustee Erin Adams and seconded by not recorded to approve the Recommendation from Golf Advisory Board for Proposal from Jones Plan for Greens Resurfacing in the amount of $297,817.00.

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

Aye: Erin Adams, Ernie Dowdell, and David Berrong

Nay: None

Absent: Art Lloyd and Ernesto Villanueva

Chairman David Berrong declared the motion carried.

B. Recommendation from Golf Advisory Board for Proposal by Holiday Sand Inc. - Provision and Deliver of Greens Mix

Motion was made by Trustee Ernie Dowdell and seconded by Trustee Erin Adams to approve the Recommendation from Golf Advisory Board for Proposal by Holiday Sand Inc. - Provision and Deliver of Greens Mix in the amount of $148,800.00.

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

Aye: Erin Adams, Ernie Dowdell, and David Berrong

Nay: None

Absent: Art Lloyd and Ernesto Villanueva

Chairman David Berrong declared the motion carried.

C. Authorize Reimbursement to Perry's Golf Shop, LLC for Maintenance Personnel Costs Incurred During Transition to a New Golf Course Superintendent

City Manager Johnston stated that Mr. Adams has taken the responsibility of overseeing the staff for course maintenance. The City will reimburse Mr. Adams for the Maintenance Personnel Costs Incurred During the transition to a New Golf Course Superintendent.

Information only no action taken.

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 Erin Adams to adjourn the meeting.

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

Aye: Erin Adams, Ernie Dowdell, and David Berrong

Nay: None

Absent: Art Lloyd and Ernesto Villanueva

Chairman David Berrong declared the motion carried.

Chairman declared the meeting adjourned 5:55 p.m.

_____

Date Approved

_____

David Berrong, Chairman

A REGULAR MEETING OF CLINTON RECREATION AUTHORITY MINUTES
TUESDAY, OCTOBER 6, 2026, 5:30 P.M.

A regular meeting of the Chairman and Trustees of the Clinton Recreation Authority City of Clinton, Oklahoma, Custer County, was held in the Council Chambers on Tuesday, October 6, 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 October 2, 2026, at 9:00 a.m.

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

TRUSTEES PRESENT: David Berrong, Erin Adams, Ernie Dowdell
TRUSTEE ABSENT: Art Lloyd, Ernesto Villanueva
MANAGER: Robert Johnston
CITY TREASURER: Debra Blanchard
CITY ATTORNEY: Ryan Meacham
CITY CLERK: Amy Jones
NEWS MEDIA: Sean Stephens, Kyra Huckabay, Shiann Dawson
OTHERS: Gene McCullough, Fayne Sawatzky, Lynn Maloy, Bobby Stewart, Brooks Red, Norma Vincent, Perry Adams, Kent Miller, Dillon Mach, Aaron Hunter, Sherri Griffin, Kevin Rother, Brett Johnson, Mart Tisdal and Others.

Gene McCullough opened the meeting with prayer and Bobby Stewart; 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 of September 15, 2026**
B. **Claims**
C. **Acknowledgement of Financial Statement for the Month Ending August 31, 2026**

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

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

Aye: Erin Adams, Ernie Dowdell, and David Berrong

Nay: None

Absent: Art Lloyd and Ernesto Villanueva

Chairman David Berrong declared the motion carried.

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

A. Recommendation from Golf Advisory Board for Proposal from Jones Plan for Greens Resurfacing

Motion was made by Trustee Erin Adams and seconded by not recorded to approve the Recommendation from Golf Advisory Board for Proposal from Jones Plan for Greens Resurfacing in the amount of $297,817.00.

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

Aye: Erin Adams, Ernie Dowdell, and David Berrong

Nay: None

Absent: Art Lloyd and Ernesto Villanueva

Chairman David Berrong declared the motion carried.

B. Recommendation from Golf Advisory Board for Proposal by Holiday Sand Inc. - Provision and Deliver of Greens Mix

Motion was made by Trustee Ernie Dowdell and seconded by Trustee Erin Adams to approve the Recommendation from Golf Advisory Board for Proposal by Holiday Sand Inc. - Provision and Deliver of Greens Mix in the amount of $148,800.00.

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

Aye: Erin Adams, Ernie Dowdell, and David Berrong

Nay: None

Absent: Art Lloyd and Ernesto Villanueva

Chairman David Berrong declared the motion carried.

C. Authorize Reimbursement to Perry's Golf Shop, LLC for Maintenance Personnel Costs Incurred During Transition to a New Golf Course Superintendent

City Manager Johnston stated that Mr. Adams has taken the responsibility of overseeing the staff for course maintenance. The City will reimburse Mr. Adams for the Maintenance Personnel Costs Incurred During the transition to a New Golf Course Superintendent.

Information only no action taken.

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 Erin Adams to adjourn the meeting.

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

Aye: Erin Adams, Ernie Dowdell, and David Berrong

Nay: None

Absent: Art Lloyd and Ernesto Villanueva

Chairman David Berrong declared the motion carried.

Chairman declared the meeting adjourned 5:55 p.m.

_____

Date Approved

_____

David Berrong, Chairman

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, OCTOBER 20, 2026 AT 5:30 PM COUNCIL CHAMBERS

AGENDA

Source listing: 10/20/2026 Meeting
Original source: http://agendas.clintonok.gov/2026/2026-10-20-regular-meeting-rm/index.html

1. Call to Order

2. Opening - Prayer and 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 of October 6, 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 16th day of October 2026, Posted on the lobby bulletin board October 16, 2026, at 3:45 p.m. by Amy Jones, City Clerk.

_____

Amy Jones, City Clerk

A REGULAR MEETING OF CLINTON CITY COUNCIL MINUTES
TUESDAY, OCTOBER 6, 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, October 6, 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 October 2, 2026, at 9:00 a.m.

Mayor David Berrong called the meeting to order at 5:56 p.m.

COUNCIL MEMBERS PRESENT: David Berrong, Erin Adams, Ernie Dowdell
COUNCIL MEMBERS ABSENT: Art Lloyd, Ernesto Villanueva
MANAGER: Robert Johnston
CITY TREASURER: Debra Blanchard
CITY ATTORNEY: Ryan Meacham
CITY CLERK: Amy Jones
NEWS MEDIA: Sean Stephens, Kyra Huckabay, Shiann Dawson
OTHERS: Gene McCullough, Fayne Sawatzky, Lynn Maloy, Bobby Stewart, Brooks Red, Norma Vincent, Perry Adams, Kent Miller, Dillon Mach, Aaron Hunter, Sherri Griffin, Kevin Rother, Brett Johnson, Mart Tisdal and Others.

Gene McCullough opened the meeting with prayer and Bobby Stewart, 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 of September 15, 2026, Regular Meeting

B. Claims

C. Acknowledgement of Financial Statement for the Month Ending August 31, 2026

D. Action Associates Agreement for 2026-2027 Budgeted Item

E. Request from Chamber of Commerce for Closer of Frisco from 10th Street to 4th Street for Trunk of Treat on October 31, 2026, starts at 5:30 p.m. to 8:30 p.m.

F. Request from Chamber of Commerce for Parade for the Festival of the Lights on Frisco from 10th street to 5th street – December 1, 2026, 6:30 p.m. to 7:30 p.m.

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

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

Aye: David Berrong, Erin Adams and Ernie Dowdell

Nay: None

Absent: Art Lloyd and Ernesto Villanueva

Mayor David Berrong declared the motion carried.

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

A. Change order No. 2 AIP 3-40-0021-022-2025, AIG3-40-0021-023-2025, ODAA CLK -26H-FS for Pier Removal and Soil Stabilization at T-Hangar in the amount of $37,946.06

Motion was made by Council Member Ernie Dowdell and seconded by Council Member Erin Adams to approve Change order No. 2 AIP 3-40-0021-022-2025, AIG3-40-0021-023-2025, ODAA CLK -26H-FS for Pier Removal and Soil Stabilization at T-Hangar in the amount of $37,946.06.

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

Aye: David Berrong, Erin Adams and Ernie Dowdell

Nay: None

Absent: Art Lloyd and Ernesto Villanueva

Mayor David Berrong declared the motion carried.

B. Pay Application No. 8 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 $9,907.21.

Motion was made by Council Member Ernie Dowdell and seconded by Council Member Erin Adams to approve the Pay Application No. 8 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 $9,907.21.

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

Aye: David Berrong, Erin Adams and Ernie Dowdell

Nay: None

Absent: Art Lloyd and Ernesto Villanueva

Mayor David Berrong declared the motion carried.

C. Easement Purchase by PSO

Motion was made by Council Member Ernie Dowdell and seconded by Council Member Erin Adams to approve the Easement Purchase by PSO.

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

Aye: David Berrong, Erin Adams and Ernie Dowdell

Nay: None

Absent: Art Lloyd and Ernesto Villanueva

Mayor David Berrong declared the motion carried.

D. Landscaping Agreement with ODOT

Motion was made by Council Member Ernie Dowdell and seconded by Council Member Erin Adams to approve the Landscaping Agreement with ODOT – Mother Road Sign.

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

Aye: David Berrong, Erin Adams and Ernie Dowdell

Nay: None

Absent: Art Lloyd and Ernesto Villanueva

Mayor David Berrong declared the motion carried.

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

City Manager Johnston stated that Oklahoma production in McLain Rogers Park Amphitheater was a success with 3,590 tickets being sold. We have asked about a software report on where all the tickets buyers traveled from. The improvements to the venue by the City of Clinton will benefit future events. The question being asked is what to do next. He reported that the new OHP building would be holding an open house on Tuesday October 13, 2026, and there would also be a groundbreaking at Burns Flat for Dawn Aerospace.

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 Council Member Ernie Dowdell and seconded by Council Member Erin Adams to adjourn the meeting.

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

Aye: David Berrong, Erin Adams and Ernie Dowdell

Nay: None

Absent: Art Lloyd and Ernesto Villanueva

Mayor David Berrong declared the motion carried.

Mayor declared the meeting adjourned 6:11 p.m.

_____

Date Approved

_____

David Berrong, Mayor

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, OCTOBER 20, 2026 AT 5:30 PM COUNCIL CHAMBERS

AGENDA

Source listing: 10/20/2026 Meeting
Original source: http://agendas.clintonok.gov/2026/2026-10-20-regular-meeting-rm/index.html

1. Call to Order

2. Opening - Prayer and 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 of October 6, 2026 Regular Meeting

4. Discussion, Consideration, and Possible Action Regarding:

    A. Veteran Waste Solutions, Inc -. Operating and Disposal Agreement

    B. Veteran Waste Solutions, Inc.- Agreement for Lease of Transfer Station Property

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 16th day of October 2026, Posted on the lobby bulletin board October 16, 2026, at 3:45 p.m. by Amy Jones, City Clerk.

_____

Amy Jones, City Clerk

A REGULAR MEETING OF CLINTON SOLID WASTE AUTHORITY MINUTES
TUESDAY, OCTOBER 6, 2026, 5:30 P.M.

A regular meeting of the Chairman and Trustees of the Clinton Solid Waste Authority City of Clinton, Oklahoma, Custer County, was held in the Council Chambers on Tuesday, October 6, 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 October 2, 2026, at 9:00 a.m.

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

TRUSTEES PRESENT: David Berrong, Erin Adams, Ernie Dowdell
TRUSTEE ABSENT: Art Lloyd, Ernesto Villanueva
MANAGER: Robert Johnston
CITY TREASURER: Debra Blanchard
CITY ATTORNEY: Ryan Meacham
CITY CLERK: Amy Jones
NEWS MEDIA: Sean Stephens, Kyra Huckabay, Shiann Dawson
OTHERS: Gene McCullough, Fayne Sawatzky, Lynn Maloy, Bobby Stewart, Brooks Red, Norma Vincent, Perry Adams, Kent Miller, Dillon Mach, Aaron Hunter, Sherri Griffin, Kevin Rother, Brett Johnson, Mart Tisdal and Others.

Gene McCullough opened the meeting with prayer and Bobby Stewart, 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 of September 15, 2026**

B. **Claims**

C. **Acknowledgement of Financial Statement for the Month Ending August 31, 2026**

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

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

Aye: Erin Adams, Ernie Dowdell, and David Berrong

Nay: None

Absent: Art Lloyd and Ernesto Villanueva

Chairman David Berrong declared the motion carried.

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

A. Agreement with Veteran Waste Solutions (VWS)

Gene McCullough, Public Works Director, presented the agreement with Veteran Waste Solutions (VWS). City Attorney Ryan Meacham stated that he had not had a chance to review these documents. Director McCullough reported that the scales have been installed and the transfer station has been cleaned up and ready when the contracts are in place.

Motion was made by Trustee Dowdell and seconded by Trustee Erin Adams to table the agreements with Veteran Waste Solutions (VWS) until agreements are reviewed by City Attorney Ryan Meacham.

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

Aye: Erin Adams, Ernie Dowdell, and David Berrong

Nay: None

Absent: Art Lloyd and Ernesto Villanueva

Chairman David Berrong declared the motion carried.

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 Erin Adams to adjourn the meeting.

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

Aye: Erin Adams, Ernie Dowdell, and David Berrong

Nay: None

Absent: Art Lloyd and Ernesto Villanueva

Chairman David Berrong declared the motion carried.

Chairman declared the meeting adjourned 5:59 p.m.

_____

Date Approved

_____

David Berrong, Chairman

OPERATING AND DISPOSAL AGREEMENT

Formatted: Justified

This ~~Lease~~ Operating and Disposal Agreement, hereinafter "Agreement", is made effective as of the _____ day of October 2026 ("Effective Date"), by and between the Clinton ~~Public Works~~Solid Waste Authority, hereinafter "Authority", an Oklahoma Public Trust, and Veteran Waste Solutions, Inc, hereinafter "VWS", an Oklahoma Corporation.

WITNESSETH:

Formatted: Justified

WHEREAS, Authority solicited proposals for the operation and management of the City of Clinton Solid Waste Transfer Station, " Transfer Station", and,

WHEREAS, VWS in response to said solicitation proposed to and operate the Transfer Station and deliver all Acceptable Waste delivered to the station by the Authority to a permitted solid waste landfill,

WHEREAS, Authority has agreed under a separate Lease Agreement to lease property, facility structures, and fixed infrastructure located at 220 East Commerce Street in order to operate the Transfer Station,

WHEREAS, Authority and VWS desire to enter into an Operating and Disposal Agreement to operate the Transfer Station and dispose all of the Authority's Acceptable Waste,

NOW, THEREFORE, ~~for~~ in consideration of the provisions and the respective covenants and agreements set forth in this Agreement, and other good and valuable consideration~~s~~, Authority and VWS agree as follows:

1. Scope of Work. VWS, at its sole cost and expense, shall provide all labor, supervision, vehicles, equipment, supplies, transportation, and disposal services ~~and equipment~~ necessary to operate the Transfer Station and transport and lawfully dispose of all Acceptable Waste. Disposal and transportation costs are included in the base rate except for the specifically authorized state fee and fuel surcharge. VWS shall maintain an approved alternative disposal arrangement for interruptions at the primary landfill, subject to the same verification and approval requirements. ~~to include the transport and payment of any and all disposal costs~~.
2. Specific Operational Obligations. VWS will act strictly as an independent ~~operator~~contractor and shall have no authority to bind Authority or the City of Clinton, in its performance of the Scope of Work. Because the ~~City of Clinton and or~~ Authority will own the permit, VWS will be held to the highest standard of compliance with all federal, state and local environmental laws, ordinances and operating rules. Nothing herein shall be construed as a transfer of the Facility Permit or represents that it was issued to VWS. VWS may operate only within the authority provided by applicable law, the Facility Permit, the Operating Plan, and required agency approvals.
3. Facility Operations:
    a. Daily Management. VWS will accept, process and transfer all Acceptable Waste received at the Transfer Station. Acceptable Waste is defined as any non-hazardous waste that can

be accepted at a permitted MSW landfill that is not considered Special or Hazardous Waste. Waste. Waste prohibited by either facility's authorization shall not be accepted. VWS shall inspect incoming loads, implement the approved waste-screening procedures, isolate suspect waste safely, promptly notify Authority, and arrange lawful handling of improperly delivered waste.

b. Hours of Operation. VWS will operate the Transfer Station from 7:00 am to 5:00 pm Monday through Friday with the exception of observed holidays. VWS will observe the following holidays:
   i. New Year's Day
   ii. Memorial Day
   iii. Independence Day
   iv. Labor Day
   v. Thanksgiving
   vi. Christmas

4. Term. The Agreement shall be for a term of seven years commencing on the Eeffective Ddate. The Agreement ~~will~~ may be extended for additional five (5) year terms unless either party gives written notice not to extend the Agreement at least one hundred and eighty (180) days prior to the end of the initial term ~~of the end of any extension term thereafter~~or one hundred and eighty (180) days prior the end of the Authority's fiscal year in any renewal term. The separate lease of the Transfer Station between these parties ("Lease") shall commence on the same Effective Date. As between these parties, this Agreement and the Lease shall have coordinated terms, renewal deadlines, and termination dates. A material default under either instrument constitutes a default under both, subject to the applicable notice and cure provisions. Expiration or termination of this Agreement shall simultaneously terminate the Lease and VWS's right to possess and operate the Transfer Station, except for a limited transition expressly authorized in writing by Authority. The parties agree that this paragraph controls any inconsistent Lease provision concerning coordinated term, default, or termination and shall execute a conforming Lease amendment if needed. Expiration or termination of the Lease shall likewise end this Agreement, subject to accrued and surviving obligations.

5. Regulatory Compliance and Record Keeping. VWS will comply with all applicable federal and state regulations and final regulatory orders in its ~~operate~~ operation of the facility ~~in accordance with~~incuding the City's approved DEQ Development and Operations Plan. VWS will maintain all required record keeping to include daily incoming waste volumes, haul tickets, and weight tickets from disposal sites. VWS will provide access to the facility during normal business hours and records for inspections by City staff or DEQ representatives. At its expense, VWS shall obtain and maintain all licenses, permits, registrations, certifications, and qualifications required specifically for its business, personnel, vehicles, transportation, and operational activities and furnish evidence upon request. VWS shall timely prepare and furnish accurate operational

information, reports, and supporting documents for any necessary inspections, audits, or permit renewals during the term of this agreement. Records shall be retained for at least five (5) years, longer if required by law or unresolved proceedings, and furnished to Authority monthly and upon request. VWS shall provide Authority copies of regulatory filings before submission when reasonably practicable. VWS shall immediately notify Authority of spills, prohibited waste, unsafe conditions, or actual or threatened loss of authorization, and within one (1) business day provide copies of inspection reports, notices of violation, enforcement correspondence, and other material regulatory communications received or sent by VWS. VWS shall reimburse Authority for reasonable corrective-action costs and legally recoverable regulatory liabilities attributable to VWS's breach, negligence, unlawful acts, or operations contrary to applicable requirements; this obligation survives termination.

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6. Authority's Right to Inspect the Leased Property. Authority shall have the right during normal business hours to enter upon the Leased Property for the purpose of inspecting same or observing its use.

7. Maintenance, Vectors and Litter Control. VWS shall operate the Transfer Station such that odor, noise and litter shall be effectively controlled in compliance with industry standards. Waste accumulation shall never exceed approved quantity or storage-time limits. Notwithstanding, said nuisance controls must be in compliance with all local, state and federal regulations. VWS will perform routine maintenance and operate the Transfer Station within industry standards. ~~Any damage to the site caused by negligence will be the responsibility of VWS to repair.~~ VWS shall promptly repair damage caused by its employees, agents, contractors, or negligent or wrongful operations. Structural and capital obligations otherwise allocated by the Lease remain governed by the Lease, subject to the operational and damage obligations herein.

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8. Insurance. VWS will maintain the following insurance coverages at all times:
   a. Workers Compensation – Statutory
   b. General Liability - $2,000,000 General Aggregate
   c. Auto Liability - $1,000,000 per occurrence
   d. Pollution Liability — at least $1,000,000 per claim or occurrence and $2,000,000 aggregate covering applicable transfer-station operations, transportation pollution risks, cleanup costs, and third-party bodily injury and property damage. Any claims-made pollution coverage shall have a retroactive date no later than commencement and be maintained, or include extended reporting coverage, for three (3) years after termination.

Authority and City, and their officers, employees, and agents, shall be additional insureds on general liability and, where available for the applicable risks, automobile and pollution policies for liabilities arising from VWS's operations. Such coverage shall be primary and noncontributory to their insurance, to the extent available by endorsement. Before commencing services and upon renewal, VWS shall provide certificates and required endorsements;

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certificates alone do not establish additional-insured status. VWS shall provide thirty (30) days' advance notice of cancellation or material reduction, or ten (10) days for nonpayment, when available from the insurer, and shall otherwise notify Authority immediately upon learning of the change. Deductibles and self-insured retentions are VWS's responsibility. Insurance does not limit VWS's contractual liability.

~~c.~~e.

9. Termination. ~~This Agreement may be terminated by either of the parties hereto as a result of a material breach of any of the terms contained herein by the other party hereto. Notwithstanding the foregoing, however, the non-breaching party shall provide written notice to the breaching party of any such breach or alleged breach, whom shall have a period of thirty (30) days from the date of said notice to cure said breach.~~ Either party may terminate this Agreement for the other party's material breach by written notice describing the breach if it is not cured within thirty (30) days after receipt. If a nonmonetary breach cannot reasonably be cured within thirty (30) days, the breaching party must commence cure within that period and diligently pursue completion, but the cure period shall not exceed sixty (60) days after receipt unless the nonbreaching party agrees otherwise in writing. No cure period authorizes unlawful or unsafe operations. Authority may immediately suspend affected operations, arrange alternative service, enter the facility, and take reasonable emergency protective measures when necessary to address prohibited waste, imminent threats to health or the environment, or suspension, revocation, expiration, or absence of a required authorization. Authority shall give written notice as soon as practicable. Authority may terminate immediately if continued performance would be unlawful or an imminent threat cannot promptly be controlled, or if VWS abandons service; otherwise applicable cure rights remain available. VWS shall reimburse reasonable incremental replacement-service and protective costs caused by its breach, subject to credit for payments avoided and without duplicate recovery. Termination does not extinguish accrued payment obligations, indemnity, reimbursement, record retention, or other expressly surviving duties.

~~9.~~

10. Indemnity. VWS agrees to indemnify, defend and hold harmless the Authority, and their officers, employees, and agents for any and all liability, claims, and losses of damages arising out of or alleged to arise out of VWS's negligence, willful misconduct, breach of this agreement or failure in the performance of its work.

~~10.~~

11. Force Majeure. The performance of this Agreement may be suspended and the obligations hereunder excused in the event and during the performance is prevented by a cause or causes beyond the control of such party. The performance of the Agreement will be suspended and the obligations hereunder excused only until the condition preventing performance is remedied. Such conditions shall include but not be limited to, acts of God, acts of war, explosion, fire, flood, and terrorism. —Lack of funds, ordinary equipment breakdowns, increased costs, and loss of authorization caused by the affected party's noncompliance are not qualifying events. The affected

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party shall give prompt written notice identifying the event, affected obligations, expected duration, and mitigation measures, and provide continuing updates. Authority may obtain substitute service during an interruption. Payment is due only for services actually performed and properly invoiced; no payment is due for unperformed services. If a material interruption continues for thirty (30) consecutive days, Authority may terminate without penalty by written notice.

~~11.~~

12. Payment Terms/Billing. Authority shall pay VWS Seventy Six Dollars ($76.00) per ton plus the state fee for all Acceptable W~~w~~aste actually delivered to the Transfer Station, under this agreement. The fee shall be passed through at actual cost attributable to Authority's waste, without markup or duplicate recovery; no fee is payable merely because it is described as a state or environmental fee. Authority shall remit payments of the fees due and owed to VWS by the 15th day of each month for services rendered the previous months. Prices will be adjusted annually on April 1st by the increase or decrease of the Consumer Price Index using the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U), All Items, South Region, Size Class B/C, not seasonally adjusted, published by the United States Department of Labor, Bureau of Labor Statistics. The first adjustment shall occur April 1, 2027 and shall equal the change from October 2026 to February 2027, reflecting the initial partial year. Subsequent adjustments shall compare February of the adjustment year with February of the preceding year. The adjusted rate equals the existing base rate multiplied by the ratio of the newer index to the comparison index, rounded to the nearest cent. VWS shall provide the calculation and published index values at least thirty (30) days before effectiveness. CPI adjustments do not apply to state fees or fuel surcharges. ~~The first such increase will occur on April 1, 2027.~~
13. Fuel Surcharge. In the event that the DOE Index for the Midwest region averages $4.75 per gallon on higher for diesel for an entire month, VWS has the option, during the next calendar month, of passing on a fuel surcharge using the following formula:

    ——— ((Average Fuel Cost per gallon - $4.75)/10) x 100 = Percentage of Increase allowed to the disposal rate.

VWS shall provide the published observations and calculation with at least ten (10) days' written notice before imposing a surcharge; a late notice postpones effectiveness until ten (10) days after receipt, without retroactive billing. The surcharge shall be recalculated monthly, reduced when the index decreases, and eliminated when the monthly average is $4.75 or less. It applies only to the base rate and shall not compound, apply to state fees, or itself receive CPI adjustment. No separate fuel-cost increase or reimbursement is permitted, and any separately identifiable fuel increase recovered through another approved price adjustment shall be credited against this surcharge to prevent duplicate recovery.

14. Transition and Surrender. Upon expiration, termination, or nonrenewal, VWS shall cooperate with Authority and any replacement operator, promptly deliver operating records and pending regulatory matters, account for and lawfully remove waste remaining from its operations, and surrender the facility as required by the Lease. VWS shall not alter, surrender, or transfer the

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Facility Permit during transition. At Authority's written request, and only while legally authorized and insured, VWS shall provide transition service for up to thirty (30) days at the then-current contractual rates. Such service confers no renewal or continuing possessory right. Unperformed transition service is not payable. VWS's cooperation, record-delivery, cleanup, and surrender obligations survive termination

15. Notices. Notices of default, termination, nonrenewal, and other formal notices shall be in writing and delivered personally, by nationally recognized overnight courier, or by United States certified mail, return receipt requested, postage prepaid. Notice is effective upon actual delivery or documented refusal. Notices to Authority shall be addressed to Clinton Public Works Authority, 415 W. Gary Boulevard, Clinton, Oklahoma 73601, Attention: Authority Administrator; notices to VWS shall be addressed to Veteran Waste Solutions, Inc., 2424 E. Highway 66, El Reno, Oklahoma 73036, Attention: John Todd. Either party may change its address or designated recipient by written notice. Emergency operational notices shall additionally be given immediately by telephone to the parties' designated contacts and confirmed in writing within one (1) business day. Each party shall furnish current twenty-four-hour emergency contact information before commencement.

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~~14.~~16. Submission To Jurisdiction. Authority and VWS hereby agree that any action, suit or proceeding arising out of a dispute under this Agreement, shall be brought in a court of competent jurisdiction located in Custer County District Court, ~~the~~ State of Oklahoma. The prevailing party in any dispute will be eligible to receive reasonable Attorney fees.

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

CLINTON PUBLIC WORKS AUTHORITY

By: _____
Name: _____
Title: _____

ATTEST
By: _____
Name: _____

VETERAN WASTE SOLUTIONS, INC

By: _____
Name: _____
Title: _____

ATTEST
By: _____
Name: _____

LEASE AGREEMENT

This Lease Agreement (the "Lease") is made and entered into this _____ day of October 2026, by and between the Clinton Public Works Authority, ("Lessor"), and Veteran Waste Solutions, Inc, an Oklahoma corporation ("Lessee"),

WITNESSETH:

WHEREAS, Lessor is the owner of a tract of land on East Commerce Street, Clinton, (the "Premises") situated in Custer County, State of Oklahoma, more particularly described as follows, to wit:

> A tract of land located in the North Half of the N.E. Quarter of Section 36, Township 12 North, Range 17 W. I. M. ; Beginning at a point on the north section line a distance of 895.0 feet east of the Northwest corner of Northeast Quarter of said section; thence, south and parallel to the West Quarter section line a distance of 360.0 feet; thence east and parallel to the north section line a distance of 300.0 feet; thence North 26 ^{0} degrees, 33 minutes West a distance of 404.76 feet to a point on the north section line of said section; thence west along the north section line a distance of 115.0 feet to the point of beginning, containing 1.715 acres, more or less. All in Custer County, Oklahoma. All of the oil, gas and other minerals therein are reserved to Lessors and their assigns, [A diagram showing the location of the subject tract of land is attached hereto as Exhibit 'I A"]

For and in consideration of one or more dollars, and the other considerations herein recited, Lessor does by these presents hereby lease, demise and let unto Lessee the above-described property, together with all the improvements and appurtenances thereto, located thereon (collectively, the "Leased Property"), and does hereby grant to Lessee all its rights under the Permits (as hereinafter defined), subject to the following terms and conditions:

1. Rental Payments: The rent for the Leased Property shall be $100 per year, with the first payment hereunder due upon execution of this Lease. All subsequent payments will be due on the anniversary of the lease agreement. Lessor will have the ability to deduct the annual lease payment from the disposal payment due to Lessee.

2. Lease Term: This Lease shall be for a term of seven (7) years, commencing on the on the effective date. The effective date will be the same date as a separate Operating and Disposal Agreement begins. The lease will be automatically be renewed for successive five (5) year terms, unless either party gives the other at least one-hundred and eighty (180) days written notice of termination.

3. Lessee's Use of the Leased Property: Revenues: The Leased Property shall be used exclusively

for the operation of a solid waste transfer station facility and the conduct of other ancillary activities, consistent with Lessee's current use thereof. Lessee shall be entitled to collect and retain all revenues, receipts and income of any kind derived directly or indirectly-from or in connection with the operations and management of the Leased Property.

4. Condition of Leased Property: Except as otherwise set forth herein, Lessor has made no representation, expressed or implied, as to the condition of the Leased Property, except as otherwise set forth herein, Lessee acknowledges that Lessee is leasing the Leased Property "AS IS".

5. Lessor's Right to Inspect the Leased Property: Lessor shall have the right, during normal business hours, to enter upon the Leased Property for the purpose of inspecting same or observing its use.

6. Alterations and Additions:

(a) Lessee Shall not create any openings in the roof or exterior walls, nor make my structural alterations, additions or improvements to the Leased Property, without the prior written consent of the Lessor, which consent shall not be unreasonably withheld, conditioned or delayed. Lessee shall have the right at all times to erect or install shelves, bins, electrical outlets, machinery, air conditioning or heating equipment, satellite communication equipment, and trade fixtures, provided, Lessee complies with all applicable governmental laws, ordinances and regulations. Lessee in its sole discretion shall have the right to make alterations or remodeling of a non-structural nature.

(b) All additions and improvements made by Lessee which are permanently attached to and made a part of the Leased Property shall belong to and become the property of Lessor upon the expiration of the Lease, except for signs, trade fixtures, display furnishings, satellite communications equipment and any other equipment used on the Leased Property and furnished by Lessee (for Federal income tax purposes only, Lessee's signs, trade fixtures and display furnishings are defined herein as equipment).

7. Lessee's Obligation to Repair and Maintain the Leased Property: Lessee, at its own cost and expense, shall use commercially reasonable efforts to keep the Leased Property in good repair, condition and working order, and shall return the same to Lessor at the termination of this Lease in the same or better condition as the premises were in at the commencement of this Lease.

8. Risk of Loss: Lessee hereby assumes and agrees to bear the entire risk of loss and damage to the Leased Property from any cause whatsoever.

In the event of loss or damage of any kind whatsoever to the Leased Property, the Lessee shall, at Lessee's sole option (subject to Lessor's rights in Section 10 below):

(i) Place the Leased Property in good repair, condition and. working order; or,

(ii) Replace the Leased Property with like property in good repair, condition and working order. .

9. Surrender of Leased Property: Upon the expiration of this Lease, the Lessee shall return the Leased Property to Lessor in good repair, condition and working order, ordinary wear and tear excepted.

10. Insurance: Lessee shall keep the Leased Property insured against all risks of loss or damages from any cause whatsoever in an amount not less than $500,000.00; and shall carry general liability insurance in an amount not less than $1,000,000.00 per occurrence and $2,000,000.00 aggregate. Lessee will carry applicable Workers' Compensation Insurance on its employees working at or in connection with Lessee's occupation of the Leased Property.

11. Warranties: Except as otherwise set forth herein, Lessor makes no Warranty, either expressed or implied, as to any matter whatsoever, including, and without limitation, the condition of the Leased Property, its freedom from CLAMS TO OR INTERESTS IN WHICH MIGHT INTERFERE WITH QUIET ENJOYMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE.

12. Reimbursement: Lessee shall reimburse Lessor for all damages and expenses, including reasonable attorneys' fees arising out of, connected with, or resulting from Lessee's negligent or willful act or omission relating to its operation of the Leased Property.

13. Default: If Lessee fails to pay any rent or other amount herein provided when the same is due and payable, or if Lessee fails to observe, keep or perform any other provision of this Lease required to be observed, kept or performed by Lessee, Lessor shall provide Lessee with written notice of such default. Unless Lessee (i) if the default is not a default in the payment of rent, cures such default within thirty (30) days after receipt of written notice of default, (ii)if the default is of such nature that it cannot be readily cured during such thirty (30) day period, has commenced to cure such default within such thirty (30) day period and has diligently and continuously pursued such cure thereafter or (iii) if the default is a default in the payment of rent, cures such default within ten (10) days after receipt of written notice of default, Lessor shall have the right to exercise any one or more of the following remedies:

(a) To declare the entire amount of rent hereunder immediately due and payable;

(b) To sue for and recover the present value of all rent, and other payments, rent then or thereafter accrued, with respect to the Leased Property;

(c) To take possession of the Leased Property. Lessee hereby waives any and all damages occasioned by any reasonable and rightful taking of possession. Any said taking of possession shall not constitute a termination of this Lease, unless Lessor expressly. so, notify Lessee in writing:

(d) To terminate this Lease;

(e) To pursue any other remedy at law or in equity.

Notwithstanding any said repossession, or any other action which Lessor may rightfully take, Lessee shall be and remain liable for the full performance of all obligations on the part of Lessee to be performed under this Lease.

All such remedies are cumulative, and may be exercised concurrently or separately.

14. Attorneys' Fees: In the event of any dispute in connection with this Lease, the prevailing party shall be entitled to receive its reasonable attorneys' fees from the losing party.

15. Prohibition of Assignment of Lessee's Interest: Lessee shall not assign this Lease or sublet the Leased Property, or any part thereof without the consent of Lessor' in writing, which consent Lessor agrees it will not unreasonably withhold, delay or condition.

Subject always to the foregoing and Section 18 below, this Lease inures to the benefit of, and binding upon the heirs, legatees, personal representatives; successors and assigns of the parties hereto.

16 Ownership: The Leased Property is, and shall at all times be and remain, the sole and exclusive property of Lessor; and the Lessee shall have no right, title or interest therein or thereto, except as expressly set forth in this Lease.

17. Interest: Should Lessee fail to pay any part of the rent herein reserved or any other sum required by Lessee to be paid to Lessor, within ten (10) days after the due date thereof, Lessee shall pay unto Lessor interest on such delinquent payment from the expiration of said ten, (10) days until paid at the rate of eighteen percent (18%) per annum.

18. Offset: Lessee hereby waives any and all existing and future claims, and offsets, against any rent or other payments due hereunder; and agrees to pay the rent and other mounts hereunder regardless of any offset or claim which may be asserted by Lessee or on its behalf.

19. Nonwaiver: No covenant or condition of the Lease can be waived except by the written consent of Lessor and Lessee. Forbearance or indulgence by Lessor or Lessee in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by

Lessee or Lessor to which the same may apply, and, until complete performance by Lessee or Lessor of said covenant or condition, Lessor or Lessee shall be entitled to invoke any remedy available to Lessor or Lessee under this Lease or by law or in equity despite said forbearance or indulgence.

20. Entire Agreement: This instrument constitutes the entire agreement between Lessor and Lessee with regard to the Leased Property; and it shall not be amended, altered or changed, except by written agreement signed by the parties hereto.

21. Notices: All notices or other communications to be given to a party hereunder shall be in writing and shall be deemed given upon the earlier to occur of (a) actual receipt by such party or (b) three (3) business days after being deposited in the United States mail, certified or registered mail, return receipt requested, postage prepaid, addressed to such party as follows:

If to Lessee:

Veteran Waste Solutions, Inc

2424 E. Highway 66
El Reno, OK 73036
ATTN: John Todd

Clinton Public Works Authority

415 W. Gary Blvd
Clinton, OK 73601
ATTN: _____

Any change of address by either party shall be by notice given to the other in the same manner as specified above.

Titles: The titles to the paragraphs of this Lease are solely for the convenience of the parties, and are not an aid in the interpretation of the instrument.

22. Lessor's Representations and Warranties: Lessor represents and warrants to Lessee that:

(a) Lessor has all requisite power and authority to own the Leased Property, enter into this Lease and otherwise perform its obligations contained herein. Lessor has duly authorized the execution and delivery of this Lease such that all documents to be executed by Lessor are its valid, legally binding obligations and are enforceable against it in accordance with their terms.

(b) The persons executing this Lease and all documents on behalf of Lessor has the legal power, right and authority to bind Lessor.

(c) Lessor has obtained all permits, authorizations and approvals (and, during the term of this Lease, will obtain all future permits, authorizations and approvals that become) necessary or appropriate to operate the Leased Property as a transfer station, and to conduct any activities reasonably ancillary thereto, from all applicable federal, state, county and/or local governmental agencies and authorities (the "Permits"). Lessor will maintain all Permits in full force and effect during the term of this Lease. Lessee has the right (and through the term of this Lease, will have the right) to operate the transfer station and conduct any activities reasonably ancillary thereto pursuant to the Permits as if such Permits had been issued to Lessee.

(d) Lessor's execution of this Lease does not breach any agreement or constitute a default or a condition that would ripen into a default under any agreement to which Lessor is a party or by which all or part of the Leased Property is' bound. Furthermore, Lessor's execution of this Lease and its consummation of the transaction does not violate any order, rule or regulation applicable to Lessor or the Leased Property of any court or any federal, state or. municipal regulatory body or administrative agency or other governmental body:

23. Mechanic's Liens: Lessee shall not be deemed to be the agent or representative of Lessor in making any alterations, physical additions or improvements to the Leased Property, and shall have no right, power or authority to encumber any interest in the Leased Property in connection therewith, other than Lessee's leasehold estate under this Lease. However, should any mechanics or other liens be filed against any portion of the Leased Property or any interest therein (other than Lessee's leasehold estate hereunder) by reason of Lessee's acts or omissions, Lessee shall cause the same' to be canceled or discharged of record, or shall file a bond sufficient to discharge such lien, within thirty (30) days after receiving written notice of such lien from Lessor. In the event Lessee does post bond, Lessee shall be entitled to contest any such lien by appropriate judicial proceedings. Notwithstanding anything to the contrary, any mechanics or other liens filed against any portion of the Leased Property or any interest therein, other than those caused solely by Lessee's acts or omissions, shall be the sole responsibility of Lessor.

IN WITNESS THEREOF, the parties hereto have executed this Lease Agreement as of the date below.

LESSOR:
Clinton Public Worls Authority
By: _____

LESSEE
Veteran Waste Solutions, Inc
By: _____