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 SPECIAL MEETING
OF THE PUBLIC WORKS AUTHORITY
MONDAY, SEPTEMBER 29, 2025 AT 5:30 PM
CLINTON CITY HALL

AMENDED AGENDA

Source listing: 09/29/2025
Original source: http://agendas.clintonok.gov/2025/092925/launch.html

1. CALL TO ORDER, OPENING PRAYER/PLEDGE OF ALLEGIANCE

2. DISCUSSION, CONSIDERATION, AND POSSIBLE ACTION REGARDING:

   A. Report from Cimarron Valley Engineering Regarding the Proposed Replacement of a Portion of the 27 Inch Sanitary Sewer Interceptor Main and Related Improvements;

   B. Project Funding Options to Replace a Portion of the 27 Inch Sanitary Sewer Interceptor Main and Related Improvements;

   C. Proposal from Cimarron Valley Engineering for Engineering Services on the 27” Sanitary Sewer Interceptor Main Replacement and Related Improvements;

   D. Agreement for Bond Counsel and Issuer Counsel Services with Public Finance Law Group, Meacham Law Firm, and the Clinton Public Works Authority

   E. Resolution No. PW 25-04: a Resolution of The Clinton Public Works Authority (the “Borrower”) authorizing a loan from the Oklahoma Water Resources Board in the total aggregate principal amount of not to exceed $5,390,000.00; approving the issuance of…

      Resolution No. PW 25-04: a Resolution of The Clinton Public Works Authority (the “Borrower”) authorizing a loan from the Oklahoma Water Resources Board in the total aggregate principal amount of not to exceed $5,390,000.00; approving the issuance of a promissory note in the total aggregate principal amount of not to exceed $5,390,000.00, secured by a pledge of revenues and authorizing its execution; designating a Local Trustee; approving and authorizing the execution of a Supplemental Note Indenture; approving and authorizing the execution of a Loan Agreement; ratifying and confirming a Lease by and between the City of Clinton, Oklahoma (the “City”) and the Borrower pertaining to the leasing of the city’s water, sanitary sewer, and sanitation systems to the

Borrower ; ratifying and confirming a Sales Tax Agreement by and between the City and the Borrower pertaining to a year-to-year pledge of certain sales tax revenue; approving and authorizing a Note Purchase Agreement; approving various covenants; approving and authorizing payment of fees and expenses; approving and authorizing application to the Oklahoma Water Resources Board; approving and authorizing professional services agreements; and containing other provisions relating thereto.

3. ADJOURN

Filed this 25th day of September 2025, Posted on the bulletin board in the lobby of the Clinton City Hall September 25, 2025, at 4:30 p.m.
AMENDED agenda filed 26th day of September 2025, Posted on the bulletin board in the lobby of the Clinton City Hall September 26, 2025, at 3:00 p.m.

_____

Not recorded

CIMARRON VALLEY ENGINEERING

Technical Memorandum

Project: Wastewater System Improvements – Proposed Bar-Screened Lift Station
To: The City of Clinton / The Clinton Public Works Authority, Custer County, Oklahoma
Project Number: CVE25-030
Date: September 25, 2025

Introduction

This memorandum presents the basis for constructing a new bar-screened lift station for the wastewater system. The improvements are intended to resolve issues with the existing 27-inch concrete sanitary sewer main that is failing due to hydrogen sulfide (H2S) corrosion, as well as safety and maintenance concerns associated with the existing bar screen and lift station at the wastewater treatment plant. The proposed improvements also provide a layout compatible with future upgrades and rehabilitation of the wastewater treatment facility.

Existing Conditions

The existing 27-inch reinforced concrete gravity sewer main, which conveys all of the City's wastewater to the plant, is in advanced structural failure and regulatory noncompliance. Key issues include:

Collapse and Regulatory Violation: In May 2025, a major collapse occurred south of Interstate 40, causing a sanitary sewer overflow (SSO) and unpermitted discharge of raw sewage. The overflow potentially impacted agricultural land and the Washita River. As a result, the Oklahoma Department of Environmental Quality (ODEQ) issued Notice of Violation No. S-10804-25-1 on July 1, 2025. DEQ is currently drafting a Consent Order.

Ongoing Structural Degradation: Field observations confirmed visible concrete deterioration due to prolonged exposure to H_2S gas. Soil and grit intrusion indicate infiltration through failed pipe joints and fractures.

Below-Minimum Slope: The existing main has an average slope of 0.06%, which is below the minimum 0.08% required for 24-inch gravity sewers under OAC 252:656-5-2(b)(11).

Inadequate Flow Velocity: The deteriorated pipe surface has a roughness coefficient of approximately 0.017, reducing full-pipe velocity to 1.46 feet per second (ft/s), below the 2.0 ft/s self-cleansing threshold. This condition contributes to sedimentation and odor issues.

Noncompliant Appurtenances: Existing manholes exceed the maximum allowable spacing under OAC 252:656-5-4(g). These structures show signs of infiltration and are located in difficult-to-access areas.

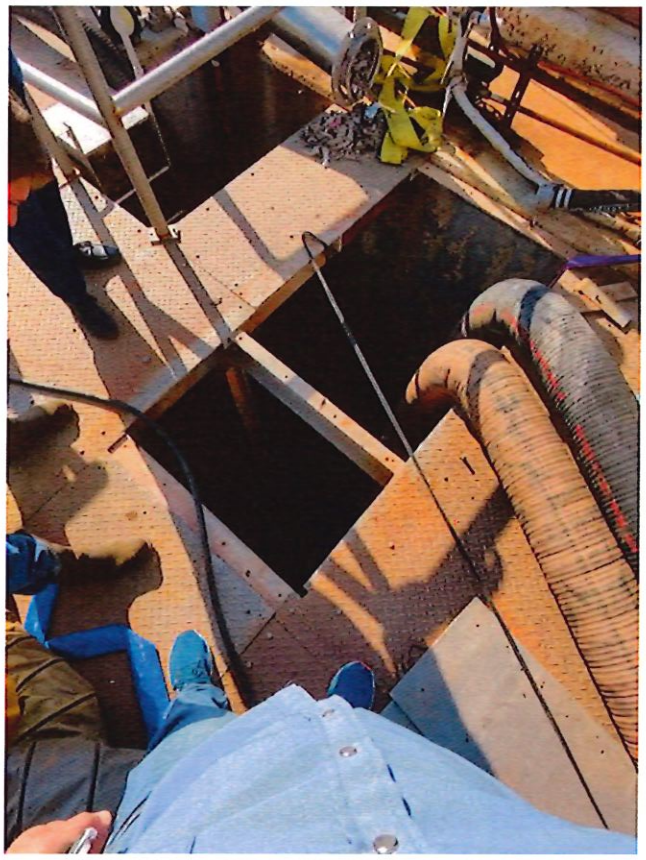
Depth: The existing gravity main is 30-feet deep in areas complicating maintenance and repair and resulting in high replacement costs.

8455 N. Indian Meridian Rd, Coyle, OK 73027 • Phone 405.240.6053 • matthewc@cveok.com • CA #9319 Exp. 6/30/26



The current influent structure at the treatment plant has significant operational and safety issues:

- **Confined Space Hazards:** The existing structure requires ladder access for maintenance. Operators are exposed to confined space entry risks, including the presence of hydrogen sulfide gas.
- **Bar Screen Maintenance Challenges:** When the existing bar screen becomes clogged, it can only be cleared through manual intervention. This requires maintenance personnel to enter a deep, confined structure where they are exposed to significant fall hazards and dangerous atmospheric conditions. See photograph below to view access ladder.
- **Existing pumps:** the pumps have been in service beyond their useful life and are exposed to excessive grit due to condition of 27-inch pipe. More efficient solids handling pumps are available.



Proposed Improvements

Construction of a new bar-screened lift station is proposed on city-owned property north of Interstate 40. The planned improvements include the following:

- **New Splitter Box and Intercept:**
  - Construct a new splitter box to receive and combine the two sewer main lines approaching from the west and feed to the proposed lift station.
  - Install a new manhole to intercept the line coming from the north and direct its flow into the proposed lift station.
- **New Bar-Screened Lift Station:**
  - Construct a new lift station with bar screen facilities on the north side of Interstate 40.
  - Pump screened sewage via a new force main back to the treatment plant.
  - Reuse the existing bar screen at the new location to reduce project cost if feasible.
  - Construct bar screen access stairwell pit designed to eliminate exposure to fall and confined space hazards.

Benefits

The proposed bar-screened lift station will provide the following benefits:

- **Eliminates the failing 27-inch sewer main**, which is up to 30 feet deep and has already collapsed, reducing future maintenance risk and safety hazards. It further eliminates the low velocities which leads to solids accumulation in the line.
- **Improves worker safety** by removing confined space access at the existing bar screen and lift station.
- **Enhances hydraulic performance** with a new, corrosion-resistant PVC pipe and bar-screened lift station layout.
- **Pumping Improvements:** Replaces antiquated pump and components with higher efficiency solids handling submersible pumps.
- **Supports future WWTP upgrades** by relocating key infrastructure to a more accessible and compatible location.

Engineer's Opinion of Probable Project Cost

See attached.

CIMARRON VALLEY ENGINEERING

Engineers Opinion of Project Costs

Sewer System Improvements- Main Collector Main I-40 to Plant

City of Clinton, Custer County, Ok

CVE25-030

Sunday, July 13, 2025

Item	Quantity	Unit	Description	Unit Cost	Total Cost
Alternative 4- Lift Station and Forcemain					
1	1	LSUM	Lift Station Wet Well	$ 650,000.00	$ 650,000.00
2	1	LSUM	Valve Vault	$ 175,000.00	$ 175,000.00
3	4	E.A.	Submersible Pumps (30-hp)	$ 85,000.00	$ 340,000.00
4	4	EA	Variable Frequency Drives (35-hp)	$ 35,000.00	$ 140,000.00
5	1	LSUM	Influent Channel	$ 325,000.00	$ 325,000.00
6	1	E.A.	Mechanical Bar Screen	$ 450,000.00	$ 450,000.00
7	1	E.A.	Manual Bar Screen	$ 45,000.00	$ 45,000.00
8	4	E.A.	Sluice Gates w/ Motor Operators	$ 60,000.00	$ 240,000.00
9	1	LSUM	Miscellaneous Metals	$ 100,000.00	$ 100,000.00
10	8865	L.F.	12" Forcemain C900 DR21	$ 85.00	$ 753,525.00
11	2504	L.F.	Embedment Material	$ 80.00	$ 200,320.00
12	1	LSUM	Generator and Automatic Transfer Switch	$ 175,000.00	$ 175,000.00
13	3	E.A.	6' Diameter Manholes (0-6')	$ 12,000.00	$ 36,000.00
14	50	V.F.	Additional Depth (6' M.H.)	$ 450.00	$ 22,500.00
15	150	L.F.	24" PVC SDR 26	$ 75.00	$ 11,250.00
16	150	L.F.	Trench Depth (15-20-ft)	$ 250.00	$ 37,500.00
17	1	LSUM	Bypass Pumping	$ 7,500.00	$ 7,500.00
18	1200	S.Y.	Site Paving	$ 85.00	$ 102,000.00
19	400	L.F.	Site Fencing	$ 85.00	$ 34,000.00
20	1	LSUM	Electrical System	$ 250,000.00	$ 250,000.00
21	12000	C.Y.	Structural Excavation	$ 15.00	$ 180,000.00
22	1	LSUM	Dewatering	$ 25,000.00	$ 25,000.00
			Total Estimate	**$**	**4,299,595.00**
			Contingecies	**$**	**437,905.00**
			Engineering	**$**	**320,000.00**
			Survey and Staking	**$**	**67,500.00**
			Inspection	**$**	**175,000.00**
			TOTAL ESTIMATED PROJECT COST	**$**	**5,300,000.00**

Please be advised that the Engineer's estimations of potential Construction Costs rely on their experience, qualifications, and overall knowledge of the construction sector. It is important to note that the Engineer lacks control over labor, material, equipment costs, services provided by external entities, contractors' pricing methodologies, competitive bidding, and market conditions. Therefore, the Engineer cannot assure or guarantee that proposals, bids, or the final Construction Cost will align precisely with the initially estimated Construction Cost opinions.

CITY OF CLINTON/CLINTON PUBLIC WORKS AUTHORITY

BAR-SCREENED LIFT STATION AND FORCE MAIN

2025

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

IN COOPERATION WITH

OKLAHOMA WATER RESOURCES BOARD FINANCIAL ASSISTANCE PROGRAM

CIMARRON VALLEY ENGINEERING, LLC PROJECT # CVE25-030
FIRM CERTIFICATE OF AUTHORIZATION # 9319 EXP 6/30/26

CIMARRON VALLEY ENGINEERING, LLC
SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of _____, 2024("Effective Date") between City of Clinton/Clinton Public Works Authority ("Owner") and Cimarron Valley Engineering, LLC ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: Bar-Screened Lift Station and Force Main ("Project").

(CVE25-030)

Subject to other terms herein, including without limitation 5.01, Engineer's Scope of Services ("Services") under this Agreement are generally identified as follows:

- Participate in meetings with the Owner's representatives, consultants and any Local, State, Federal Agencies or governmental entities as required to define the project scope and design requirements.
- Provide, or cause to be provided, Topographic Survey, Property & ROW survey as required for project design.
- Assist Owner achieve tasks of the DEQ Consent Order 25-174
- Prepare Engineering Report, Engineering Plans and Specifications for infrastructure improvements for the Project.
- Obtain approval of the Plans and Specifications from the Owner and seek approval from Oklahoma DEQ (fee to be paid by Owner).
- Provide Construction Staking Services
- Provide project solicitation and contract negotiation services.
- Provide Engineering During Construction services.
- Provide inspection services.
- Assist Owner in coordinating special investigations and studies as necessary for project completion or funding.

Items specifically excluded from the scope of work (but may be included as additional services) include:

- Payment of fees for ODEQ Permitting
- Legal fees associated with easements and land acquisition

In addition to those items set forth in the Agreement, Owner shall:

- Give thorough consideration to all documents and other information presented by Engineer and informing Engineer of all decisions within a reasonable time so as not to delay the Services.
- Make provision for the Personnel of Engineer to enter public and private lands as required for Engineer to perform necessary preliminary surveys and other investigations required under this scope of work.
- Obtain the necessary lands, easements and right-of-way for the construction of the work. All costs associated with securing the necessary land interests, including property acquisition and/or easement document preparation, surveys, appraisals, and abstract work, shall be borne by the Owner outside of this Agreement unless specifically outlined otherwise.
- Furnish Engineer such plans and records of construction and operation of existing facilities, available aerial photography, reports, surveys, or copies of the same, related to or bearing on the proposed work as may be in the possession of Owner. Such documents or data will be returned upon completion of the Services or at the request of Owner.
- Furnish Engineer a current boundary survey with easements of record plotted for the Project property.
- Pay all ODEQ plan review and advertising costs in connection with the Project.
- Provide legal, accounting, and insurance counseling services necessary for the Project and such auditing services as Owner may require.
- Furnish permits, permit fees, and approvals from all governmental authorities having jurisdiction over the Project and others as may be necessary for completion of the Project.
- Engineer shall be entitled to rely upon and shall not be responsible for the accuracy, completeness and timeliness of services and information furnished by Owner or Owner's consultants.

Any additional services beyond this Scope of Services specifically listed herein would be performed as requested based on current hourly rates or as a negotiated lump sum agreement, and may include an appropriate adjustment to the schedule.

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above ("Additional Services").

B. Engineer shall complete its Services based on a mutually agreeable schedule.

C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time

for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

2.01 *Payment Procedures*

A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 2.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly and within 30 days advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 *Basis of Payment—Lump Sum*

A. Owner shall pay Engineer for Services as follows:

1. For Bar-Screened Lift Station and Force Main Engineering and Survey Services:

   a. Engineering Services $320,000.00

   b. Design Survey and Staking $ 67,500.00

2. Inspection Services shall be provided at the standard hourly rates provided in Appendix 1.

   a. Inspection fee is estimated at 175,000.00 and based on 183 working days of inspection.

3. In addition to the Lump Sum amount, reimbursement for the following expenses: None

B. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.

2.03 *Additional Services:* For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times the standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1. Alternatively, if agreed to, Owner shall pay Engineer a negotiated lump sum amount. As an example, Additional Services may include, among others: Services due to changes in the Project, Services necessitated by the enactment or revision of codes, laws or regulations, and preparation for and attendance at public presentations, meetings or hearings relating to the Project.

3.01 *Termination*

A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its Services is a substantial failure to perform and a basis for termination for cause and suspension of Services.

b. By Engineer:

1) upon seven days written notice if Owner demands that Engineer furnish or perform Services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, including without limitation Owner's suspending of the Project, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.L.

c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.

d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

3. Either Party may terminate this Agreement immediately upon notice to the other Party, and without incurring any liability, if the non-terminating Party has: (i) been adjudicated bankrupt; (ii) filed a voluntary petition in bankruptcy or had an involuntary petition filed against it in bankruptcy; (iii) made an assignment for the benefit of creditors; (iv) had a trustee or receiver appointed for it; (v) becomes insolvent; or (vi) any part of its property is put under receivership.

B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, Engineer's consultants' charges, if any, and costs attributable to termination.

4.01 *Successors, Assigns, and Beneficiaries*

A. Owner and Engineer are hereby bound and the successors, executors, administrators, agents and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, agents and legal representatives (and said assigns) of such other party, in respect of all covenants, rights, agreements, duties and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law, and except that Owner may assign this Agreement to a lender providing financing to the Project if the lender agrees to assume Owner's rights and obligations hereunder, including any payments due to Engineer by Owner. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create a contractual relationship with, or a cause of action in favor of, or to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

B. Engineer shall not at any time supervise, direct, control, have authority over or be responsible for any Constructor's work, or any Constructor's means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor, nor shall Engineer be responsible for any Constructor's failure to perform the work in accordance with the requirements of the Contract Documents.

C. Engineer shall not be responsible for the acts or omissions of any Constructor or any of Constructor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made on interpretations or clarifications of the construction contract or the Contract Documents given by Owner without consultation and written approval of Engineer. The Engineer shall have authority to act on behalf of Owner only to the extent provided in this Agreement or with express written authorization.

D. Engineer shall visit the Project at intervals appropriate to the stage of construction to become familiar with the progress and quality of Constructor's work and to determine, in general, if the work observed is being performed in a manner indicating that the work, when completed, will be in accordance with the Contract Documents. However, Engineer shall not be required to make extensive or continual on-site inspections. If Engineer reviews Constructor's submittals, such as Shop Drawings, Product Data or Samples, that review is only for the limited purpose of checking for general conformance with information given and the design concept in the Contract Documents. Such review is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are Constructor's responsibility. Engineer's review shall not constitute approval of a deviation from the requirements of the Contract Documents unless Constructor has specifically informed Engineer in writing of such deviation at the time of submittal and Engineer has given specific written acknowledgment of the specific deviation. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to properly furnish and perform its work.

E. Engineer's estimates (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from estimates of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

F. Owner understands that the construction cost estimates developed by Engineer do not establish a limit for the construction contract amount. If the actual amount of the low construction bid or resulting construction contract exceeds the construction budget established by Owner, Engineer will not be required to re-design the Services without additional compensation.

G. Engineer has the authority to reject work that does not conform to the Contract Documents and may require inspection or testing of the work, however a decision made in good faith by Engineer shall not give rise to any duty or responsibility of Engineer to any Constructor performing any work. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction Contract Documents other than those made by Engineer or its consultants.

H. All documents prepared or furnished by Engineer are Instruments of Service, and Engineer retains exclusively an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the Instruments of Service on the Project, extensions of the Project, and for related uses of the Owner, including use solely on this Project by Constructor, subject to Owner performing its obligations under this Agreement, including receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the Instruments of Service and subject to the following limitations:

1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;

2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, is improper and will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;

3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including all attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and

4. such limited license to Owner shall not create any rights in third parties.

I. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol. Contemporaneous with this Agreement, Owner and Engineer shall designate in writing specific individuals to act as Owner's and Engineer's representatives with respect to the duties and responsibilities of the Parties to this Agreement.

J. In accepting and utilizing any form of digital data generated and provided by Engineer for its Services, Owner agrees that all such digital data are Instruments of Service of Engineer. Owner is aware that differences may exist between the digital data delivered and the printed hardcopy document. In the event of a conflict between the original signed document prepared by Engineer and digital data, the original signed and sealed hard-copy document shall govern. Under no circumstances shall delivery of digital data for use by Owner be deemed a sale by Engineer, and Engineer makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall Engineer be liable for indirect or consequential damages as a result of Owner's use or reuse of the digital data.

K. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, representatives and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages such as loss of use, lost profits, financing, and other such damages arising out of, resulting from, or in any way related to this Agreement or the Project, (2) to the extent damages are covered by property insurance, waive any and all claims or rights against each other for damages, except such rights as they may have to the proceeds of insurance, (3) agree that Engineer's total liability to Owner and maximum recovery from Engineer for any damages, claims, costs or expenses under this Agreement, whether in contract, tort or otherwise, shall be limited to the scope of services provided and further limited to the total amount of compensation received by Engineer under this Agreement, and (4) agree that Engineer is not responsible for damages arising from any circumstances beyond Engineer's reasonable control, including without limitation, strike or labor disputes, severe weather disruptions, natural disasters, fire or other acts of God, riots, epidemics, war or other emergencies, failure of any governmental agency to act in a timely manner, failure of performance by Owner or Constructors, or discovery of any hazardous substances or differing and unforeseeable site conditions.

L. The limitations set forth in the waivers above apply regardless of whether the claim is based in contract, tort, or negligence including gross negligence, strict liability, warranty, indemnity, error and omission, or any other cause whatsoever.

M. No other warranties or causes of action of any kind, whether statutory, express or implied (including all warranties of merchantability and fitness for a particular purpose and all warranties arising from course of dealing or usage of trade) shall apply. Owner's exclusive remedies and Engineer's only obligations arising out of or in connection with defective Services (patent, latent or otherwise), whether based in contract, in tort (including negligence and strict liability), or otherwise, shall be those stated in the Agreement.

N. Owner shall procure and maintain insurance as set forth workers' compensation (if applicable), general liability, motor vehicle damage and injuries, and other insurance necessary and sufficient to protect Owner's and Engineer's interests in the Project. Owner agrees that should he/she not have sufficient knowledge and expertise to ascertain levels of proper insurance required, that a insurance professional will be consulted. Owner shall cause Engineer to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.

O. Owner shall require any consultant and/or contractor additionally working on this project to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary and sufficient to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such general liability insurance purchased and maintained by consultants and/or contractors for the Project.

P. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.

Q. Owner and Engineer agree to informally discuss and negotiate each dispute and any claim between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated by a mediator agreed upon by the parties. The Mediator's fee and any filing fees shall be shared equally by Owner and Engineer. If mediation is unsuccessful, then the parties may exercise their rights at law.

R. This Agreement is to be governed by the law of the state in which the Project is located.

S. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

T. Engineer's Services and Additional Services do not include: providing any general insurance-related advice include amounts of coverage required, recommendations, counseling, or research, or enforcement of insurance requirements. It is the responsibility of the Owner to review and verify the submitted requirements and type of policies / riders outlined in the Contract Documents are reasonable and valid for

project type. The amounts/type inserted by Engineer are for reference only and Engineer has no assumed responsibility or stated/implied expertise.

U. Engineer has no stated or implied expertise in matter outside and not specifically referenced in this Agreement or within Engineer's standard area of practice. Examples include, but are not limited to, legal representation for review of Agreements and Contract Documents, municipal advisers, financial advisers, bond council, insurance professionals for review of insurance and bonding limits and requirements, accountants, and auditors. Owner should consult with relevant professionals for any matters not specific to this Agreement.

V. The invalidity of any provision of this Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make it legal and enforceable, and if not, then that provision shall be stricken and all remaining provisions shall be valid and enforceable.

W. Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

X. Except to the extent expressly included as part of the Services, Engineer will not provide research regarding utilities or survey utilities located and marked by their owners. Furthermore, since many utility companies typically will not locate and mark their underground facilities prior to notice of excavation, Engineer is not responsible for knowing whether underground utilities are present or knowing the exact location of such utilities for design and cost estimating purposes. In no event is Engineer responsible for damage to underground utilities, unmarked or improperly marked, caused by geotechnical conditions, potholing, construction, or other contractors or subcontractors working under a subcontract to this Agreement.

Y. Owner and Engineer shall consider: (i) all information provided by the other Party that is marked as "Confidential Information" or "Proprietary Information" or identified as confidential pursuant to this Section 6.7 in writing promptly after being disclosed verbally; and (ii) all documents resulting from Engineer's performance of Services to be Confidential Information. Except as legally required, Confidential Information shall not be discussed with or transmitted to any third parties, except on a "need to know basis" with equal or greater confidentiality protection or written consent of the disclosing Party. Confidential Information shall not include and nothing herein shall limit either Party's right to disclose any information provided hereunder which: (i) was or becomes generally available to the public, other than as a result of a disclosure by the receiving Party or its Personnel; (ii) was or becomes available to the receiving Party or its representatives on a non-confidential basis, provided that the source of the information is not bound by a confidentiality agreement or otherwise prohibited from transmitting such information by a contractual, legal, or fiduciary duty; (iii) was independently developed by the receiving Party without the use of any Confidential Information of the disclosing Party; or (iv) is required to be disclosed by applicable law or a court order. All confidentiality obligations hereunder shall expire three (3) years after completion of the Services. Nothing herein shall be interpreted as prohibiting Engineer from disclosing general information regarding the Project for future marketing purposes.

Z. Engineer is and at all times shall be deemed an independent contractor in the performance of the Services under this Agreement.

AA. In accordance with applicable law, including the applicable Uniform Electronic Transactions Act, Owner and Engineer agree that electronic signatures (such as e-mail or electronically-typed signatures) of the parties' authorized representatives to this Agreement or to later consents or approvals associated herewith shall constitute the valid signature of the party for purposes of obtaining agreements, consents or other matters prescribed by the Agreement.

6.01 *Owner's Responsibilities*

A. In connection with the Project, Owner's responsibilities shall include the following:

1. Any responsibilities set forth in Scope of Work.

2. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items as further set forth in Scope of Work.

3. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Project site of any Hazardous Materials or any relevant, material defect, or nonconformance in: (i) the Services; (ii) the performance by any contractor providing or otherwise performing construction services related to the Project; or (iii) Owner's performance of its responsibilities under this Agreement.

4. Owner shall include Engineer as an indemnified party under the contractor's indemnity obligations included in the construction contract documents.

5. Owner will not directly or indirectly solicit any of Engineer's Personnel during performance of this Agreement and for a period of one (1) year beyond completion of this Agreement.

6. Owner shall provide additional advisers/professionals as deemed necessary by Owner for any services not specifically outlined and included in this Agreement. Examples include, but are not limited to, legal representation for review of Agreements and Contract Documents, municipal advisers, financial advisers, bond council, insurance professionals for review of insurance and bonding limits and requirements, accountants, auditors and other professionals as deemed necessary. Engineer has no stated or implied expertise in these matters and Owner should consult with relevant professional for any matters not specific to this Agreement.

7.01 *Entire Agreement; Amendment*

A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral representations, understandings, or agreements. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument executed by both Owner and Engineer and dated.

Definitions

B. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

C. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

Attachments: Appendix 1, Engineer's Standard Hourly Rates

FY 2025 ENGINEER'S STANDARD HOURLY RATES

Cimarron Valley Engineering, LLC

Effective: 1/31/25 to 1/31/26

Job Description	Rate
CADD Technician	$120
Engineering Assistant	$85
Engineering Intern	$135
Professional Engineer	$185
Principal Engineer	$225
Professional Hydrologist	$225
Inspector	$120
Survey Crew	$160

The minimum billing increment for services rendered shall be 15 minutes.

Invoices shall be provided to clients on a monthly basis.

The Standard Hourly Rates comprise salaries and wages paid to personnel within each billing class, customary and statutory benefits, general and administrative overhead, non-project operating costs, and an allowance for operating margin or profit.

These rates apply only as specified and are subject to annual review and adjustment.

Engineer may recommend to Owner for approval the use of consultants, specialists, or contractors in performance of duties.

The Engineer shall provide the client with scope and estimate of the anticipated cost prior to engagement of any consultants, specialist, or conractors.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: Clinton/Clinton Public Works Authority	Engineer: Cimarron Valley Engineering, LLC
By: _____	By: 
Print name: David Berrong	Print name: Matthew A. Coe, P.E., P.H., CFM
Title: Mayor/ Chairman	Title: Principal Engineer
Date Signed: _____	Date Signed: September 25, 2025
	Engineer License or Firm's Certificate No. : Oklahoma #9319
Address for Owner's receipt of notices: P.O. Box 1177 Clinton, OK 73601	Address for Engineer's receipt of notices: 8455 N Indian Meridian Rd Coyle, OK 73027

CVE25-030

This is **Appendix 1, Engineer's Standard Hourly Rates,** referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services.

Engineer's Standard Hourly Rates

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

2. The Standard Hourly Rates apply only as specified in the Agreement, and are subject to annual review and adjustment.

B. *Schedule of Hourly Rates:*

FY 2024 ENGINEER'S STANDARD HOURLY RATES

Cimarron Valley Engineering, LLC

Effective: 1/31/24 to 1/31/25

Job Description	Rate
CADD Technician	$120
Engineering Assistant	$85
Engineering Intern	$135
Professional Engineer	$185
Principal Engineer	$225
Professional Hydrologist	$225
Inspector	$120
Survey Crew	$160

THE
PUBLIC FINANCE
LAW GROUP PLLC
ATTORNEYS AND COUNSELORS AT LAW

t 405.235.3413 • f 405.235.2807
5657 N. Classen Boulevard, Suite 100 • Oklahoma City, OK 73118

MEACHAM LAW FIRM
807 FRISCO AVENUE
CLINTON, OK 73601

TELEPHONE 580-323-4370

AGREEMENT FOR BOND COUNSEL AND ISSUER COUNSEL SERVICES

THE CLINTON PUBLIC WORKS AUTHORITY,
CUSTER COUNTY, OKLAHOMA
SERIES 2025 PROMISSORY NOTE
TO OKLAHOMA WATER RESOURCES BOARD

THIS AGREEMENT is entered into as of September 29, 2025, by and among THE PUBLIC FINANCE LAW GROUP PLLC ("PFLG"), MEACHAM LAW FIRM ("MEACHAM" or "Issuer's Counsel"), and THE CLINTON PUBLIC WORKS AUTHORITY (the "Issuer"), an Oklahoma public trust, as follows:

RECITALS

WHEREAS, the Issuer desires to engage PFLG as bond counsel and MEACHAM as Issuer's Counsel in connection with financing the construction of improvements to the sanitary sewer system facilities (the "Project") serving the City of Clinton, Oklahoma (the "City"); and

WHEREAS, to finance all or a portion of the costs of the Project, the Issuer intends to issue or cause to be issued its Series 2025 Promissory Note to Oklahoma Water Resources Board in the aggregate principal amount not to exceed $5,390,000.00 (referred to herein as the "Note"); and

WHEREAS, PFLG and Issuer's Counsel each possess the necessary professional capabilities and resources to provide the legal services required by Issuer as described in this Agreement.

AGREEMENTS

1. Scope of Services.

A. *Bond Counsel Services.* PFLG will render the following services as bond counsel to the Issuer:

(1) Consultation with representatives of the Issuer, including the manager of the Issuer, Issuer's Counsel, Finance Director, financing and accounting staff, financial

advisors, and others, with respect to the timing, terms and legal structure of the proposed financings.

(2) Preparation of loan, security and other authorizing documents (the "Financing Documents").

(3) Review of documentation with respect to any letter of credit, bond insurance and/or reserve fund surety policy provided in connection with the Note, if any.

(4) Attendance at such meetings or hearings of the Issuer and working group meetings or conference calls as the Issuer may request, and assistance to the Issuer staff in preparation of such explanations or presentations to the governing body of the Issuer as they may request.

(5) Preparation of final closing papers to be executed by the Issuer required to effect delivery of the Note and coordination of the Note closing.

(6) Rendering of bond counsel's customary final legal opinion on the validity of the obligations and, with respect to tax-exempt obligations, the exemption from gross income for federal income tax purposes and from Oklahoma personal income tax of interest thereon.

PFLG and Issuer acknowledge that Issuer shall be represented by MEACHAM for the purpose of rendering day-to-day and ongoing general counsel legal services. PFLG shall circulate documents to and coordinate its services with Issuer's Counsel to the extent requested by Issuer or Issuer's Counsel.

PFLG and Issuer further acknowledge that the Issuer shall be represented by Municipal Finance Services, Inc., a municipal advisor pursuant to the terms of SEC Rule 15Ba1-1 (referred to herein as an "Independent Registered Municipal Advisor" or "IRMA"). PFLG is a firm of attorneys who provide legal advice or services of a traditional legal nature to a client, and PFLG and its attorneys do not represent themselves to be a financial advisor or financial expert. Therefore, PFLG is excluded from the definition of Municipal Advisor, and PFLG does not intend to provide any advice with respect to municipal financial products or the issuance of municipal securities outside of the scope of traditional legal services and advice customarily rendered by bond counsel in public finance transactions. Notwithstanding the foregoing, in the event certain advice may be construed as beyond the scope of traditional legal services, the Issuer specifically acknowledges that PFLG may avail itself of the IRMA exemption under SEC Rule 15Ba1-1 on the basis that (i) the Issuer is represented by an Independent Registered Municipal Advisor not associated with PFLG, (ii) the Issuer hereby advises PFLG that the Issuer is represented by and will rely on the advice of its duly retained Independent Registered Municipal Advisor, and (iii) the Issuer has been advised that PFLG is not a municipal advisor and PFLG owes no federal statutory fiduciary duty to the Issuer.

In rendering opinions and performing legal services under this Agreement, PFLG shall be entitled to rely on the accuracy and completeness of information provided and certifications made by, and opinions provided by counsel to, Issuer, the Independent Registered Municipal Advisor,

property owners and other parties and consultants, without independent investigation or verification.

PFLG's services are limited to those specifically set forth above. PFLG's services do not include representation of Issuer or any other party to the transaction in any litigation or other legal or administrative proceeding involving the Note, the Project or any other matter. PFLG's services also do not include any responsibility for compliance with state blue sky, environmental, land use, real estate or similar laws or for title to or perfection of security interests in real or personal property. PFLG will not be responsible for preparing, reviewing, or opining with respect to the Issuer's Official Statement(s) and/or any Continuing Disclosure Undertakings for the Note, including but not limited to the accuracy, completeness or sufficiency of the Official Statement(s), Continuing Disclosure Undertaking, or other offering material relating to the Note. PFLG's services do not include any financial advice or analysis. PFLG will not be responsible for the services performed or acts or omissions of any other participant. Also, PFLG's services will not extend past the date of issuance of the Note and will not, for example, include services related to rebate compliance or continuing disclosure or otherwise related to the Note, proceeds of the Note, or the Project after issuance of the Note.

B. *Issuer Counsel Services*. MEACHAM will render the following services as Issuer's Counsel to the Issuer:

(1) Consultation with representatives of the Issuer, including the manager of the Issuer, Bond Counsel, Finance Director, financing and accounting staff, financial advisors, and others, with respect to the timing, terms and legal structure of the proposed financing.

(2) Assistance in the preparation and review of the Financing Documents.

(3) Attendance at such meetings or hearings of the Issuer and working group meetings or conference calls as the Issuer may request, and assistance to the Issuer staff in preparation of such explanations or presentations to the governing body of the Issuer as they may request.

(4) Rendering of Issuer Counsel's customary final legal opinion on the organization of the Issuer, the binding nature of any legal obligations of the Issuer, the nature of any pending litigation involving the Issuer, and the status of title of certain real property utilized by the Issuer.

The obligations of Issuer's Counsel under this agreement shall be limited to the legal services rendered in connection with the issuance of the Note and shall not include any legal services in connection with the acquisition or condemnation of property to be utilized in connection with the utility systems serving the Issuer.

2. **Compensation and Reimbursements.**

A. *Compensation for Bond Counsel Services.* For services as bond counsel to the Issuer, PFLG shall be paid a fee at the time of issuance of the Note of one and one quarter percent (1.25%) of the original gross proceeds of the Note.

B. *Compensation for Issuer's Counsel Services.* For services as Issuer's Counsel to the Issuer, MEACHAM shall be paid a fixed fee at the time of issuance of the Note of three-tenths of one percent (0.3%) of the original gross proceeds of the Note.

C. *Expenses.* PFLG shall also be paid a fixed amount of $2,500.00 to cover expenses and transcript production and distribution with respect to the issuance of the Note, provided, that any filing, publication, recording or printing costs or similar third party costs required in connection with the Note shall be paid directly by the Issuer, but if paid by PFLG on behalf of the Issuer, shall be reimbursed to PFLG on demand. MEACHAM shall be reimbursed by the Issuer for actual out-of-pocket expenses.

D. *Payment.* Fees and expenses shall be payable by Issuer at the time of issuance of the Note. Payment of all fees and expenses hereunder shall be made at closing from proceeds of the Note and shall be entirely contingent upon issuance of the Note.

E. *Termination of Agreement and Legal Services.* This Agreement and all legal services to be rendered under it may be terminated at any time by written notice from either party, with or without cause. In that event, all finished and unfinished documents prepared for adoption or execution by Issuer, shall, at the option of Issuer, become its property and shall be delivered to it or to any party it may designate; provided that PFLG and MEACHAM shall have no liability whatsoever for any subsequent use of such documents. In the event of termination by Issuer, PFLG and MEACHAM shall be paid for all satisfactory work, unless the termination is made for cause, in which event compensation, if any, shall be adjusted in the light of the particular facts and circumstances involved in the termination. If not sooner terminated as aforesaid, this Agreement and all legal services to be rendered under it shall terminate upon issuance of the Note; provided that Issuer shall remain liable for any unpaid compensation or reimbursement due under Section 2 hereof. Upon termination, PFLG shall have no future duty of any kind to or with respect to the Note or the Issuer.

3. **Nature of Engagement; Relationships With Other Parties.**

The role of bond counsel, generally, is to prepare or review the procedures for issuance of the bonds, notes or other evidence of indebtedness and to provide an expert legal opinion with respect to the validity thereof and other subjects addressed by the opinion. Consistent with the historical origin and unique role of such counsel, and reliance thereon by the public finance market, PFLG's role as bond counsel under this Agreement is to provide an opinion and related legal services that represent an objective judgment on the matters addressed rather than the partisan position of an advocate.

In performing its services in connection with the Note, PFLG will act as special counsel to Issuer with respect to issuance of the Note; i.e., PFLG will assist the Issuer's Counsel in representing Issuer but only with respect to validity of the Note and the Financing Documents, and the tax status of interest on the Note, in a manner not inconsistent with the role of bond counsel described above.

Issuer acknowledges that PFLG regularly performs legal services for many private and public entities in connection with a wide variety of matters. For example, PFLG has represented, is representing or may in the future represent other public entities, underwriters, trustees, rating agencies, insurers, credit enhancement providers, lenders, contractors, suppliers, financial and other consultants/advisors, accountants, investment providers/brokers, providers/brokers of derivative products and others who may have a role or interest in the Note financing or the Project or that may be involved with or adverse to Issuer in this or some other matter. PFLG agrees not to represent any such entity in connection with the Note financing, during the term of this Agreement, without the consent of Issuer. Given the special, limited role of bond counsel described above, Issuer acknowledges that no conflict of interest exists or would exist, and waives any conflict of interest that might appear actually or potentially to exist, now or in the future, by virtue of this Agreement or any such other attorney-client relationship that PFLG may have had, have or enter into, and Issuer specifically consents to any and all such relationships.

4. Limitation of Rights to Parties; Successor and Assigns.

Nothing in this Agreement or in any of the documents contemplated hereby, expressed or implied, is intended or shall be construed to give any person other than Issuer, PFLG, and MEACHAM any legal or equitable right or claim under or in respect of this Agreement, and this Agreement shall inure to the sole and exclusive benefit of Issuer, PFLG, and MEACHAM.

Neither PFLG nor MEACHAM may assign its obligations under this Agreement without written consent of Issuer except to a successor partnership or corporation to which all or substantially all of the assets and operations of PFLG or MEACHAM are transferred. Issuer may assign its rights and obligations under this Agreement to (but only to) any other public entity that issues the Note (if not the Issuer). Issuer shall not otherwise assign its rights and obligations under this Agreement without written consent of PFLG and MEACHAM. All references to PFLG, MEACHAM, and Issuer in this Agreement shall be deemed to refer to any such successor of PFLG or MEACHAM and to any such assignee of Issuer and shall bind and inure to the benefit of such successor and assignee whether so expressed or not.

5. Counterparts.

This Agreement may be executed in any number of counterparts and each counterpart shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same Agreement.

6. Notices.

Any and all notice pertaining to this Agreement shall be sent by U.S. Postal Service, first class, postage prepaid to:

PFLG:

The Public Finance Law Group PLLC
5657 N. Classen Boulevard, Suite 100
Oklahoma City, OK 73118
Attention: Allan A. Brooks or Nathan D. Ellis

MEACHAM:

Meacham Law Firm
807 Frisco Avenue
Clinton, OK 73601
Attention: Ryan Meacham, Esq.

ISSUER:

The Clinton Public Works Authority
415 Gary Boulevard
P.O. Box 1177
Clinton, OK 73601
Attention: Chairman

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Issuer, PFLG, and MEACHAM have executed this Agreement by their duly authorized representatives as of the date provided above.

THE PUBLIC FINANCE LAW GROUP PLLC

By: _____
Allan A. Brooks, III

MEACHAM LAW FIRM

By: _____
Ryan Meacham, Esq.

THE CLINTON PUBLIC WORKS AUTHORITY

By: _____
Title: Chairman
Date: September 29, 2025

THE BOARD OF TRUSTEES OF THE CLINTON PUBLIC WORKS AUTHORITY, CUSTER COUNTY, OKLAHOMA, MET IN SPECIAL SESSION IN THE CITY HALL COUNCIL CHAMBERS LOCATED AT 415 GARY BOULEVARD, CLINTON, OKLAHOMA, 73601, ON THE 29TH DAY OF SEPTEMBER, 2025, AT 5:30 P.M.

PRESENT:

ABSENT:

Thereupon, the Chairman introduced a Resolution which was read by title by the Secretary. Trustee _____ moved that the Resolution be adopted and Trustee _____ seconded the motion. The motion carrying with it the adoption of the Resolution prevailed by the following vote:

AYE:

NAY:

The Resolution as adopted is as follows:

RESOLUTION NO. ___

A RESOLUTION OF THE CLINTON PUBLIC WORKS AUTHORITY (THE "BORROWER") AUTHORIZING A LOAN FROM THE OKLAHOMA WATER RESOURCES BOARD IN THE TOTAL AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED $5,390,000.00; APPROVING THE ISSUANCE OF A PROMISSORY NOTE IN THE TOTAL AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED $5,390,000.00, SECURED BY A PLEDGE OF REVENUES AND AUTHORIZING ITS EXECUTION; DESIGNATING A LOCAL TRUSTEE; APPROVING AND AUTHORIZING THE EXECUTION OF A SUPPLEMENTAL NOTE INDENTURE; APPROVING AND AUTHORIZING THE EXECUTION OF A LOAN AGREEMENT; RATIFYING AND CONFIRMING A LEASE BY AND BETWEEN THE CITY OF CLINTON, OKLAHOMA (THE "CITY") AND THE BORROWER PERTAINING TO THE LEASING OF THE CITY'S WATER, SANITARY SEWER, AND SANITATION SYSTEMS TO THE BORROWER; RATIFYING AND CONFIRMING A SALES TAX AGREEMENT BY AND BETWEEN THE CITY AND THE BORROWER PERTAINING TO A YEAR-TO-YEAR PLEDGE OF CERTAIN SALES TAX REVENUE; APPROVING AND AUTHORIZING A NOTE PURCHASE AGREEMENT; APPROVING VARIOUS COVENANTS; APPROVING AND AUTHORIZING PAYMENT OF FEES AND EXPENSES; APPROVING AND AUTHORIZING APPLICATION TO THE OKLAHOMA WATER RESOURCES BOARD; APPROVING AND AUTHORIZING PROFESSIONAL SERVICES AGREEMENTS; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

WHEREAS, The Clinton Public Works Authority, Custer County, Oklahoma (the "Borrower"), was organized under Title 60, Oklahoma Statutes 2021, Sections 176-180.4, as amended, for the purpose of furthering the public functions of the City of Clinton, Oklahoma (the "City"); and

WHEREAS, the Borrower is authorized and has determined to finance certain sanitary sewer system improvements, along with related costs (collectively, the "Project") in order to better serve the customers of said Borrower and in payment of part of the cost thereof, to seek money in the form of a loan from the Oklahoma Water Resources Board (the "Board") in the amount of not to exceed $5,390,000.00; and

WHEREAS, the Borrower has heretofore issued its Utility System and Sales Tax Revenue Bonds, Series 2014 dated December 23, 2014, issued in the original principal amount of $29,450,000.00 (the "Existing Indebtedness"); and

WHEREAS, the Board has under consideration a loan application of the Borrower and the Borrower has determined to borrow money from the Board for the purpose of financing the Project and to evidence such loan by the issuance of the Borrower's Series 2025 Promissory Note to Oklahoma Water Resources Board in the original principal amount of not to exceed $5,390,000.00 (the "2025 Note"), said 2025 Note being secured by a lien on the revenues derived from the water and sanitary sewer systems of the Borrower (collectively, the "System") and a year-to-year pledge of the proceeds of an aggregate total of three percent (3.0%) sales tax (the "Sales Tax Revenue"); provided, said pledge and lien shall be on a parity in all respects with the Borrower's Existing Indebtedness; and

WHEREAS, it is the desire of the Borrower to authorize the execution and delivery of any and all documents necessary or attendant to the issuance of the 2025 Note.

NOW, THEREFORE, BE IT RESOLVED BY THE TRUSTEES OF THE CLINTON PUBLIC WORKS AUTHORITY, CUSTER COUNTY, OKLAHOMA:

Section 1. Issuance of Note. The Borrower is hereby authorized to accept said loan and issue its 2025 Note payable to the Board and secured by a pledge of revenue derived from the operation of the System and a year-to-year pledge of the Sales Tax Revenue and the officers of the Borrower are hereby authorized and directed to execute said 2025 Note and to do any and all lawful things to effect said loan and secure said loan from the Board. The principal amount of the 2025 Note shall not exceed $5,390,000.00, the Net Interest Cost on the 2025 Note shall not exceed 6.5% per annum, and the maturity date shall be not later than October 1, 2055. The Chairman or Vice Chairman shall be authorized to execute a Certificate of Determination establishing the principal amount, maturity, and rate of interest on the 2025 Note. It is contemplated that interest on the Note will be excludable from gross income for federal income tax purposes. In the event it is recommended by Borrower's Financial Advisor that the Note be issued on a taxable basis (interest would be included in gross income for federal income tax purposes), the Chairman or Vice Chairman shall also be authorized to make this determination pursuant to the Certificate of Determination.

Section 2. Designation of Local Trustee. The Borrower hereby designates BancFirst, to serve as the Local Trustee of certain funds in relation to the 2025 Note.

Section 3. Indenture. The Series 2025 Supplemental Note Indenture, as it supplements and amends that certain Revenue Bond Indenture dated as of November 1, 2012, as heretofore supplemented and amended by that certain Series 2014 Supplemental Bond Indenture dated December 1, 2014, all by and between BancFirst, as Trustee (the "Trustee") and the Borrower (collectively referred to herein as the "Indenture"), authorizing the issuance of and securing the payment of the 2025 Note approved in Section 1 hereof, is hereby approved and the Chairman or Vice Chairman and Secretary or Assistant Secretary of the Borrower are authorized and directed to execute and deliver same for and on behalf of the Borrower.

Section 4. Execution of Loan Agreement. The Loan Agreement by and between the Borrower and the Board (the "Loan Agreement") is hereby approved and the Chairman or Vice Chairman and Secretary or Assistant Secretary are hereby authorized to execute same for and on behalf of the Borrower, and to do all other lawful things to carry out the terms and conditions of said Loan Agreement.

Section 5. Lease Agreement. The Lease dated November 15, 1977, but to be effective November 5, 1977 (the "Lease Agreement"), whereby the City leases its water, sanitary sewer, and sanitation systems and the Borrower agrees to operate the same, is hereby ratified and confirmed and the term of said Lease Agreement shall extend until the 2025 Note is paid.

Section 6. Sales Tax Agreement. The Sales Tax Agreement dated as of December 1, 2014 (the "Sales Tax Agreement"), by and between the City and the Borrower, which Sales Tax Agreement pertains to a year-to-year pledge of certain sales tax revenue as security for the 2025 Note and obligations issued on a parity therewith, is hereby ratified and confirmed.

Section 7. Note Purchase Agreement. The Borrower hereby approves the Note Purchase Agreement by and between the Borrower and the Board (the "Note Purchase Agreement") and the Chairman or Vice Chairman and Secretary or Assistant Secretary of the Borrower be and are hereby authorized to execute and deliver said Note Purchase Agreement.

Section 8. Covenants of Borrower. Until payment in full of the 2025 Note and performance of all obligations owing to the Board under the Loan Agreement and the instruments executed pursuant hereto, unless the Board shall otherwise consent in writing, the Borrower hereby represents its intent to abide by and carry out the covenants contained in Indenture and the Loan Agreement, which covenants are incorporated herein in their entirety.

Section 9. Fees and Expenses. Upon closing of the referenced loan, the officers of the Borrower are hereby authorized to disburse (from loan proceeds or other available funds of the Borrower) certain fees and expenses all as set forth on Exhibit "A" hereto.

Section 10. Application. The Borrower shall file an Application(s) with the Oklahoma Water Resources Board seeking financial assistance through the OWRB State Loan Program (FAP); and the Chairman or Vice Chairman and Secretary or Assistant Secretary of the Borrower are hereby authorized to execute said Application(s) for and on behalf of the Borrower. The Borrower is further authorized to advance to the Oklahoma Water Resources Board the necessary application fees in connection with the referenced Application(s).

Section 11. Professional Services Agreements. The Borrower is authorized to enter into legal services agreements with The Public Finance Law Group PLLC, as the Borrower's Bond Counsel, and Meacham Law Firm, as Borrower Counsel, and a professional services agreement with Municipal Finance Services, Inc., as the Borrower's Financial Advisor.

Section 12. Necessary Action. The Chairman or Vice Chairman and Secretary or Assistant Secretary of the Borrower are hereby further authorized on behalf of the Borrower to approve the disbursement of the proceeds of the 2025 Note and other funds of the Borrower in connection with the issuance of the 2025 Note and the accomplishment of the transaction contemplated herein, and further, to accept, receive, execute, attest, seal and deliver the above mentioned documents and all additional documentation, certifications and instruments and to take such further actions as may be required in connection with the transaction contemplated hereby, and are further authorized to approve and make any changes to the documents approved by this Resolution, for and on behalf of the Borrower, the execution and delivery of such documents being conclusive as to the approval of any terms contained therein.

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APPROVED AND ADOPTED THIS 29TH DAY OF SEPTEMBER, 2025.

THE CLINTON PUBLIC WORKS AUTHORITY

(SEAL)

_____
Chairman

ATTEST:

_____
Secretary

STATE OF OKLAHOMA)
)SS
COUNTY OF CUSTER)

I, the undersigned, Secretary of The Clinton Public Works Authority, Custer County, Oklahoma, an Oklahoma public trust, do hereby certify that the above and foregoing is a true, full and correct copy of an excerpt from the minutes of a meeting of the Board of Trustees of said public trust held on the date above stated, all as recorded in the official minutes of such meeting. I further certify that the "Open Meeting Law" was complied with for such meeting.

GIVEN UNDER MY HAND THIS 29TH DAY OF SEPTEMBER, 2025.

(SEAL)

_____
Secretary

EXHIBIT "A"

Fees and Expenses Paid at Closing

Oklahoma Water Resources Board Issuance Costs	$35,000.00*
The Public Finance Law Group PLLC Legal Fee and Reimbursement of Expenses	One and one-quarter percent (1.25%) of the original gross proceeds of the 2025 Note plus $2,500.00 expenses
Meacham Law Firm Legal Fee	Three-tenths of one percent (0.3%) of the original gross proceeds of the 2025 Note
Municipal Finance Services, Inc. Financial Advisory Fee and Reimbursement of Expenses	One and one-quarter percent (1.25%) of the original principal amount of the 2025 Note plus $2,500.00 expenses
BancFirst Trustee Bank Acceptance Fee	$750.00

* Not to exceed amount; to be established pursuant to Closing Order of Borrower

THE
PUBLIC FINANCE
LAW GROUP PLLC
ATTORNEYS AND COUNSELORS AT LAW

t 405.235.3413 • f 405.235.2807
5657 N. CLASSEN BOULEVARD, SUITE 100 • OKLAHOMA CITY, OK 73118

MEACHAM LAW FIRM
807 FRISCO AVENUE
CLINTON, OK 73601

TELEPHONE 580-323-4370

AGREEMENT FOR BOND COUNSEL AND ISSUER COUNSEL SERVICES

THE CLINTON PUBLIC WORKS AUTHORITY,
CUSTER COUNTY, OKLAHOMA
SERIES 2025 PROMISSORY NOTE
TO OKLAHOMA WATER RESOURCES BOARD

THIS AGREEMENT is entered into as of September 29, 2025, by and among THE PUBLIC FINANCE LAW GROUP PLLC ("PFLG"), MEACHAM LAW FIRM ("MEACHAM" or "Issuer's Counsel"), and THE CLINTON PUBLIC WORKS AUTHORITY (the "Issuer"), an Oklahoma public trust, as follows:

RECITALS

WHEREAS, the Issuer desires to engage PFLG as bond counsel and MEACHAM as Issuer's Counsel in connection with financing the construction of improvements to the sanitary sewer system facilities (the "Project") serving the City of Clinton, Oklahoma (the "City"); and

WHEREAS, to finance all or a portion of the costs of the Project, the Issuer intends to issue or cause to be issued its Series 2025 Promissory Note to Oklahoma Water Resources Board in the aggregate principal amount not to exceed $5,390,000.00 (referred to herein as the "Note"); and

WHEREAS, PFLG and Issuer's Counsel each possess the necessary professional capabilities and resources to provide the legal services required by Issuer as described in this Agreement.

AGREEMENTS

1. Scope of Services.

A. *Bond Counsel Services*. PFLG will render the following services as bond counsel to the Issuer:

(1) Consultation with representatives of the Issuer, including the manager of the Issuer, Issuer's Counsel, Finance Director, financing and accounting staff, financial

advisors, and others, with respect to the timing, terms and legal structure of the proposed financings.

(2) Preparation of loan, security and other authorizing documents (the "Financing Documents").

(3) Review of documentation with respect to any letter of credit, bond insurance and/or reserve fund surety policy provided in connection with the Note, if any.

(4) Attendance at such meetings or hearings of the Issuer and working group meetings or conference calls as the Issuer may request, and assistance to the Issuer staff in preparation of such explanations or presentations to the governing body of the Issuer as they may request.

(5) Preparation of final closing papers to be executed by the Issuer required to effect delivery of the Note and coordination of the Note closing.

(6) Rendering of bond counsel's customary final legal opinion on the validity of the obligations and, with respect to tax-exempt obligations, the exemption from gross income for federal income tax purposes and from Oklahoma personal income tax of interest thereon.

PFLG and Issuer acknowledge that Issuer shall be represented by MEACHAM for the purpose of rendering day-to-day and ongoing general counsel legal services. PFLG shall circulate documents to and coordinate its services with Issuer's Counsel to the extent requested by Issuer or Issuer's Counsel.

PFLG and Issuer further acknowledge that the Issuer shall be represented by Municipal Finance Services, Inc., a municipal advisor pursuant to the terms of SEC Rule 15Ba1-1 (referred to herein as an "Independent Registered Municipal Advisor" or "IRMA"). PFLG is a firm of attorneys who provide legal advice or services of a traditional legal nature to a client, and PFLG and its attorneys do not represent themselves to be a financial advisor or financial expert. Therefore, PFLG is excluded from the definition of Municipal Advisor, and PFLG does not intend to provide any advice with respect to municipal financial products or the issuance of municipal securities outside of the scope of traditional legal services and advice customarily rendered by bond counsel in public finance transactions. Notwithstanding the foregoing, in the event certain advice may be construed as beyond the scope of traditional legal services, the Issuer specifically acknowledges that PFLG may avail itself of the IRMA exemption under SEC Rule 15Ba1-1 on the basis that (i) the Issuer is represented by an Independent Registered Municipal Advisor not associated with PFLG, (ii) the Issuer hereby advises PFLG that the Issuer is represented by and will rely on the advice of its duly retained Independent Registered Municipal Advisor, and (iii) the Issuer has been advised that PFLG is not a municipal advisor and PFLG owes no federal statutory fiduciary duty to the Issuer.

In rendering opinions and performing legal services under this Agreement, PFLG shall be entitled to rely on the accuracy and completeness of information provided and certifications made by, and opinions provided by counsel to, Issuer, the Independent Registered Municipal Advisor,

property owners and other parties and consultants, without independent investigation or verification.

PFLG's services are limited to those specifically set forth above. PFLG's services do not include representation of Issuer or any other party to the transaction in any litigation or other legal or administrative proceeding involving the Note, the Project or any other matter. PFLG's services also do not include any responsibility for compliance with state blue sky, environmental, land use, real estate or similar laws or for title to or perfection of security interests in real or personal property. PFLG will not be responsible for preparing, reviewing, or opining with respect to the Issuer's Official Statement(s) and/or any Continuing Disclosure Undertakings for the Note, including but not limited to the accuracy, completeness or sufficiency of the Official Statement(s), Continuing Disclosure Undertaking, or other offering material relating to the Note. PFLG's services do not include any financial advice or analysis. PFLG will not be responsible for the services performed or acts or omissions of any other participant. Also, PFLG's services will not extend past the date of issuance of the Note and will not, for example, include services related to rebate compliance or continuing disclosure or otherwise related to the Note, proceeds of the Note, or the Project after issuance of the Note.

B. *Issuer Counsel Services.* MEACHAM will render the following services as Issuer's Counsel to the Issuer:

(1) Consultation with representatives of the Issuer, including the manager of the Issuer, Bond Counsel, Finance Director, financing and accounting staff, financial advisors, and others, with respect to the timing, terms and legal structure of the proposed financing.

(2) Assistance in the preparation and review of the Financing Documents.

(3) Attendance at such meetings or hearings of the Issuer and working group meetings or conference calls as the Issuer may request, and assistance to the Issuer staff in preparation of such explanations or presentations to the governing body of the Issuer as they may request.

(4) Rendering of Issuer Counsel's customary final legal opinion on the organization of the Issuer, the binding nature of any legal obligations of the Issuer, the nature of any pending litigation involving the Issuer, and the status of title of certain real property utilized by the Issuer.

The obligations of Issuer's Counsel under this agreement shall be limited to the legal services rendered in connection with the issuance of the Note and shall not include any legal services in connection with the acquisition or condemnation of property to be utilized in connection with the utility systems serving the Issuer.

2. **Compensation and Reimbursements.**

A. *Compensation for Bond Counsel Services.* For services as bond counsel to the Issuer, PFLG shall be paid a fee at the time of issuance of the Note of one and one quarter percent (1.25%) of the original gross proceeds of the Note.

B. *Compensation for Issuer's Counsel Services.* For services as Issuer's Counsel to the Issuer, MEACHAM shall be paid a fixed fee at the time of issuance of the Note of three-tenths of one percent (0.3%) of the original gross proceeds of the Note.

C. *Expenses.* PFLG shall also be paid a fixed amount of $2,500.00 to cover expenses and transcript production and distribution with respect to the issuance of the Note, provided, that any filing, publication, recording or printing costs or similar third party costs required in connection with the Note shall be paid directly by the Issuer, but if paid by PFLG on behalf of the Issuer, shall be reimbursed to PFLG on demand. MEACHAM shall be reimbursed by the Issuer for actual out-of-pocket expenses.

D. *Payment.* Fees and expenses shall be payable by Issuer at the time of issuance of the Note. Payment of all fees and expenses hereunder shall be made at closing from proceeds of the Note and shall be entirely contingent upon issuance of the Note.

E. *Termination of Agreement and Legal Services.* This Agreement and all legal services to be rendered under it may be terminated at any time by written notice from either party, with or without cause. In that event, all finished and unfinished documents prepared for adoption or execution by Issuer, shall, at the option of Issuer, become its property and shall be delivered to it or to any party it may designate; provided that PFLG and MEACHAM shall have no liability whatsoever for any subsequent use of such documents. In the event of termination by Issuer, PFLG and MEACHAM shall be paid for all satisfactory work, unless the termination is made for cause, in which event compensation, if any, shall be adjusted in the light of the particular facts and circumstances involved in the termination. If not sooner terminated as aforesaid, this Agreement and all legal services to be rendered under it shall terminate upon issuance of the Note; provided that Issuer shall remain liable for any unpaid compensation or reimbursement due under Section 2 hereof. Upon termination, PFLG shall have no future duty of any kind to or with respect to the Note or the Issuer.

3. **Nature of Engagement; Relationships With Other Parties.**

The role of bond counsel, generally, is to prepare or review the procedures for issuance of the bonds, notes or other evidence of indebtedness and to provide an expert legal opinion with respect to the validity thereof and other subjects addressed by the opinion. Consistent with the historical origin and unique role of such counsel, and reliance thereon by the public finance market, PFLG's role as bond counsel under this Agreement is to provide an opinion and related legal services that represent an objective judgment on the matters addressed rather than the partisan position of an advocate.

In performing its services in connection with the Note, PFLG will act as special counsel to Issuer with respect to issuance of the Note; i.e., PFLG will assist the Issuer's Counsel in representing Issuer but only with respect to validity of the Note and the Financing Documents, and the tax status of interest on the Note, in a manner not inconsistent with the role of bond counsel described above.

Issuer acknowledges that PFLG regularly performs legal services for many private and public entities in connection with a wide variety of matters. For example, PFLG has represented, is representing or may in the future represent other public entities, underwriters, trustees, rating agencies, insurers, credit enhancement providers, lenders, contractors, suppliers, financial and other consultants/advisors, accountants, investment providers/brokers, providers/brokers of derivative products and others who may have a role or interest in the Note financing or the Project or that may be involved with or adverse to Issuer in this or some other matter. PFLG agrees not to represent any such entity in connection with the Note financing, during the term of this Agreement, without the consent of Issuer. Given the special, limited role of bond counsel described above, Issuer acknowledges that no conflict of interest exists or would exist, and waives any conflict of interest that might appear actually or potentially to exist, now or in the future, by virtue of this Agreement or any such other attorney-client relationship that PFLG may have had, have or enter into, and Issuer specifically consents to any and all such relationships.

4. Limitation of Rights to Parties; Successor and Assigns.

Nothing in this Agreement or in any of the documents contemplated hereby, expressed or implied, is intended or shall be construed to give any person other than Issuer, PFLG, and MEACHAM any legal or equitable right or claim under or in respect of this Agreement, and this Agreement shall inure to the sole and exclusive benefit of Issuer, PFLG, and MEACHAM.

Neither PFLG nor MEACHAM may assign its obligations under this Agreement without written consent of Issuer except to a successor partnership or corporation to which all or substantially all of the assets and operations of PFLG or MEACHAM are transferred. Issuer may assign its rights and obligations under this Agreement to (but only to) any other public entity that issues the Note (if not the Issuer). Issuer shall not otherwise assign its rights and obligations under this Agreement without written consent of PFLG and MEACHAM. All references to PFLG, MEACHAM, and Issuer in this Agreement shall be deemed to refer to any such successor of PFLG or MEACHAM and to any such assignee of Issuer and shall bind and inure to the benefit of such successor and assignee whether so expressed or not.

5. Counterparts.

This Agreement may be executed in any number of counterparts and each counterpart shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same Agreement.

6. Notices.

Any and all notice pertaining to this Agreement shall be sent by U.S. Postal Service, first class, postage prepaid to:

PFLG:

The Public Finance Law Group PLLC
5657 N. Classen Boulevard, Suite 100
Oklahoma City, OK 73118
Attention: Allan A. Brooks or Nathan D. Ellis

MEACHAM:

Meacham Law Firm
807 Frisco Avenue
Clinton, OK 73601
Attention: Ryan Meacham, Esq.

ISSUER:

The Clinton Public Works Authority
415 Gary Boulevard
P.O. Box 1177
Clinton, OK 73601
Attention: Chairman

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Issuer, PFLG, and MEACHAM have executed this Agreement by their duly authorized representatives as of the date provided above.

THE PUBLIC FINANCE LAW GROUP PLLC

By: _____
Allan A. Brooks, III

MEACHAM LAW FIRM

By: _____
Ryan Meacham, Esq.

THE CLINTON PUBLIC WORKS AUTHORITY

By: _____
Title: Chairman
Date: September 29, 2025

THE BOARD OF TRUSTEES OF THE CLINTON PUBLIC WORKS AUTHORITY, CUSTER COUNTY, OKLAHOMA, MET IN SPECIAL SESSION IN THE CITY HALL COUNCIL CHAMBERS LOCATED AT 415 GARY BOULEVARD, CLINTON, OKLAHOMA, 73601, ON THE 29TH DAY OF SEPTEMBER, 2025, AT 5:30 P.M.

PRESENT:

ABSENT:

Thereupon, the Chairman introduced a Resolution which was read by title by the Secretary. Trustee _____ moved that the Resolution be adopted and Trustee _____ seconded the motion. The motion carrying with it the adoption of the Resolution prevailed by the following vote:

AYE:

NAY:

The Resolution as adopted is as follows:

RESOLUTION NO. ___

A RESOLUTION OF THE CLINTON PUBLIC WORKS AUTHORITY (THE "BORROWER") AUTHORIZING A LOAN FROM THE OKLAHOMA WATER RESOURCES BOARD IN THE TOTAL AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED $5,390,000.00; APPROVING THE ISSUANCE OF A PROMISSORY NOTE IN THE TOTAL AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED $5,390,000.00, SECURED BY A PLEDGE OF REVENUES AND AUTHORIZING ITS EXECUTION; DESIGNATING A LOCAL TRUSTEE; APPROVING AND AUTHORIZING THE EXECUTION OF A SUPPLEMENTAL NOTE INDENTURE; APPROVING AND AUTHORIZING THE EXECUTION OF A LOAN AGREEMENT; RATIFYING AND CONFIRMING A LEASE BY AND BETWEEN THE CITY OF CLINTON, OKLAHOMA (THE "CITY") AND THE BORROWER PERTAINING TO THE LEASING OF THE CITY'S WATER, SANITARY SEWER, AND SANITATION SYSTEMS TO THE BORROWER; RATIFYING AND CONFIRMING A SALES TAX AGREEMENT BY AND BETWEEN THE CITY AND THE BORROWER PERTAINING TO A YEAR-TO-YEAR PLEDGE OF CERTAIN SALES TAX REVENUE; APPROVING AND AUTHORIZING A NOTE PURCHASE AGREEMENT; APPROVING VARIOUS COVENANTS; APPROVING AND AUTHORIZING PAYMENT OF FEES AND EXPENSES; APPROVING AND AUTHORIZING APPLICATION TO THE OKLAHOMA WATER RESOURCES BOARD; APPROVING AND AUTHORIZING PROFESSIONAL SERVICES AGREEMENTS; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

WHEREAS, The Clinton Public Works Authority, Custer County, Oklahoma (the "Borrower"), was organized under Title 60, Oklahoma Statutes 2021, Sections 176-180.4, as amended, for the purpose of furthering the public functions of the City of Clinton, Oklahoma (the "City"); and

WHEREAS, the Borrower is authorized and has determined to finance certain sanitary sewer system improvements, along with related costs (collectively, the "Project") in order to better serve the customers of said Borrower and in payment of part of the cost thereof, to seek money in the form of a loan from the Oklahoma Water Resources Board (the "Board") in the amount of not to exceed $5,390,000.00; and

WHEREAS, the Borrower has heretofore issued its Utility System and Sales Tax Revenue Bonds, Series 2014 dated December 23, 2014, issued in the original principal amount of $29,450,000.00 (the "Existing Indebtedness"); and

WHEREAS, the Board has under consideration a loan application of the Borrower and the Borrower has determined to borrow money from the Board for the purpose of financing the Project and to evidence such loan by the issuance of the Borrower's Series 2025 Promissory Note to Oklahoma Water Resources Board in the original principal amount of not to exceed $5,390,000.00 (the "2025 Note"), said 2025 Note being secured by a lien on the revenues derived from the water and sanitary sewer systems of the Borrower (collectively, the "System") and a year-to-year pledge of the proceeds of an aggregate total of three percent (3.0%) sales tax (the "Sales Tax Revenue"); provided, said pledge and lien shall be on a parity in all respects with the Borrower's Existing Indebtedness; and

WHEREAS, it is the desire of the Borrower to authorize the execution and delivery of any and all documents necessary or attendant to the issuance of the 2025 Note.

NOW, THEREFORE, BE IT RESOLVED BY THE TRUSTEES OF THE CLINTON PUBLIC WORKS AUTHORITY, CUSTER COUNTY, OKLAHOMA:

Section 1. Issuance of Note. The Borrower is hereby authorized to accept said loan and issue its 2025 Note payable to the Board and secured by a pledge of revenue derived from the operation of the System and a year-to-year pledge of the Sales Tax Revenue and the officers of the Borrower are hereby authorized and directed to execute said 2025 Note and to do any and all lawful things to effect said loan and secure said loan from the Board. The principal amount of the 2025 Note shall not exceed $5,390,000.00, the Net Interest Cost on the 2025 Note shall not exceed 6.5% per annum, and the maturity date shall be not later than October 1, 2055. The Chairman or Vice Chairman shall be authorized to execute a Certificate of Determination establishing the principal amount, maturity, and rate of interest on the 2025 Note. It is contemplated that interest on the Note will be excludable from gross income for federal income tax purposes. In the event it is recommended by Borrower's Financial Advisor that the Note be issued on a taxable basis (interest would be included in gross income for federal income tax purposes), the Chairman or Vice Chairman shall also be authorized to make this determination pursuant to the Certificate of Determination.

Section 2. Designation of Local Trustee. The Borrower hereby designates BancFirst, to serve as the Local Trustee of certain funds in relation to the 2025 Note.

Section 3. Indenture. The Series 2025 Supplemental Note Indenture, as it supplements and amends that certain Revenue Bond Indenture dated as of November 1, 2012, as heretofore supplemented and amended by that certain Series 2014 Supplemental Bond Indenture dated December 1, 2014, all by and between BancFirst, as Trustee (the "Trustee") and the Borrower (collectively referred to herein as the "Indenture"), authorizing the issuance of and securing the payment of the 2025 Note approved in Section 1 hereof, is hereby approved and the Chairman or Vice Chairman and Secretary or Assistant Secretary of the Borrower are authorized and directed to execute and deliver same for and on behalf of the Borrower.

Section 4. Execution of Loan Agreement. The Loan Agreement by and between the Borrower and the Board (the "Loan Agreement") is hereby approved and the Chairman or Vice Chairman and Secretary or Assistant Secretary are hereby authorized to execute same for and on behalf of the Borrower, and to do all other lawful things to carry out the terms and conditions of said Loan Agreement.

Section 5. Lease Agreement. The Lease dated November 15, 1977, but to be effective November 5, 1977 (the "Lease Agreement"), whereby the City leases its water, sanitary sewer, and sanitation systems and the Borrower agrees to operate the same, is hereby ratified and confirmed and the term of said Lease Agreement shall extend until the 2025 Note is paid.

Section 6. Sales Tax Agreement. The Sales Tax Agreement dated as of December 1, 2014 (the "Sales Tax Agreement"), by and between the City and the Borrower, which Sales Tax Agreement pertains to a year-to-year pledge of certain sales tax revenue as security for the 2025 Note and obligations issued on a parity therewith, is hereby ratified and confirmed.

Section 7. Note Purchase Agreement. The Borrower hereby approves the Note Purchase Agreement by and between the Borrower and the Board (the "Note Purchase Agreement") and the Chairman or Vice Chairman and Secretary or Assistant Secretary of the Borrower be and are hereby authorized to execute and deliver said Note Purchase Agreement.

Section 8. Covenants of Borrower. Until payment in full of the 2025 Note and performance of all obligations owing to the Board under the Loan Agreement and the instruments executed pursuant hereto, unless the Board shall otherwise consent in writing, the Borrower hereby represents its intent to abide by and carry out the covenants contained in Indenture and the Loan Agreement, which covenants are incorporated herein in their entirety.

Section 9. Fees and Expenses. Upon closing of the referenced loan, the officers of the Borrower are hereby authorized to disburse (from loan proceeds or other available funds of the Borrower) certain fees and expenses all as set forth on Exhibit "A" hereto.

Section 10. Application. The Borrower shall file an Application(s) with the Oklahoma Water Resources Board seeking financial assistance through the OWRB State Loan Program (FAP); and the Chairman or Vice Chairman and Secretary or Assistant Secretary of the Borrower are hereby authorized to execute said Application(s) for and on behalf of the Borrower. The Borrower is further authorized to advance to the Oklahoma Water Resources Board the necessary application fees in connection with the referenced Application(s).

Section 11. Professional Services Agreements. The Borrower is authorized to enter into legal services agreements with The Public Finance Law Group PLLC, as the Borrower's Bond Counsel, and Meacham Law Firm, as Borrower Counsel, and a professional services agreement with Municipal Finance Services, Inc., as the Borrower's Financial Advisor.

Section 12. Necessary Action. The Chairman or Vice Chairman and Secretary or Assistant Secretary of the Borrower are hereby further authorized on behalf of the Borrower to approve the disbursement of the proceeds of the 2025 Note and other funds of the Borrower in connection with the issuance of the 2025 Note and the accomplishment of the transaction contemplated herein, and further, to accept, receive, execute, attest, seal and deliver the above mentioned documents and all additional documentation, certifications and instruments and to take such further actions as may be required in connection with the transaction contemplated hereby, and are further authorized to approve and make any changes to the documents approved by this Resolution, for and on behalf of the Borrower, the execution and delivery of such documents being conclusive as to the approval of any terms contained therein.

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APPROVED AND ADOPTED THIS 29TH DAY OF SEPTEMBER, 2025.

THE CLINTON PUBLIC WORKS AUTHORITY

(SEAL)

_____
Chairman

ATTEST:

_____
Secretary

STATE OF OKLAHOMA)
)SS
COUNTY OF CUSTER)

I, the undersigned, Secretary of The Clinton Public Works Authority, Custer County, Oklahoma, an Oklahoma public trust, do hereby certify that the above and foregoing is a true, full and correct copy of an excerpt from the minutes of a meeting of the Board of Trustees of said public trust held on the date above stated, all as recorded in the official minutes of such meeting. I further certify that the "Open Meeting Law" was complied with for such meeting.

GIVEN UNDER MY HAND THIS 29TH DAY OF SEPTEMBER, 2025.

(SEAL)

_____
Secretary

EXHIBIT "A"

Fees and Expenses Paid at Closing

Oklahoma Water Resources Board Issuance Costs	$35,000.00*
The Public Finance Law Group PLLC Legal Fee and Reimbursement of Expenses	One and one-quarter percent (1.25%) of the original gross proceeds of the 2025 Note plus $2,500.00 expenses
Meacham Law Firm Legal Fee	Three-tenths of one percent (0.3%) of the original gross proceeds of the 2025 Note
Municipal Finance Services, Inc. Financial Advisory Fee and Reimbursement of Expenses	One and one-quarter percent (1.25%) of the original principal amount of the 2025 Note plus $2,500.00 expenses
BancFirst Trustee Bank Acceptance Fee	$750.00

* Not to exceed amount; to be established pursuant to Closing Order of Borrower

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 SPECIAL MEETING
OF THE CITY COUNCIL
MONDAY, SEPTEMBER 29, 2025 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Source listing: 09/29/2025
Original source: http://agendas.clintonok.gov/2025/092925/launch.html

1. CALL TO ORDER.

2. DISCUSSION, CONSIDERATION, AND POSSIBLE ACTION REGARDING:

   A. Resolution No. 1009: a Resolution of the City of Clinton, Oklahoma (the “City”) approving action taken by The Clinton Public Works Authority (the “Authority”) authorizing issuance, sale and delivery of a promissory note of the Authority to the…

      Resolution No. 1009: a Resolution of the City of Clinton, Oklahoma (the “City”) approving action taken by The Clinton Public Works Authority (the “Authority”) authorizing issuance, sale and delivery of a promissory note of the Authority to the Oklahoma Water Resources Board; ratifying and confirming a Lease by and between the City and the Authority pertaining to the leasing of the City’s water, sanitary sewer, and sanitation systems to the Authority ; ratifying and confirming a Sales Tax Agreement by and between the City and the Authority pertaining to a year-to-year pledge of certain sales tax revenue; and containing other provisions related thereto.

3. COUNCIL COMMENTS

4. ADJOURN

Filed this 25 th day of September 2025, posted on the bulletin board in the lobby of the Clinton City Hall September 25, 2025, at 4:30 p.m.

_____

Not recorded

THE CITY COUNCIL OF THE CITY OF CLINTON, OKLAHOMA MET IN SPECIAL SESSION IN THE CITY HALL COUNCIL CHAMBERS LOCATED AT 415 GARY BOULEVARD, CLINTON, OKLAHOMA, 73601, ON THE 29TH DAY OF SEPTEMBER, 2025, AT 5:30 P.M.

PRESENT:

ABSENT:

(OTHER PROCEEDINGS)

Thereupon, the following resolution was introduced and caused to be read by title by the City Clerk. Councilmember _____ moved passage of the Resolution and Councilmember _____ seconded the motion. The motion carrying with it the approval of said Resolution was approved by the following vote:

AYE:

NAY:

The Resolution so approved is as follows:

RESOLUTION NO. ___

A RESOLUTION OF THE CITY OF CLINTON, OKLAHOMA (THE "CITY") APPROVING ACTION TAKEN BY THE CLINTON PUBLIC WORKS AUTHORITY (THE "AUTHORITY") AUTHORIZING ISSUANCE, SALE AND DELIVERY OF A PROMISSORY NOTE OF THE AUTHORITY TO THE OKLAHOMA WATER RESOURCES BOARD; RATIFYING AND CONFIRMING A LEASE BY AND BETWEEN THE CITY AND THE AUTHORITY PERTAINING TO THE LEASING OF THE CITY'S WATER, SANITARY SEWER, AND SANITATION SYSTEMS TO THE AUTHORITY; RATIFYING AND CONFIRMING A SALES TAX AGREEMENT BY AND BETWEEN THE CITY AND THE AUTHORITY PERTAINING TO A YEAR-TO-YEAR PLEDGE OF CERTAIN SALES TAX REVENUE; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

WHEREAS, The Clinton Public Works Authority (the "Authority") did, by its Resolution adopted on September 29, 2025, authorize the issuance, sale and delivery of its Series 2025 Promissory Note to Oklahoma Water Resources Board, in order to finance certain sanitary sewer system improvements, along with related costs (collectively, the "Project"); and

WHEREAS, the City Council hereby determines that the actions taken by the Authority should be authorized and approved; and

WHEREAS, the City hereby determines that such other action necessary or attendant to accomplishment of the referenced financing should be considered by the City Council of the City.

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

Section 1. Issuance of Note. That the issuance, sale and delivery of the Authority's Series 2025 Promissory Note to Oklahoma Water Resources Board in the principal amount of not to exceed $5,390,000.00 (the "2025 Note"), all as approved by said Authority on September 29, 2025, be and hereby is authorized, approved and ratified.

Section 2. Approval. That all actions heretofore taken by the Authority in connection with the issuance, sale and delivery of the 2025 Note, and all other aspects of the transaction be and are hereby authorized, approved and ratified.

Section 3. Lease Agreement. The Lease dated November 15, 1977, but to be effective November 5, 1977 (the "Lease Agreement"), whereby the City leases its water, sanitary sewer, and sanitation systems and the Authority agrees to operate the same, is hereby ratified and confirmed and the term of said Lease Agreement shall extend until the 2025 Note is paid.

Section 4. Sales Tax Agreement. The Sales Tax Agreement dated as of December 1, 2014 (the "Sales Tax Agreement"), by and between the City and the Authority, which Sales Tax Agreement pertains to a year-to-year pledge of certain sales tax revenue as security for the 2025 Note and obligations issued on a parity therewith, is hereby ratified and confirmed.

Section 5. Necessary Action. That the Mayor or Vice Mayor and City Clerk or Deputy City Clerk be and hereby are authorized and empowered to execute and deliver for and on behalf of the City any and all other documents or instruments reasonably necessary to accomplish the issuance, sale and delivery of the 2025 Note and all other aspects of the transaction.

[Remainder of Page Intentionally Left Blank]

APPROVED AND ADOPTED THIS 29TH DAY OF SEPTEMBER, 2025.

CITY OF CLINTON, OKLAHOMA

(SEAL)

_____
Mayor

ATTEST:

_____
City Clerk

STATE OF OKLAHOMA)
)SS
COUNTY OF CUSTER)

I, the undersigned, City Clerk of the City of Clinton, Oklahoma, do hereby certify that the above and foregoing is a true, full and correct copy of an excerpt from the minutes of a meeting of the City Council of said City held on the date above stated, all as recorded in the official minutes of such meeting. I further certify that the "Open Meeting Law" was complied with for such meeting.

GIVEN UNDER MY HAND THIS 29TH DAY OF SEPTEMBER, 2025.

(SEAL)

_____
City Clerk