(This item is placed on the agenda so the Clinton City Council, by unanimous consent, can designate those routine items they wish to be approved by one motion. If an item does not meet the approval of all members, that item will be heard in regular order)

PUBLIC NOTICE OF A REGULAR MEETING
OF THE CITY COUNCIL
TUESDAY, AUGUST 16, 2022 AT 5:30 PM
CLINTON CITY HALL

AMENDED AGENDA

Source listing: 08/16/2022 Meetings
Original source: https://agendas.clintonok.gov/archive/2022/081622/launch.html
Original authority agenda: https://agendas.clintonok.gov/archive/2022/081622/AA081622.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2022/081622/HA081622.htm
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Original authority agenda: https://agendas.clintonok.gov/archive/2022/081622/RA081622.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2022/081622/RM081622.htm
Original authority agenda:
https://agendas.clintonok.gov/archive/2022/081622/RM081622AMENDED.htm

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

    A. Dan Day, Prayer
    Don Miller, Post Commander, American Legion Post 41
    Commendation for the Oklahoma Department of Transportation

2. CONSIDER APPROVAL OF CONSENT AGENDA

    A. Minutes of the August 2, 2022, Regular Meeting

3. DISCUSSION, CONSIDERATION, AND POSSIBLE ACTION REGARDING

    A. Public Hearing(s) Pertaining to Alleged Dilapidated Structures to be Considered for Abatement by Demolition :

    B. 104 E. Terrace – James A. Phillips

    C. 504 Dunn – Gissela C Argueta Cortez

    D. 516 N 15 th – Hipolito Chavez

    E. Purchase New Towable 35’ Boom Lift $31,900– Capital Budget Request

4. NEW BUSINESS (If any, pursuant to Section 311.9 of the Oklahoma Open Meeting Act.)

5. COUNCIL COMMENTS

6. CITY MANAGER’S COMMENTS

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

8. ADJOURN

Filed this 12 th day of August, 2022, Posted on the bulletin board in the lobby of the Clinton City Hall August 12, 2022 at 10:00 a.m.
Amended Agenda Filed this 15 th day of August, 2022, Posted on the bulletin board in the lobby of the Clinton City Hall August 15, 2022 at 11:00 a.m.

Not recorded

MINUTES OF THE CLINTON CITY COUNCIL REGULAR MEETING
AUGUST 2, 2022

Minutes of the meeting of the Mayor and Council of the Clinton City Council, City of Clinton, Oklahoma, Custer County, held in the City Council Room, City Hall on Tuesday, August 2, 2022, at 5:30 p.m. A notice of this meeting with agenda was posted on the bulletin board in the lobby of Clinton City Hall on July 29, 2022, at 4:00 P.M.

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

MAYOR: David Berrong
COUNCELMAN: Patch McComas, Ernie Dowdell (absent), Arthur Lloyd, Ernesto Villanueva
CITY MANAGER: Robert Johnston
CITY TREASURER: Debra Blanchard
CITY ATTORNEY: Ryan Meacham
CITY CLERK: Amy Jones
NEWS MEDIA: Rod Serfoss, Nydia Campbell, Mike Smith
OTHERS: Gene McCullough, Jeff Johnson, Joshua McGuire, Billy Goodwin, Donnelle Wollmann, Lana Johnston, Greg Adams, Danny & Patricia Tharp, Bobby & Judy Stewart, and others.

Gene McCullough opened the meeting with prayer and Bobby Stewart, Post Commander, American Legion Post 41 led the Pledge of Allegiance.

AGENDA ITEM NO. 2: CONSENT AGENDA

A. Minutes of the June 21, 2022, Regular Meeting
B. Lease Renewal for the Eastside Academy Facility
C. Acknowledge Receipt of Financial Reports from June 30, 2022
D. Acknowledge Acceptance of Bid from Chickasaw Personal Communications for a New Storm Siren (Capital Improvement Fund Budgeted Expenditure)
E. Acknowledge Sparklight TV Notification of Pricing Adjustments
F. Budget Amendment Supplemental appropriation to carryover Equipment approved in FY21-22, not received by 6/30/22.
G. Acknowledge Sinor EMS notification of Pricing Adjustments

Motion was made by Councilman McComas and seconded by Councilman Villanueva that the Consent Agenda Items be approved.

Mayor put the motion to a roll call vote:

Aye: McComas, Lloyd, Villanueva, Berrong
Nay: None

Mayor declared the motion carried.

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

A. Resolution Number 941 – A Resolution Accepting Responsibility for the Administration and Construction of the Chemical Feed Project for the Clinton Public Works Authority

City Manager Johnston reported that this is the companion piece to the resolution just approved by the PWA - accepting responsibility for the administration and construction of the Chemical Feed Project for the Clinton Public Works Authority.

Motion was made by Councilman McComas and seconded by Councilman Lloyd to approve Resolution Number 941 – A Resolution Accepting Responsibility for the Administration and Construction of the Chemical Feed Project for the Clinton Public Works Authority.

Mayor put the motion to a roll call vote:

Aye: McComas, Lloyd, Villanueva, Berrong
Nay: None

Mayor declared the motion carried.

B. Bid Acceptance for Railroad Bridge repairs at Acme Brick Park

City Manager Johnston stated that we have received the updated bid from McGrath Rail LLC for the much-needed railroad bridge repairs for $72,791.00 at Acme Brick Park. McGrath had presented the most comprehensive plan of repairs, including the recommendation for an engineer's bridge inspection which was completed by CED7. The other two bids were less costly but did not address all of the needed repairs to confidently allow children to ride the train. As a result, he would classify the McGrath bid as the best bid.

The motion was made by Councilman McComas and seconded by Councilman Lloyd to award the bid of $72,791.00 to McGrath Rail, LLC for the railroad bridge repairs at Acme Brick Park. un

Mayor put the motion to a roll call vote:

Aye: Dowdell, McComas, Lloyd, Villanueva, Berrong
Nay: None

Mayor declared the motion carried.

C. Interlocal Agreement with Clinton Public Schools for the Implementation and

Operation of a School Resource Officer Program

City Manager Johnston presented the updated Interlocal Agreement with Clinton Public Schools for the Implementation and Operation of a School Resource Officer (SRO) Program. The major change is to allow for a second SRO to be provided by the Clinton Police Department.

The motion was made by Councilman McComas and seconded by Councilman Villanueva to approve Interlocal Agreement with Clinton Public Schools for the Implementation and Operation of a School Resource Officer Program.

Mayor put the motion to a roll call vote:

Aye: McComas, Lloyd, Villanueva, Berrong
Nay: None

Mayor declared the motion carried.

AGENDA ITEM NO. 4 NEW BUSINESS (If any, pursuant to Section 311.9 of the Oklahoma Open Meeting Act.)
None

AGENDA ITEM NO. 5 COUNCIL COMMENTS
None

AGENDA ITEM NO. 6 CITY MANAGER'S COMMENTS

City Manager Johnston reported on progress of the Glancy Motel. He stated that the surplus furniture and junk was being removed from the Glancy Motel rooms and disposed of. He is working with Crystal Creek to schedule the asbestos abatement dates. The MODA Grant project is completed with the painting at the basketball courts. All payments have been made and close out documents are in process. The SORPTO Grant is also nearing completion; This will provide the engineers' recommendations and cost estimates for various improvements, centered around universal access, at McClain Rogers Park. Grant funding will be sought to fund as much as possible of these costs.

AGENDA ITEM NO. 7: AUDIENCE PARTICIPATION (According to Audience participation Decorum Guidelines at Clinton City Council Public Meeting s effective:2/14/2017)

None

AGENDA ITEM NO. 8: ADJOURNMENT

Moved by Councilman McComas and seconded by Councilman Villanueva to adjourn the

meeting.

Mayor put the motion to a roll call vote:

Aye: McComas, Lloyd, Villanueva, Berrong
Nay: None

Mayor declared the meeting adjourned at 6:10 P.M.

_____
Date Approved

_____
David D. Berrong, Mayor

Clinton
Hub City of Western Oklahoma

Office of Code Enforcement

Toby J. Anders
Building Inspector/CFM
Code Enforcement Officer
City of Clinton, Oklahoma

August 11, 2022

Re: 104 E. Terrace

The two structures located at 104 E. Terrace is owned by James A. Phillips. The City of Clinton sent the owner of the property a violation notice in regards to the condition of the house on March 24, 2022. The owner of the property failed to make any improvements, nor did he contact my office within the 10-day requirement that is stated on the notice. On May 31, 2022, the City of Clinton held an abatement hearing with the City Manager to address the condition of the property and the owner failed to appear at the hearing.

The current condition of the house is unfit for human occupancy due to the amount of dilapidation from the lack of maintenance. The house is unsecure which poses other nuisances such as persons doing unlawful acts or the attractive nuisance to children in the neighborhood. Due the amount of deterioration of the house, this also poses a higher fire hazard to the neighborhood.

Toby Anders
Building Inspector/CFM
Code Enforcement Officer
City of Clinton, Oklahoma
(580) 323-1678 Office
(580) 214-1557 Cell

Clinton
Hub City of Western Oklahoma

Office of Code Enforcement

Toby J. Anders
Building Inspector/CFM
Code Enforcement Officer
City of Clinton, Oklahoma

August 11, 2022

Re: 504 Dunn

The two structures located at 504 Dunn is owned by Gissela C. Argueta Cortez. The City of Clinton sent the owner of the property a violation notice in regards to the condition of the house on February 28, 2022. The owner of the property failed to make any improvements, nor did he contact my office within the 10-day requirement that is stated on the notice. On May 31, 2022, the City of Clinton held an abatement hearing with the City Manager to address the condition of the property and the owner failed to appear at the hearing. The owner did contact City Hall and was advised to either secure or remove the two structures located on the property.

The current condition of the structures is unfit for human occupancy due to the amount of dilapidation from the lack of maintenance. The structures are unsecure which poses other nuisances such as persons doing unlawful acts or the attractive nuisance to children in the neighborhood. Due the amount of deterioration of the house, this also poses a higher fire hazard to the neighborhood.

Toby Anders
Building Inspector/CFM
Code Enforcement Officer
City of Clinton, Oklahoma
(580) 323-1678 Office
(580) 214-1557 Cell

Clinton
Hub City of Western Oklahoma

Office of Code Enforcement

Toby J. Anders
Building Inspector/CFM
Code Enforcement Officer
City of Clinton, Oklahoma

August 10, 2022

Re: 516 N. 15th

The house located at 516 N 16th is owned by Hipolito Chavez. The City of Clinton sent the owner of the property a violation notice in regards to the condition of the house on March 8, 2022. The owner of the property failed to make any improvements, nor did he contact my office within the 10 day requirement that is stated on the notice. On May 31, 2022, the City of Clinton held an abatement hearing with the City Manager to address the condition of the property and the owner failed to appear at the hearing.

The current condition of the house is unfit for human occupancy due to the amount of dilapidation from the lack of maintenance. The house is unsecure which poses other nuisances such as persons doing unlawful acts or the attractive nuisance to children in the neighborhood. Due the amount of deterioration of the house, this also poses a higher fire hazard to the neighborhood.

Toby Anders
Building Inspector/CFM
Code Enforcement Officer
City of Clinton, Oklahoma
(580) 323-1678 Office
(580) 214-1557 Cell

Clinton
Hub City of Western Oklahoma

Agenda Commentary

Item Title/ Subject: **Purchase New Towable 35' Boom Lift**

Staff Source: Gene McCullough, Public Works Director

Date: August 15th 2022

History/Background Information: The City has budgeted $100,000 planning to purchase a new "bucket truck". Our existing trucks are at least 20 years old. The bucket is used frequently for maintaining traffic lights, banners, Christmas decorations, and other tasks in the City that are at height.

In looking for pricing and availability, Craig Tucker, Streets Supervisor, has found that a towable boom lift is a more economical purchase. After recently renting one to replace traffic signal light heads he was also able to verify its functionality for the Street Department tasks.

Craig has acquired 3 quotes per our purchasing policy and has found the lowest quote also has a unit available for delivery.

Recommendation: Approve purchase of JLG T350 Towable Lift.

Price/Cost: $31,900.00

HUGG & HALL

PROPOSAL

Blytheville, AR	(870) 763-2803
Conway, AR	(501) 450-9500
El Dorado, AR	(870) 862-1262
Fort Smith, AR	(479) 648-3322
Jonesboro, AR	(870) 931-1262
Little Rock, AR	(501) 562-1262
Springdale, AR	(479) 361-1262
Texarkana, AR	(870) 773-1262
Broussard, LA	(337) 837-2880
Oklahoma City, OK	(405) 670-4343
Tulsa, OK	(918) 438-7800
Lufkin, TX	(936) 633-7575

Quote Ref: 72258

Date: 8/15/22

Customer Name: City of Clinton

ATTN: Craig Tucker

Equipment Specifications:
ID#: 72258
Make: JLG
Model: T350
Serial#: 0030014369
Year: 2022
Hours: New
Electric
35' Boom
Surge Brakes

FREIGHT INCLUDED

TAXES NOT INCLUDED

PURCHASE PRICE: $ 31,900.00

Total Price $ 31,900.00

Respectfully,
James Claborn

This quote is subject to acceptance by buyer and seller within 15 days from the date hereof and only in accordance with the terms here and on following page(s). Buyer grants to seller a security interest in equipment described herein until payment has been made in full.

Seller Acceptance

NAME TITLE

(This quotation shall become a contract only upon signature by President or Sales Manager of Seller at its Business offices.)

Buyer Acceptance
Sign here and initial where indicated below

NAME TITLE

(Signature of authorized Officer or Representative required)

-------- Original message --------
From: Nick Fava <nfava@cisolift.com>
Date: 8/8/22 1:48 PM (GMT-06:00)
To: Craig Tucker <Craig.Tucker@clintonok.gov>
Cc: Dan Spencer <dspencer@cisolift.com>
Subject: FW: Bil Jax 4527A Quote

Good day Craig

My name is Nick Fava who will be your representative in the purchase of your Bil-Jax towable booms.

As per your request here is your special pricing

Manufacturer : Bil Jax
Model : 4527A
Year : 2022 (NEW)
Your special purchase price : $52,041.00 per unit (Quoted in Canadian dollars) (Platform rotator an additional $1,630.00 Canadian)
Note: Applicable taxes and transportation extra
Looking forward to your response. Thanks

Our mobile service technicians are available for all your parts and aerial equipment service needs!
For inquiries or to book an appointment please call 1-866-475-3838 OR email road@cisolift.com

Nick Fava
Sales Representative

2002 20 2022
ANS YEARS

1290 Arvin avenue | Stoney Creek (Ontario) L8E 0H7
Cell. 437-331-2891 Tel. 819-395-3838
E-Mail: nfava@cisolift.com www.cisolift.com

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ACME TOOLS

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JLG 35' Tow-Pro® Boom Lift Towable



T350

(0) Write a review

✔ In Stock for online orders

Freight cost not included in price

Ships Truck or Local Pickup Close ×

This item is shipped via "truck freight" (common carrier or flat-bed, not FedEx). On average, shipping can cost $3 per loaded mile. Call 833-860-7137 for an exact freight quote, which is extra. The truck must be able to have road and turn around access at the place of delivery. The product will require special equipment for offloading (forklifts, telehandlers, etc.). A signature will be required at the time of delivery.

$ Low Price Guarantee

List: $39,810.00

$33,995.00

− 1 + ADD TO CART »

DON'T FORGET



WERNER-H312002 LITEFIT Standar...
$56.00
ADD TO CART »



WERNER-H112002 Blue Armor Stan...
$123.00
ADD TO CART »



WERNER-H012002 ProForm F3 H012...
$356.99
ADD TO CART »

YOU MAY ALSO LIKE

LIVE CHAT








HAULOTTE-5533A	HAULOTTE-4527A	HAULOTTE-3522A	JLG-E400AJPU-	NIFTYLIFT-TM50HE	GENIE-Z40/23N
5533A Electric	4527A Electric	3522A Tow Behind	0300145644 JLG	Niftylift 49.5'	Genie Z40/23N 40'
List: $64,405.00	List: $48,827.00	List: $38,947.00	List: $26,995.00	List: $57,401.03	$17,995.00
$52,249.00	$39,995.00	$31,995.00	$22,995.00	$40,995.00	
Questions Prior to Purchase Call 833-860-7137	Questions Prior to Purchase Call 833-860-7137	Questions Prior to Purchase Call 833-860-7137	Questions Prior to Purchase Call 833-860-7137		

DESCRIPTION FEATURES SPECIFICATIONS MANUALS FROM MANUFACTURER CUSTOMER REVIEWS

DESCRIPTION

JLG 35' Tow-Pro® Boom Lift Towable

The Tow-Pro® series exclusive line of towable boom lifts from JLG lets you tackle the same jobs as other JLG electric or gas-powered boom lifts, but with an easier option for transportation. You have the choice of a 24 V DC electric or 9 HP gas-powered engine. And with the standard combination hitch, industry-leading 65 mph towing speed and hydraulic auto-leveling outriggers, you can have this extremely portable lift brought to the job site and working in no time. Whether you need it for tree trimming, decorating, construction, exterior painting or maintenance tasks, a tow-pro is great for your everyday needs.

California Proposition 65 Warning.

FEATURES

- Gasoline engine or 24 V DC electric power
- Standard air and water lines to platform
- Accessory mounting tray accommodates your generator, air compressor or pressure washer
- Telescopic upper boom
- Platform, side entry: 30 x 48 in.
- Proportional controls
- 110V-AC Receptacle in the platform
- Auto-leveling hydraulic outriggers
- Motion alarm
- Tilt alarm/indicator light
- Hour meter
- Four 6 V 220 amp-hour batteries
- Battery condition indicator
- Parking brake
- 2 in. hitch with adjustable height coupler

SPECIFICATIONS

Acme Tools Brand Name	JLG	Acme Tools Heavy Equipment	true
Acme Tools Part Number	T350	Acme Tools Quote Only Item	false

LIVE CHAT

ANSI Approved	Yes	Assembled Weight (lbs)	3400
Battery Ampere-hour (Ah)	220	Battery Voltage (V)	6
California Proposition 65 Warning Required	Yes	Color / Finish	Orange, Tan, Grey, Black and White
Country of Origin	China	Frame Material	Steel
globalTradeItemNumber (GTIN)	00410098001887	Horsepower (hp)	9
Hour Meter	Yes	Internal Supplier Part #	T350
Internet Product Code (IPC)	824E9B9485E	Manufacturer Warranty	5 Year Limited Manufacturer Warranty. See Owner's Manual for Details.
OSHA Approved	Yes	Package Weight	3400
Package Weight (lbs)	3400	Platform Length (in)	48
Platform Width (in)	30	Tire Size	205/75 R14 Pneumatic
UPC	410098001887	Weight (lbs)	3400

MANUALS

MSDS - PDF

Specification - PDF

Warranty - PDF

FROM MANUFACTURER

CUSTOMER REVIEWS

Reviews

★★★★★

ACME PROMOTIONS

Specials, Close-Outs, New Product Updates

Email

Enter E-mail Address

Zip Code

Enter Zip Code

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LIVE CHAT

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LIVE CHAT

(This item is placed on the agenda so the Clinton City Council, by unanimous consent, can designate those routine items they wish to be approved by one motion. If an item does not meet the approval of all members, that item will be heard in regular order.)

PUBLIC NOTICE OF A REGULAR MEETING OF THE RECREATIONAL AUTHORITY TUESDAY, AUGUST 16, 2022 AT 5:30 PM CLINTON CITY HALL

AGENDA

Source listing: 08/16/2022 Meetings
Original source: https://agendas.clintonok.gov/archive/2022/081622/launch.html
Original authority agenda: https://agendas.clintonok.gov/archive/2022/081622/AA081622.htm
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Original authority agenda:
https://agendas.clintonok.gov/archive/2022/081622/RM081622AMENDED.htm

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

    A. Dan Day, Prayer
    Don Miller, Post Commander, American Legion, Post 41

2. CONSIDER APPROVAL OF CONSENT AGENDA

    A. Minutes from August 2, 2022 Regular Meeting

3. DISCUSSION, CONSIDERATION, AND POSSIBLE ACTION REGARDING:

    A. Proposed EZ-GO Golf Cart Lease

    B. Supplemental Easement offer by AEP – A tract in the NE/4, Section 21, Township 4 Range 17W

4. NEW BUSINESS (If any, pursuant to Section 311.9 of the Oklahoma Open Meeting Act.)

5. COUNCIL COMMENTS

6. CITY MANAGER'S COMMENTS

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

8. ADJOURN

Filed this 12th day of August 2022, Posted on the bulletin board in the lobby of the Clinton City Hall August 12, 2022 at 10:00 a.m.

_____

Not recorded

MINUTES OF RECREATIONAL AUTHORITY MEETING
AUGUST 02, 2022

Minutes of the regular meeting of the Chairman and Trustees of the Clinton Recreational Authority City of Clinton, Oklahoma, Custer County, held in the City Council Room, City Hall on Tuesday, August 9, 2022, at 5:30 p.m. A notice of this meeting with agenda was posted on the bulletin board in the lobby of Clinton City Hall on July 29, 2022, at 4:00 p.m.

Chairman David Berrong called the meeting to order at 5:31 p.m. with the following present:

CHAIRMAN: David Berrong
TRUSTEES: Patch McComas, Ernie Dowdell (absent), Arthur Lloyd, Ernesto Villanueva
MANAGER: Robert Johnston
CITY TREASURER: Debra Blanchard
CITY ATTORNEY: Ryan Meacham
CITY CLERK: Amy Jones
NEWS MEDIA: Nydia Campbell, Mike Smith
OTHERS: Gene McCullough, Jeff Johnson, Joshua McGuire, Lana Johnston, Danny & Patricia Tharp, Bobby & Judy Stewart, Tracy Yoder, and others.

Gene McCullough opened the meeting with prayer and Bobby Stewart, Post Commander, American Legion Post 41 led the Pledge of Allegiance.

AGENDA ITEM NO. 2: CONSENT AGENDA

A. Minutes of Regular Meeting of July 5, 2022
B. Consider Claims
C. Acknowledge Receipt of 6/30/22 Financial Reports

Motion was made by Trustee McComas and seconded by Trustee Lloyd that the Consent Agenda Items be approved.

Chairman put the motion to a roll call vote:

Aye: Lloyd, McComas, Villanueva, Berrong
Nay: None

Chairman declared the motion carried

AGENDA ITEM NO. 3 Discussion, Consideration, And Possible Action Regarding:
None

AGENDA ITEM NO. 4 NEW BUSINESS (If any pursuant to Section 311.9 of the Oklahoma Open Meeting Act.)
None

AGENDA ITEME NO. 5: TRUSTEE REPORT
None

AGENDA ITEM NO. 6: MANAGER'S REPORT
None

AGENDA ITEM NO. 7: ADJOURNMENT

Moved by Trustee McComas and seconded by Trustee Villanueva to adjourn the meeting.

Chairman put the motion to a roll call vote:

Aye: Lloyd, McComas, Villanueva, Berrong
Nay: None

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

_____
Date Approved

_____
David D. Berrong, Chairman

Robert Johnston

From: Benedict, Luke <lbenedict@textron.com>
Sent: Wednesday, August 10, 2022 4:16 PM
To: Robert Johnston
Subject: Re: Riverside Golf Course - Clinton, OK

The fleet is more of a priority than the gps. I would get the fleet order in to hold the production space and then the gps can be decided at a later date if needed.

Get Outlook for iOS

From: Robert Johnston <Robert.Johnston@clintonok.gov>
Sent: Wednesday, August 10, 2022 4:13:11 PM
To: Benedict, Luke <lbenedict@textron.com>
Subject: RE: Riverside Golf Course - Clinton, OK

Thanks Luke.

Is it correct to assume that we need to make a final decision on the GPS options when we place the order? Or, do we have some time?

Robert

From: Benedict, Luke <lbenedict@textron.com>
Sent: Wednesday, August 10, 2022 1:32 PM
To: Robert Johnston <Robert.Johnston@clintonok.gov>; Mike Painter <mpainter74@outlook.com>
Subject: RE: Riverside Golf Course - Clinton, OK

Good Afternoon everyone,

I have attached a revised proposal to reflect all of the GPS options. Please let me know if you need any questions answered or you would like me to come down and show you the different options.

Thank you,

Luke Benedict
Oklahoma/NW Arkansas TSM

580-574-0593 cell
706-772-6216 fax
lbenedict@textron.com



PREPARED FOR:

E-Z-GO

CUSHMAN



August 10, 2022

RT 1 BOX 3625
CLINTON, 73601

Dear ,

E-Z-GO® is honored to prepare this exclusive proposal for and its members. Since 1954, E-Z-GO has been at the forefront of innovation, reliability and service for the last 70 years. We are committed to providing our customers with vehicle solutions that exceed expectations and perform to the demands of your facilities.

E-Z-GO and Cushman® vehicles are manufactured with purpose in mind. We have taken the golf car industry by storm with technologies such as the Samsung Powered ELiTE Lithium batteries, a first-of-its-kind EX1 gas engine, and our Textron Fleet Management systems. These technologies, paired with our reliable fleet and utility vehicle options, provide an experience refined to elevate and improve any course to a premium caliber.

The E-Z-GO and Cushman advantage goes far beyond our products. You'll gain access to a level of service and support unsurpassed in the industry, through the largest fleet of factory direct service technicians, our strong network of factory-owned branch locations and authorized distributors.

Through highly reputable regional sponsorships, professional golfers and industry partners, we are dedicated to advancing the game of golf and the industry that fuels it.

Our constant pursuit for innovation, performance and customer service elevated our name to the premium provider in the industry. We're committed to the game and will never stop looking for what's next. Never settling has put our products on the most prestigious courses and facilities in the world so if you're looking for the best, E-Z-GO and Cushman have you covered.

As you review the enclosed materials, please do not hesitate to contact me with additional questions. I look forward to hearing from you soon, and to serving you at .

With sincere appreciation,

Luke Benedict
Territory Sales Manager
(580) 574-0593
lbenedict@textron.com

E-Z-GO CUSHMAN

Limited Warranty Terms and Conditions – RXV and TXT ELiTE Fleet Vehicles

Textron Specialized Vehicles Inc. ("Company") provides that any new Model Year 2021 E-Z-GO RXV Fleet and TXT Fleet Elite electric vehicle (Vehicles factory equipped with a lithium battery pack) (the "Vehicles") and/or the battery charger for the Vehicle's lithium battery pack purchased from the Company, a Company affiliate, or an authorized Company dealer or distributor, or leased from a leasing company approved by the Company, shall be free from defects in material or workmanship under normal use and service (the "Limited Warranty"). This Limited Warranty with respect only to parts and labor is extended to theOriginal Retail Purchaser or the Original Retail Lessee ("Purchaser") for defects reported to the Company no later than the following warranty periods for the Vehicle parts and components set forth below (the "Warranty Period"):

Part or Component	Warranty Period
FRAME - WORKMANSHIP	LIFETIME
SUSPENSION - Steering Gearbox, steering column, shocks and leaf springs	4 Years
MAJOR ELECTRONICS – Electric motor, solid state speed controller	4 Years
LITHIUM BATTERY SYSTEM – Battery pack, battery management system, battery charger, and charger receptacle	5 Years
PEDAL GROUP - Pedal assemblies, and motor brake	4 Years
SEATS - Seat bottom, seat back and hip restraints	3 Years
CANOPY SYSTEM - Canopy and canopy struts	4 Years
POWERTRAIN – Electric axle	3 Years
BODY GROUP – Front and rear cowls, side panels and instrument panel	3 Years
OTHER ELECTRICAL COMPONENTS – Solenoid, limit switches, DC/DC converter, F&R switch, charger cord, wiring harness	3 Years
ALL REMAINING COMPONENTS - All options and accessories supplied by E-Z-GO at time of delivery, and all components not specified elsewhere	2 Years
INITIAL ADJUSTMENTS – Initial alignment, adjustments, fastener tightening	90 days

The Warranty Period for all parts and components of the Vehicle other than Lithium Batteries shall commence on the date of delivery to the Purchaser's location or the date on which the Vehicle is placed in Purchaser-requested storage. The Warranty Period for Lithium Batteries shall commence on the earliest of the following dates:

- of Vehicle delivery to the Purchaser's location,
- on which the Vehicle is placed in Purchaser- requested storage or
- that is sixty (60) days from the date of sale or lease of the Vehicle by the Company to an authorized Company dealer or distributor.

Parts repaired or replaced under this Limited Warranty are warranted for the remainder of the length of the original Warranty Period. This Limited Warranty applies only to the Purchaser and not to any subsequent purchaser or lessee without the prior written approval from the Director of the Company's Customer Care / Warranty Department.

EXCLUSIONS: Specifically **EXCLUDED** from this Limited Warranty are:

- routine maintenance items, normal wear and tear, cosmetic deterioration or electrical components damaged as a result of fluctuationsin electric current;
- damage to or deterioration of a Vehicle, part or battery charger resulting from an accident or collision, or from the neglect, abuse, or inadequate maintenance of the Vehicles;
- damage resulting from installation or use of parts or accessories not approved by Company, including but not limited to subsequent failures of the Vehicle, other parts or the battery charger due to the installation and/or use of parts and accessories not approved by Company;
- warranty repairs performed by someone other than a Company branch or an authorized and qualified Dealer designee. Warranty repairs performed by someone other than a Company branch or an authorized and qualified Dealer or designee shall void the LimitedWarranty;
- damage or loss resulting from acts of nature, vandalism, theft, war or other events over which Company has no control;
- any and all expenses incurred in transporting the Vehicle to and from the Company or an authorized and qualified Dealer, distributor or designee for warranty service or in performing field warranty service; and
- any and all expenses, fees or duties incurred relative to inbound freight, importation, or customs.

THIS LIMITED WARRANTY MAY BE VOIDED OR LIMITED AT THE SOLE DISCRETION OF COMPANY IF THE VEHICLE AND/OR BATTERY CHARGER:

- – shows indications that routine maintenance was not performed in accordance with the Owner's Manual provided with the Vehicle, including but not limited to rotation of fleet, proper tire inflation, and lack of charging.
- shows indications that non-recommended lubricants were applied to the Vehicle and any part thereof;
- shows indications that the speed governor was adjusted or modified to permit the Vehicle to operate beyond Company specifications;
- shows indications that it has been altered or modified in any way from Company specifications, including but not limited to alterations to the speed braking system, electrical system, passenger capacity or seating;
- has been altered to be used or operated outside of Company approved applications, specified environments or performance conditions;
- is equipped with tires not expressly approved by Company for use with the Vehicles;
- lacks an adequate number of operating battery chargers, or uses unapproved battery chargers for the Vehicle or uses extension cords with battery chargers;
- shows indication that the battery charger has been modified to charged vehicles not approved for the charger;
- has electrical accessories that are not manufactured or sold by the Company for use with the Vehicle or any electrical energy consuming devices installed directly to the battery pack;
- shows indications that the battery pack was disassembled, opened, or tampered with in any way;
- shows indications that attempts may have been made to intentionally reduce the battery pack life;
- contain lithium battery packs that are not paired with the battery management system as supplied by the Company;

Storage and Operation Limitations Condition	Time Allowed
STORAGE BETWEEN CHARGE CYCLES	3 months
STORAGE BETWEEN -22°F (-30°C) AND -4°F (-20°C) **STORAGE ONLY** – NO CHARGING OR DISCHARGING OF BATTERY PACK	1 month
OPERATION OF VEHICLE BELOW -4°F (-20°C) OR ABOVE 140°F (60°C)	**NOT ALLOWED**

USE OF NON-APPROVED PARTS AND ACCESSORIES: THIS LIMITED WARRANTY SHALL NOT APPLY TO ANY PROPERTY DAMAGE OR ADDITIONAL ENERGY CONSUMPTION ARISING FROM OR RELATED TO PARTS OR ACCESSORIES NOT MANUFACTURED OR EXPRESSLY AUTHORIZED BY THE COMPANY, OR WHICH WERE NOT INSTALLED BY THE COMPANY, ITS DEALERS OR DISTRIBUTORS, INCLUDING BUT NOT LIMITED TO GPS SYSTEMS, COOLING AND HEATING SYSTEMS, COMMUNICATION SYSTEMS, INFORMATION SYSTEMS, OR OTHER FORMS OF ENERGY CONSUMING DEVICES WIRED DIRECTLY OR INDIRECTLY TO THE VEHICLE BATTERIES.

REMEDY: Purchaser's sole and exclusive remedy under this Limited Warranty in the event of a defect in material or workmanship in the Vehicle, any part or component, or battery charger during the applicable Warranty Period is that Company will, at its sole option, repair or replace any defective parts. For such warranty repairs or replacements, the Company may, at its discretion, provide factory reconditioned parts or new components from alternate suppliers. All replaced parts become the sole property of the Company. This exclusive remedy will not be deemed to have failed of its essential purpose so long as the Company has made reasonable efforts to repair or replace the defective parts.

DISCLAIMER: THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED FOR THE VEHICLES AND BATTERY CHARGER AND IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL SUCH OTHER WARRANTIES BEING EXPLICITLY DISCLAIMED.

LIABILITY LIMITATIONS: IN NO CASE SHALL THE COMPANY BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DEATH, PERSONAL INJURY OR PROPERTY DAMAGE ARISING FROM OR RELATED TO ANY ALLEGED FAILURE IN A VEHICLE OR BATTERY CHARGER, OR ANY DAMAGE OR LOSS TO THE PURCHASER OR ANY THIRD PARTY FOR LOST TIME, INCONVENIENCE OR ANY ECONOMIC LOSS, WHETHER OR NOT THE COMPANY WAS APPRISED OF THE FORSEEABILITY OF SUCH DAMAGES OR LOSSES. ANY LEGAL CLAIM OR ACTION ARISING THAT ALLEGES BREACH OF WARRANTY MUST BE BROUGHT WITHIN THREE (3) MONTHS FROM THE DATE THE WARRANTY CLAIM ARISES. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. SOME STATES DO NOT ALLOW THE EXCLUSION OF INCIDENTAL DAMAGES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU

WARNING: ANY MODIFICATION OR CHANGE TO THE VEHICLE OR BATTERY CHARGER WHICH ALTERS THE WEIGHT DISTRIBUTION OR STABILITY OF THE VEHICLE, INCREASES THE VEHICLE'S SPEED, OR ALTERS THE OUTPUT OF THE BATTERY CHARGER BEYOND FACTORY SPECIFICATIONS, CAN RESULT IN PROPERTY DAMAGE, PERSONAL INJURY OR DEATH. DONOTMAKEANYSUCHMODIFICATIONSORCHANGES. SUCH MODIFICATIONS OR CHANGES WILL VOID THIS LIMITED WARRANTY. THE COMPANY DISCLAIMS RESPONSIBILITY FOR ANY SUCH MODIFICATIONS, CHANGES OR ALTERATIONS WHICH WOULD ADVERSELY IMPACT THE SAFE OPERATION OF THE VEHICLE OR BATTERY CHARGER.

LITHIUM BATTERY WARRANTY LIMITATIONS, CONDITIONS AND EXCEPTIONS:

- Claims for battery replacement require specific testing, as specified by Company's Customer Care / Warranty Department. The Company, or an authorized Company dealer or distributor, should be contacted to obtain a copy of the required tests.
- **IF IT IS DETERMINED THAT PARTS OR ACCESSORIES WERE INSTALLED DIRECTLY TO THE VEHICLE'S BATTERY PACK WITHOUT THE COMPANY'S EXPRESS WRITTEN APPROVAL, THEN THE WARRANTY FOR THE BATTERY PACK AND THE BATTERY MANAGEMENT SYSTEM SHALL BE VOID.**
- **ALL NON-FACTORY INSTALLED ACCESSORIES REQUIRE THE INSTALLATION AND USE OF A COMPANY APPROVED DC TO DC CONVERTER THAT USES ENERGY FROM ALL BATTERIES.**
- **Electric Vehicle storage facilities must provide the following:**
  - ample electrical power to charge all Vehicles and allow the charger to shut off automatically;
  - battery chargers must each have an independent dedicated 15 amp circuit;
  - each battery charger must be connected to its circuit with at minimum a NEMA 15-5R three-pin receptacle;
  - one (1) functional charger for each Vehicle in the fleet with a proper electrical supply as specified above; and
  - BATTERY CHARGERS MUST BE THE COMPANY APPROVED CHARGERS FOR LITHIUM BATTERY PACK VEHICLES.

OTHER COMPANY RIGHTS:

- Company may perform semi-annual vehicle inspections (directly or through assigned Company representatives) through the term of any fleet lease.
- Company may improve, modify or change the design of any Company vehicle, part or battery charger without being responsible to modify previously manufactured vehicles, parts or battery chargers.
- Company may audit and inspect the Purchaser's facility, maintenance records and its Vehicles prior to approving any warranty claim; furthermore, Company may use a third party to perform such audit or inspection of the Purchaser's storage facilities, and/or batteries.
- THE WARRANTY FOR ALL VEHICLES IN A FLEET SHALL BE VOIDED IF DATA SUBMITTED FOR AN INDIVIDUAL VEHICLE WARRANTY CLAIM CONTAINS FALSE OR MISLEADING INFORMATION.

AUTHORITY: No Company employee, dealer, distributor or representative, or any other person, has any authority to bind Company to any modifications of the terms and conditions of this Limited Warranty without the express written approval from the Director of the Company's Customer Care / Warranty Department

FOR FURTHER INFORMATION, CALL 1-800-774-3946, GO TO EZGO.TXTSV.COM, OR WRITE TO TSV DIVISION OF TEXTRON INC., ATTENTION: TSV CUSTOMER CARE / WARRANTY DEPARTMENT, 1451 MARVIN GRIFFIN ROAD, AUGUSTA, GEORGIA 30906 USA.

TSV P/N 646534G21

Proposal
May 23, 2022

RXV ELITE

STANDARD FEATURES

5-YEAR BATTERY WARRANTY	ZERO MAINTENANCE BATTERIES	ADVANCED INTELLIBRAKE TECHNOLOGY
SAMSUNG SDI LITHIUM BATTERIES	UNBEATABLE ENERGY EFFICIENCY	LOWEST COST OF OPERATIONS

ACCESSORIES

Body Color Bright White	36
Standard Seat Stone Beige	36
Hole-in-One 18 x 8.50 - 8 (4 Ply Rated) - (Set of 4)	36
Spoke, Silver (Set of 4)	36
USB Port	36
Light World Charger, ELiTE (3 m [10 ft] Cord)	36
Sand Bottle (Single)	72
Message Holder	36
Sun Canopy, 54" Stone Beige	36
Windshield, Fold Down	36
Custom Logo/Decals	36
Parts Package	1
Freight	36

Accepted by _____ _____

Proposal
May 23, 2022

PACE SHIELD (60 MONTHS)

STANDARD FEATURES

REAL-TIME VEHICLE DATA	BUILT-IN INTERNAL BATTERY	AUTOMATIC SOFTWARE UPDATES
GEOFENCING & ALERTS	REMOTE VEHICLE & STAGING LOCKDOWN	VEHICLE TRAVEL HISTORY

ACCESSORIES

Accepted by _____ _____

Proposal

May 23, 2022

PACE 10EX (60 MONTHS)

STANDARD FEATURES

REAL-TIME VEHICLE DATA	AUTOMATIC SOFTWARE UPDATES	10" ULTRA-BRIGHT TOUCHSCREEN DISPLAY
ACCURATE HOLE AND YARDAGE GPS	EHANCED HD HOLE GRAPHICS	GEOFENCING & VEHICLE ALERTS

ACCESSORIES

Accepted by _____ _____

PACE 7 (60 MONTHS)

STANDARD FEATURES

FLEET UTILIZATION & VEHICLE REPORT	AUTOMATIC SOFTWARE UPDATES	7" ULTRA-BRIGHT TOUCHSCREEN DISPLAY
ACCURATE HOLE AND YARDAGE GPS	REAL-TIME VEHICLE TRACKING	GEOFENCING & VEHICLE ALERTS

ACCESSORIES

Accepted by _____ _____

Proposal

May 23, 2022

PACE 7EX (60 MONTHS)

STANDARD FEATURES

REAL-TIME VEHICLE DATA	AUTOMATIC SOFTWARE UPDATES	7" ULTRA-BRIGHT TOUCHSCREEN DISPLAY
ACCURATE HOLE AND YARDAGE GPS	EHANCED HD HOLE GRAPHICS	GEOFENCING & VEHICLE ALERTS

ACCESSORIES

Accepted by _____ _____

Proposal

May 23, 2022

FAIR MARKET VALUE LEASE

✓	YEAR	MODEL	QTY	TERM	CAR/MONTH	TOTAL MONTHLY PRICE
	2023	Pace Shield (60 months)	36	60 Month	$18.00	$648.00
	2023	Pace 10EX (60 months)	36	60 Month	$40.00	$1,440.00
	2023	Pace 7 (60 months)	36	60 Month	$30.00	$1,080.00
	2023	Pace 7EX (60 months)	36	60 Month	$36.00	$1,296.00
					MONTHLY AMOUNT	**$4,464.00**

CAPITAL LEASE

✓	YEAR	MODEL	QTY	TERM + Balloon	CAR/MONTH	TOTAL MONTHLY PRICE
	2023	RXV ELiTE	36	60 Month + $1,500.00	$77.44	$2,787.84
					MONTHLY AMOUNT	**$2,787.84**

TRADE VALUATIONS (LEASE)

YEAR	MANUFACTURER	MODEL	QTY	UNIT TRADE AMOUNT	TOTAL TRADE VALUE
2018	E-Z-GO	TXT	30	$4,550.00	$136,500.00

NET DOWN AMOUNT	**$91,500.00**
CASH BACK	**$45,000.00**

PROGRAM DETAILS

NUMBER OF PAYMENTS PER YEAR	PAYMENT MONTHS	DELIVERY	FIRST PAYMENT
12	January - December	May 2023	Month Following Delivery

SPECIAL CONSIDERATIONS

While it is E-Z-GO's intent to hold this pricing, this quote is subject to change due to factors that are beyond the control of E-Z-GO. Final interest rates and pricing will be determined 90 days prior to delivery.

E-Z-GO at its discretion reserves the right to offer an early fleet roll option. To receive an early roll, must enter into a new lease or purchase agreement with E-Z-GO and the existing lease must be current and in good standing. E-Z-GO and the existing lease must be current and in good standing

Accepted by _____ _____

NOTE: All goods ordered in error by the Customer or goods the Customer wishes to return are subject to a restock fee. The restock fee is 3% of the original invoice value of the goods. Prices quoted above are those currently in effect and are guaranteed subject to acceptance within 45 days of the date of this proposal. Applicable state taxes, local taxes, and insurance are not included. Lease rates may change if alternate financing is required. Payment schedule(s) does not include any finance, documentation,or initiation fees that may be included with the first payment. All lease cars and trades must be in running condition and a fleet inspection will be performed prior to pick up. It is the club's responsibility to either repair damages noted or pay for the repairs to be completed. All electric cars must have a working charger. All pricing and trade values are contingent upon management approval. Any change to the accessory list must be obtained in writing at least 45 days prior to production date.

E-Z-GO

Accepted by:_____ _____ Accepted by: _____ _____

Title:_____ _____ Title: _____Territory Sales Manager_____

Date:_____ _____ Date: _____ _____

PUBLIC SERVICE COMPANY OF OKLAHOMA
An AEP Company

TRC

August 2,2022

IMPORTANT INFORMATION ABOUT YOUR PROPERTY

The Clinton Recreational Authority
415 West Gary Boulevard
Clinton, Oklahoma 73601

Re: Clinton - Foss Tap Transmission Line Rebuild Project Supplemental Easement Offer

Dear Landowner,

You are receiving this letter because you own property or live in the area that's part of Public Service Company of Oklahoma's (PSO) Clinton - Foss Tap Transmission Line Rebuild Project. The project involves:

- Updating about 13 miles of 69-kilovolt (kV) transmission line in or near existing easements between the Foss Water Treatment Plant Substation and an existing power line near the intersection of County Road N2240 and County Road E1030 in northwest Clinton
- Updating about 5 miles of 69-kV transmission line in or near existing easements between the Clinton Junction Substation, located off E1060 Road south of Clinton, and the Clinton City Substation, located off East Orient Avenue

In preparation for this project, PSO representatives look to supplement an existing easement on your property to meet updated standards for the safe construction, operation and maintenance of the transmission line.

As part of this process, PSO representatives ask that you please:

- Review the enclosed Supplemental Easement Offer, which modifies the company's rights on your property
- Review the enclosed Survey Exhibit, which displays the approximate location of the easement
- Review the enclosed Easement Payment Schedule, which includes PSO's offer based on its assessed value, and W-9

TRC Companies, Inc., serves as PSO's right-of-way representative for this project. Next steps include an agent contacting you soon to discuss your offer. As a result of the COVID-19 pandemic, TRC right-of-way agents are limiting in-person visits with customers during this process to ensure the public's safety and health.

After talking with an agent, please sign and date each document, have the Supplemental Easement Offer notarized, and return all documents in the enclosed self-addressed, stamped envelope.

You can then expect a check in the agreed-upon amount along with a copy of the fully executed easement documents.

PUBLIC SERVICE COMPANY OF OKLAHOMA
An AEP Company

TRC

Please contact me at 405-313-0413 or SOSutton@trccompanies.com if you have any questions. Thank you in advance for your prompt response.

Sincerely,

Stephen"Oliver" Sutton
Right-of-Way Agent
TRC Companies, Inc., represents PSO

Enclosures: Supplemental Easement Offer, Survey Exhibit, Easement Payment Schedule and W-9

Line Name: Clinton City – Clinton Junction
Easement No. 51
Line No. TLN1140626

SUPPLEMENTAL EASEMENT AND RIGHT OF WAY

THIS SUPPLEMENTAL EASEMENT AND RIGHT OF WAY made by and between **The Clinton Recreation Authority**, whose address is 415 West Gary Boulevard, Clinton, Oklahoma 73601 ("Grantor"), whether one or more persons, and **Public Service Company of Oklahoma**, a(n) Oklahoma corporation, being a unit of American Electric Power, whose principal business address is 1 Riverside Plaza, Columbus, Ohio 43215 ("AEP").

WHEREAS, AEP has electrical facilities built upon a right of way across the property of the Grantor situated in the State of Oklahoma, Custer County, A tract of land being a part of the NE/4 in Section 21, Township 12 North, Range 17 West of the Indian Meridian, being the same premises as described in that certain document dated March 28,2000; recorded in Book 1096, Page 704, of the real property records of Custer County Recorder's Office and

WHEREAS Grantor is the successor in interest to all or part of the lands affected by the Original Facilities.

NOW, THEREFORE, in consideration of the sum of Ten and NO/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which Grantor hereby acknowledges, the Grantor hereby grants and conveys and warrants to AEP this Supplemental Easement and Right of Way ("Easement") for electric transmission, distribution, and communication lines and appurtenant equipment and fixtures to allow for the rebuilding of the line across the property of Grantor set forth above, as follows:

The Easement Area shall be revised to be as more fully described and depicted on Exhibit "A", a copy of which is attached hereto and made a part hereof ("Easement Area").

GRANTOR FURTHER GRANTS AEP THE FOLLOWING RIGHTS

The right, now and in the future, to construct, reconstruct, operate, maintain, alter, improve, extend, inspect, patrol, protect, repair, remove, replace, upgrade and relocate within the Easement Area, poles, towers, and structures, made of wood, metal, concrete or other materials, and crossarms, guys, anchors, grounding systems, and all other appurtenant equipment and fixtures, and to string conductors, wires and cables ("Facilities"); together with the right to add to said Facilities from time to time, and the right to do anything necessary, useful or convenient for the enjoyment.

The right, in AEP's discretion, to cut down, trim, remove, and otherwise control, using herbicides or tree growth regulators or other means any and all trees, overhanging branches, vegetation and brush situated within the Easement Area. AEP shall also have the right to cut down, trim or remove trees situated on lands of Grantor which adjoin the Easement Area when in the opinion of AEP those trees may endanger the safety of, or interfere with the construction, operation or maintenance of Facilities or ingress or egress to, from or along the Easement Area.

The right of unobstructed ingress and egress, at any and all times, over, across and along and upon the Easement Area, and across the adjoining lands of Grantor as may be necessary for access to and from the Easement Area for the above referenced purposes.

THIS GRANT IS SUBJECT TO THE FOLLOWING CONDITIONS:

In no event shall Grantor, its heirs, successors, and assigns plant or cultivate any trees or place, construct, install, erect or permit any temporary or permanent building, structure, improvement or obstruction including but not limited to, storage tanks, billboards, sign, sheds, dumpsters, light poles, water impoundments, above ground irrigation systems, swimming pools or wells, or permit any alteration of the ground elevation, over, or within the Easement Area. AEP may, at Grantor's cost, remove any structure or obstruction if placed within the Easement Area, and may re-grade any alterations of the ground elevation within the Easement Area.

AEP agrees to repair or pay the Grantor for actual damages sustained by Grantor to crops, fences, gates, irrigation and drainage systems, drives, or lawns that are permitted herein, when such damages arise out of AEP's exercise of the rights herein granted.

The failure of AEP to exercise any of the rights granted herein, or the removal of any Facilities from the Easement Area, shall not be deemed to constitute an abandonment or waiver of the rights granted herein.

This Easement contains the complete agreement, express and implied between the parties herein and shall inure to the benefit of and be binding on their respective successors, assigns, heirs, executors, administrators, lessees, tenants, and licensees.

This Easement may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

Any remaining space on this page left intentionally blank. See next page for signatures.

GRANTOR

The Clinton Recreation Authority

By: _____

Title: _____

STATE OF OKLAHOMA)

COUNTY OF CUSTER) SS:

This Instrument was acknowledged before me on the ____ day of _____, 2022, by _____ as _____ of **The Clinton Recreation Authority, Clinton, Oklahoma**

_____
Notary Public

_____
Notary Public (Print/Type Name)

My Commission Expires: _____

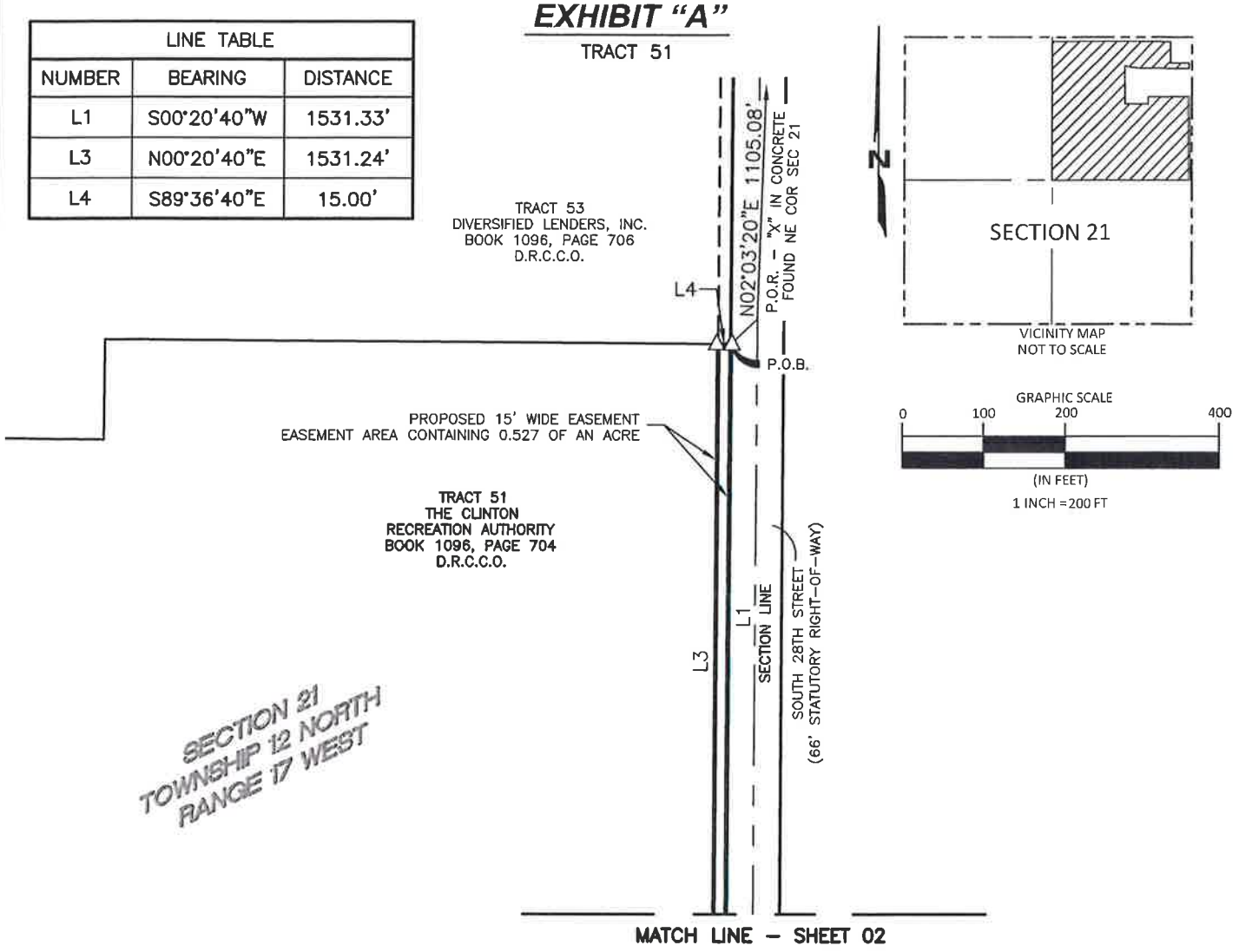
This Instrument Prepared by Kenneth E. McDonough, Assistant General Counsel – Real Estate, American Electric Power Service Corporation, 1 Riverside Plaza, Columbus, OH 43215- for and on behalf of Public Service Company of Oklahoma, a unit of American Electric Power.

When recorded return to: American Electric Power Company – Transmission Right of Way, 212 E. 6th Street, Tulsa, OK 74119

EXHIBIT "A"

TRACT 51

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S00°20'40"W	1531.33'
L3	N00°20'40"E	1531.24'
L4	S89°36'40"E	15.00'



LEGEND

D.R.C.C.O.	DEED RECORDS, CUSTER COUNTY, OKLAHOMA
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
△	CALCULATED POINT
▭	EASEMENT AREA
———	SECTION LINE
—— — ——	1/4 SECTION LINE
———	SUBJECT PROPERTY LINE
———	PROPERTY LINE
— — — —	PROPOSED EASEMENT
———	STATUTORY RIGHT OF WAY

LICENSED PROFESSIONAL LAND SURVEYOR
JASON SULLIVAN 1791
OKLAHOMA

Jason Sullivan 3/14/22

JASON SULLIVAN DATE
PLS #1791
C.O.A. #4216 EXPIRES: 6/30/2023

NOTES:

1. THIS EXHIBIT DOES NOT REFLECT ANY UNDERGROUND UTILITIES, EASEMENT OF RECORD OR OTHER ENCUMBRANCES THAT MAY AFFECT THE SUBJECT TRACT.
2. REFERENCE IS MADE TO THE DESCRIPTION OF EVEN DATE ACCOMPANYING THIS SKETCH.
3. BEARING BASIS: BEARINGS SHOWN HEREON ARE GRID, BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH ZONE.
4. ALL DISTANCES SHOWN HEREON ARE SURFACE DISTANCES, DERIVED USING A COMBINED SCALE FACTOR OF 1.00005981326313.

THIS SURVEY PLAT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ESTABLISHED BY THE OKLAHOMA STATE BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS

SAM™

1341 W. Mockingbird Lane,
Suite 400W, Dallas, TX 75247
Ph: (214) 631-7888 Fax: (214) 631-7103
EMAIL: SAM@SAM.BIZ

SURV. PROJ. NUMBER: 1021060452

LINE NAME: CLINTON JUNCTION - CLINTON
NEW LINE NUMBER: TLN114:0626
EASEMENT NUMBER: 51

AMERICAN ELECTRIC POWER COMPANY

EASEMENT ACROSS THE LANDS OF
THE CLINTON RECREATION AUTHORITY
CONTAINING 0.527 OF AN ACRE

SECTION 21, TOWNSHIP 12 NORTH, RANGE 17 WEST
INDIAN MERIDIAN, CUSTER COUNTY, OKLAHOMA

SCALE: 1"=200'	SITE VISIT: 05/02/2021	DRAWN: CC	PAGE: 01 OF 03

\\SAMINC\DAL\PROJECTS\1021060452\100\SURVEY\03EXHIBITS_60452-EX-TRACT_51.DWG

EXHIBIT "A"

BEING A TRACT OF LAND SITUATED IN THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 12 NORTH, RANGE 17 WEST OF THE INDIAN MERIDIAN, CUSTER COUNTY, OKLAHOMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST STATUTORY RIGHT-OF-WAY LINE OF SOUTH 28TH STREET (66' STATUTORY RIGHT-OF-WAY) AND THE COMMON LINE OF A TRACT OF LAND DESCRIBED IN DEED TO THE CLINTON RECREATION AUTHORITY, RECORDED IN BOOK 1096, PAGE 704 OF THE DEED RECORDS OF CUSTER COUNTY, OKLAHOMA (D.R.C.C.O.) AND A TRACT OF LAND DESCRIBED IN DEED TO DIVERSIFIED LENDERS, INC, RECORDED IN BOOK 1096, PAGE 706, D.R.C.C.O., FROM WHICH A "X" IN CONCRETE FOUND AT THE NORTHEAST CORNER OF SAID SECTION 21 BEARS NORTH 02 DEGREES 03 MINUTES 20 SECONDS EAST, A DISTANCE OF 1,105.08 FEET;

THENCE SOUTH 00 DEGREES 20 MINUTES 40 SECONDS WEST, ON AND ALONG SAID WEST STATUTORY RIGHT-OF-WAY LINE, A DISTANCE OF 1,531.33 FEET TO THE SOUTH LINE OF SAID NORTHEAST 1/4 TO A POINT FOR CORNER, FROM WHICH A 1/2-INCH IRON ROD WITH CAP FOUND AT THE EAST 1/4 CORNER OF SAID SECTION 21 BEARS SOUTH 89 DEGREES 15 MINUTES 40 SECONDS EAST, A DISTANCE OF 33.00 FEET;

THENCE NORTH 89 DEGREES 15 MINUTES 40 SECONDS WEST, ON AND ALONG SAID SOUTH LINE, A DISTANCE OF 15.00 FEET TO A POINT FOR CORNER;

THENCE NORTH 00 DEGREES 20 MINUTES 40 SECONDS EAST, LEAVING SAID SOUTH LINE, A DISTANCE OF 1,531.24 FEET, BACK TO SAID COMMON LINE TO A POINT FOR CORNER;

THENCE SOUTH 89 DEGREES 36 MINUTES 40 SECONDS EAST, ON AND ALONG SAID COMMON LINE, A DISTANCE OF 15.00 FEET, BACK TO THE **POINT OF BEGINNING**, CONTAINING 0.527 OF AN ACRE OF LAND, MORE OR LESS.

BEARING BASIS: BEARINGS SHOWN HEREON ARE GRID, BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NAD 83(2011), NORTH ZONE. ALL DISTANCES SHOWN HEREON ARE SURFACE DISTANCES, DERIVED USING A COMBINED SCALE FACTOR OF 1.00005981326313.

THIS SURVEY MEETS THE MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

Jason Sullivan
3/14/22
JASON SULLIVAN
PLS# 1791
SURVEYING AND MAPPING, LLC.



Line Name: Clinton Natural Gas Tap

Line No.: TLN114:0626 **Easement No.:** 51

EASEMENT PAYMENT SCHEDULE

THE UNDERSIGNED:

GRANTOR: The Clinton Recreational Authority

ADDRESS: 415 West Gary Boulevard, Clinton, Oklahoma 73601

HEREBY OFFER to accept amount as determined in accordance with the schedule below in full payment of the Easement and Right of Way for an electric transmission, distribution and communication lines, being, in, on, over, under, through and across the land of the Undersigned under an easement dated _____, 2022 from the Undersigned to the Company, to wit:

PAYMENT SCHEDULE

Easement Acquisition Cost Description:	**Easement Paid**	**Damages Paid**
Easement Consideration Paid - 0.527 Acres +/- @ $3,500.00 Flat Fee	$3,500.00	
Northeast Quarter section, Section 21, Township No. 12 North, Range No. 17 West, Custer County, State of Oklahoma.		
Sub-Totals	$3,500.00	$0.00
Total Consideration includes Initial Consideration Paid		$3,500.00

The amounts so determined are full payment for the Easement and Right of Way. Any construction damages will be paid separately unless noted above.

Accepted on _____, 2022

TRC Pipeline Services, LLC Contract Agent for:

Public Service Company of Oklahoma

By: _____

Field Agent: _____

Signed on _____, 2022

GRANTOR

The Clinton Recreational Authority

By: _____

Title: _____

Attach Required W-9

For Office Use Only:

GL	PCBU	Project BPID	Work Order	Account	Dept.	CC	Act	ZIP CODE
114	**TRANS**	**A20003004**	**T10130438001**	**1070001**	**10425**	**942**	**412**	**73601**

IA008/16/2022

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.

(This item is placed on the agenda so the Clinton City Council, by unanimous consent, can designate those routine items they wish to be approved by one motion. If an item does not meet the approval of all members, that item will be heard in regular order.)

PUBLIC NOTICE OF A REGULAR MEETING OF THE INDUSTRIAL AUTHORITY TUESDAY, AUGUST 16, 2022 AT 5:30 PM CLINTON CITY HALL

AGENDA

Source listing: 08/16/2022 Meetings
Original source: https://agendas.clintonok.gov/archive/2022/081622/launch.html
Original authority agenda: https://agendas.clintonok.gov/archive/2022/081622/AA081622.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2022/081622/HA081622.htm
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Original authority agenda: https://agendas.clintonok.gov/archive/2022/081622/RA081622.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2022/081622/RM081622.htm
Original authority agenda:
https://agendas.clintonok.gov/archive/2022/081622/RM081622AMENDED.htm

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

    A. Dan Day, Prayer
    Bobby Stewart, Post Commander, American Legion Post 41

2. CONSIDER APPROVAL OF CONSENT AGENDA

    A. Minutes from the August 2, 2022 Regular Meeting

3. DISCUSSION, CONSIDERATION, AND POSSIBLE ACTION REGARDING:

    A. MEETING/EVENT GRANT APPLICATION – C-TOWN GIRLS SOFTBALL LEAGUE $5,000

4. NEW BUSINESS (If any, pursuant to Section 311.9 of the Oklahoma Open Meeting Act.)

5. COUNCIL COMMENTS

6. CITY MANAGER’S COMMENTS

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

8. ADJOURN

Filed this 12 th day of August 2022, Posted on the bulletin board in the lobby of the Clinton City Hall August 12, 2022 at 10:00 a.m.

_____

Not recorded

MINUTES OF INDUSTRIAL AUTHORITY MEETING
AUGUST 2, 2022

Minutes of the regular meeting of the Chairman and Trustees of the Clinton Industrial Authority City of Clinton, Oklahoma, Custer County, held in the City Council Room, City Hall on Tuesday, August 2, 2022, at 5:30 p.m. A notice of this meeting with agenda was posted on the bulletin board in the lobby of Clinton City Hall on July 29, 2022, at 4:00 p.m.

Chairman David Berrong called the meeting to order at 5:31 p.m. with the following present:

CHAIRMAN: David Berrong
TRUSTEES: Patch McComas, Ernie Dowdell (absent), Arthur Lloyd, Ernesto Villanueva
MANAGER: Robert Johnston
CITY TREASURER: Debra Blanchard
CITY ATTORNEY: Ryan Meacham
CITY CLERK: Amy Jones
NEWS MEDIA: Nydia Campbell, Mike Smith
OTHERS: Gene McCullough, Jeff Johnson, Joshua McGuire, Lana Johnston, Danny & Patricia Tharp, Bobby & Judy Stewart, Tracy Yoder, and others.

Gene McCullough opened the meeting with prayer and Bobby Stewart, Post Commander, American Legion Post 41 led the Pledge of Allegiance.

AGENDA ITEM NO. 2: CONSENT AGENDA

A. Minutes of Regular Meeting of July 19, 2022
B. Consider Claims
C. Acknowledge Financial Reports from the month ending 6/30/2022

Motion was made by Trustee McComas and seconded by Trustee Lloyd that Consent Agenda Items be approved.

Chairman put the motion to a roll call vote:

Aye: McComas, Lloyd, Villanueva, Berrong
Nay: None

Chairman declared the motion carried.

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

None

AGENDA ITEM NO. 4 NEW BUSINESS:

None

AGENDA ITEM NO. 5: TRUSTEE REPORT
None

AGENDA ITEM NO. 6: MANAGER'S REPORT
None

AGENDA ITEM NO. 7: AUDIENCE PARTICIPATION (According to Audience Participation Decorum Guidelines at Clinton City Council Public Meetings effective: 2/14/2017)
None

AGENDA ITEM NO. 8: ADJOURNMENT

Moved by Trustee McComas and seconded by Trustee Villanueva to adjourn the meeting.

Chairman put the motion to a roll call vote:

Aye: Lloyd, McComas, Villanueva, Berrong
Nay: None

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

_____
Date Approved

_____
David D Berrong, Chairman

Meeting/Event Grant Application

Requests Must be Submitted Prior to the 1st Tuesday of Each Month to be included in the Chamber of Commerce Executive Board Agenda.

Applications should be mailed to: The Clinton Chamber of Commerce 101 S. 4th St. Clinton, OK 73601.

Organization Applicant Information

Organization/Agency Name: C-Town Girls Softball League		Date: 8.1.2022
Mailing Address: 801 Frisco		Phone: 580.774.4998
City: Clinton	State: OK	ZIP Code: 73601
Year Founded/Established: 2015	Non-Profit: Yes (No) (Please circle)	Website:
Type of Organization/Agency (brief description of activities and primary purpose): Softball League		

Event/Emergency Contact Information

Event Contact Person: Shea Meget		Title: President
Address: 2505 Quail Run		Phone: 580.774.4998
City: Clinton	State: OK	Zip: 73601
Email Address: megetshea@gmail.com		2nd Phone: 580.330.0482

Meeting/Event Information

Name of Meeting/Event: C-Town Girls Softball League Fall & Spring League			
Date Event Begins	Fall (Sept-Oct) Spring (Apr-June)	Date Event Ends	
Full Description of proposed Fund usage for Meeting/Event (Be specific): See Attached			

Date of Last Meeting/Event	6/2021	Number/Years Previously Received Funds	4	Meeting/Event Funding Amount Requested:	$ 5,000

Clinton
Hub City of Western Oklahoma

Meeting/Event Grant Application (Continued)

Organization/Agency Name: C-Town Girls Softball League	Date: 8.1.2022

Economic Impact

Anticipated Economic Benefit or Impact to the City of Clinton:	$70,000 for Fall League plus an additional Spring League this year						
Expected Visitor Attendance to Clinton:	250/night 3 nts/week plus tournaments	Local Visitors (within 75 miles)	100/night 3-4 nts/week plus tourn.	Area Visitors (outside 75 miles)	150/night 3-4 nights/week plus tournaments	Out of State Visitors	0
Total Expected Number of Hotel/Motel Room Nights Required (# nights x # rooms)			Host Hotel/Motel:				
Overflow Hotels/Motels:	N/A						
Anticipated Meeting/Event Facilities Required:	Acme Brick Park Softball & Baseball Fields						

Dispersal Information

Name and Address to Appear on Check: C-Town Girls Softball League		
Name: C-Town Girls Softball League		
Address: 801 Frisco Ave.		
City: Clinton	State: OK	ZIP Code: 73601

Terms

We acknowledge the Organization information included in this application is true and accurate with no facts having been in any way misrepresented.

Should an approved event be CANCELED after the funds have been disbursed, then we, the Organization, agree to repay all funds received within 30 days of the scheduled event or date of cancellation.

Authorized Applicant Signature: Shea Meget	Applicant Title: League President
Printed Name: Shea Meget	Application Date: 8.1.2022

Before submitting this request, please ensure all pages have been completed in their entirety and proper signatures are included. If a question is not answered, please state why it is not answered.

Funding Process

The Clinton Chamber of Commerce Executive Board will review all applications during the Executive Session scheduled on the 2nd Wednesday of each month. Once reviewed, recommendations will be presented to the City of Clinton City Council during 3rd Tuesday regularly scheduled meetings.

A representative from the organization requesting funds may be present at the Clinton Chamber of Commerce Executive Board meeting and the Clinton City Council meeting to address any questions or concerns.

Clinton Chamber of Commerce Executive Board Funding Recommendation

Grant Amount Recommended to the Clinton City Council for Final Approval: $ 5,000.00	Date: 8-10-22
Traci Heerwald	Traci Heerwald
Signature of Clinton Chamber of Commerce Board Chair or Acting Chair	Printed Name:

To organize a platform to further the development of youth softball in the Clinton Community and the surrounding areas, to enhance player development, and encourage interest and ethusiasm for the sport, and to promote sportsmanship and competition in one complex. This grant would enable us to make entry fees more affordable for each team which would allow us to reach more towns that would have to drive further to play here that normally wouldn't be able to participate. Costs of fall elague include softball supplies, awards, equipment, umpires, field equipment, and other unforeseen items. Capturing this grant would enable us to bring teams into the Clinton community 3 nights a week for 5 weeks with a 2-day tournament in the Fall, plus a 5-week League in the Spring with 2 additional tournaments. We would have large numbers of out of town guests spending their money here in Clinton eating, getting fuel, shopping, etc. for an estimated total of 19 nights during our fall season and 24 nights during the spring. This grant would also allow us to continue to put money back in to the facilities. C-Town Girls Softball has recently purchased (along with the City of Clinton) awnings for shade on 2 of the fields, new fences which allow us to host more age divisions on more of the fields, and it has allowed us to be able to host a Spring League with Summer Tournaments.

(This item is placed on the agenda so the Clinton City Council, by unanimous consent, can designate those routine items they wish to be approved by one motion. If an item does not meet the approval of all members, that item will be heard in regular order.)

PUBLIC NOTICE OF A REGULAR MEETING OF THE HOSPITAL AUTHORITY TUESDAY, AUGUST 16, 2022 AT 5:30 PM CLINTON CITY HALL

AGENDA

Source listing: 08/16/2022 Meetings
Original source: https://agendas.clintonok.gov/archive/2022/081622/launch.html
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Original authority agenda:
https://agendas.clintonok.gov/archive/2022/081622/RM081622AMENDED.htm

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

    A. Dan Day, Prayer
    Don Miller, Post Commander, American Legion, Post 41

2. CONSIDER APPROVAL OF CONSENT AGENDA

    A. Minutes from August 2, 2022 Regular Meeting

3. DISCUSSION, CONSIDERATION, AND POSSIBLE ACTION REGARDING:

    A. Request for Executive Session Pursuant to Section 307 B (4) of the OK Open Meeting Act Confidential Communications Between a Public Body and Its Attorney Regarding Clint on HMA, LLC, Plaintiff and the Clinton Hospital Authority, Defendant;

    B. Reconvene from Executive Session;

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

4. NEW BUSINESS (If any, pursuant to Section 311.9 of the Oklahoma Open Meeting Act.)

5. COUNCIL COMMENTS

6. CITY MANAGER'S COMMENTS

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

8. ADJOURN

Filed this 12 th day of August, 2022, Posted on the bulletin board in the lobby of the Clinton City Hall August 12, 2022 at 10:00 a.m.

_____

Not recorded

MINUTES OF HOSPITAL AUTHORITY MEETING
AUGUST 2, 2022

Minutes of the regular meeting of the Chairman and Trustees of the Clinton Hospital Authority City of Clinton, Oklahoma, Custer County, held in the City Council Room, City Hall on Tuesday, August 2, 2022, at 5:30 p.m. A notice of this meeting with agenda was posted on the bulletin board in the lobby of Clinton City Hall on July 29, 2022, at 4:00 p.m.

Chairman David Berrong called the meeting to order at 5:38 p.m. with the following present:

CHAIRMAN: David Berrong
TRUSTEES: Patch McComas, Ernie Dowdell (absent), Arthur Lloyd, Ernesto Villanueva
MANAGER: Robert Johnston
CITY TREASURER: Debra Blanchard
CITY ATTORNEY: Ryan Meacham
CITY CLERK: Amy Jones
NEWS MEDIA: Nydia Campbell, Mike Smith
OTHERS: Gene McCullough, Jeff Johnson, Joshua McGuire, Lana Johnston, Danny & Patricia Tharp, Bobby & Judy Stewart, Tracy Yoder, and others.

Gene McCullough opened the meeting with prayer and Bobby Stewart, Post Commander, American Legion Post 41 led the Pledge of Allegiance.

AGENDA ITEM NO. 2: CONSENT AGENDA

A. Minutes of Regular Meeting of July 19, 2022
B. Consider Claims
C. Acknowledge Receipt of Financial Reports Month Ending 6/30/2022

Motion was made by Trustee McComas and seconded by Trustee Lloyd that Consent Agenda Items be approved.

Chairman put the motion to a roll call vote:

Aye: Lloyd, McComas, Villanueva, Berrong
Nay: None

Chairman declared the motion carried.

AGENDA ITEM NO. 3 Discussion, Consideration, and Possible Action Regarding:

A. Request for Executive Session pursuant to Section 307 B(4) of the OK Open Meeting Act Confidential Communications between a Public Body and its attorney.

Motion was made by Trustee McComas and seconded by Trustee Villanueva to go into Executive Session at 5:39 p.m. pursuant to Section 307 B (4) of the OK Open Meeting Act Confidential Communications between a Public Body and its attorney; and to invite Manager Robert Johnston and Attorney Ryan Meacham to join.

Chairman put the motion to a roll call vote:

Aye: Lloyd, McComas, Villanueva, Berrong
Nay: None

Chairman declared the motion carried

B. Reconvene from Executive Session

Motion was made by Trustee McComas and seconded by Trustee Lloyd to reconvene to the regular meeting at 5:54 p.m. and no actions were taken during the Executive Session.

Chairman put the motion to a roll call vote:

Aye: Lloyd, McComas, Villanueva, Berrong
Nay: None

Chairman declared the motion carried.

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

Mayor reported that there are no actions arising from the Executive Session.

AGENDA ITEM NO. 4: NEW BUSINESS (If any, pursuant to Section 311.9 of the Oklahoma Meeting Act.)
None

AGENDA ITEM NO. 5: TRUSTEE REPORT
None

AGENDA ITEM NO. 6: CITY MANAGER'S REPORT
None

AGENDA ITEM NO. 7: ADJOURNMENT

Moved by Trustee McComas and seconded by Trustee Villanueva to adjourn the meeting.

Chairman put the motion to a roll call vote:

Aye: Lloyd McComas, Villanueva, Berrong
Nay: None

Chairman declared the meeting adjourned at 5:54 pm.

_____
Date Approved

_____
David D. Berrong, Chairman

AA08/16/2022

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.

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(This item is placed on the agenda so the Clinton City Council, by unanimous consent, can designate those routine items they wish to be approved by one motion. If an item does not meet the approval of all members, that item will be heard in regular order.)

PUBLIC NOTICE OF A REGULAR MEETING OF THE AIRPORT AUTHORITY TUESDAY, AUGUST 16, 2022 AT 5:30 PM CLINTON CITY HALL

AGENDA

Source listing: 08/16/2022 Meetings
Original source: https://agendas.clintonok.gov/archive/2022/081622/launch.html
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Original authority agenda:
https://agendas.clintonok.gov/archive/2022/081622/RM081622AMENDED.htm

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

    A. Dan Day, Prayer
    Don Miller, Post Commander, American Legion, Post 41

2. CONSIDER APPROVAL OF CONSENT AGENDA

    A. Minutes from August 2, 2022, Regular Meeting

3. DISCUSSION, CONSIDERATION, AND POSSIBLE ACTION REGARDING:

    A. Amendment No. 4 to Owner-Engineer Agreement Reconstruct T-Hangar Apron AIP-3-40-0021-018-2021 Additional Services to be performed by engineer: Attachment 1 “additions” and Attachment 2 “Project understanding”

    B. Amendment No. 5 to Owner- Engineer Agreement Rehabilitate Terminal Apron OAC CLK -22A-FS additional services to be performed by engineer-Attachment 1 “additions” and

Attachment 2 “Project understanding”

C. Amendment No. 6 to Owner-Engineer Agreement Rehabilitate Runway 17/35 OAC CLK-22B-FS, AIP 3-40-0021-019-2022 additional services to be performed by engineer- Attachment 1 “additions” and Attachment 2 “Project understanding ”

4. NEW BUSINESS (If any, pursuant to Section 311.9 of the Oklahoma Open Meeting Act.)

5. COUNCIL COMMENTS

6. CITY MANAGER’S COMMENTS

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

8. ADJOURN

Filed this 12 th day of August 2022, Posted on the bulletin board in the lobby of the Clinton City Hall August 12, 2022 at 2:00 p.m.

_____

Not recorded

MINUTES OF AIRPORT AUTHORITY MEETING
AUGUST 2, 2022

Minutes of the regular meeting of the Chairman and Trustees of the Clinton Airport Authority City of Clinton, Oklahoma, Custer County, held in the City Council Room, City Hall on Tuesday, August 2, 2022, at 5:30 p.m. A notice of this meeting with agenda was posted on the bulletin board in the lobby of Clinton City Hall on July 29, 2022, at 4:00 P.M.

Chairman David Berrong called the meeting to order at 5:31 p.m. with the following present:

CHAIRMAN: David Berrong
TRUSTEES: Patch McComas, Ernie Dowdell (absent), Arthur Lloyd, Ernesto Villanueva
MANAGER: Robert Johnston
CITY TREASURER: Debra Blanchard
CITY ATTORNEY: Ryan Meacham
CITY CLERK: Amy Jones
NEWS MEDIA: Nydia Campbell, Mike Smith
OTHERS: Gene McCullough, Jeff Johnson, Joshua McGuire, Lana Johnston, Danny & Patricia Tharp, Bobby & Judy Stewart, Tracy Yoder, and others.

Gene McCullough opened the meeting with prayer and Bobby Stewart, Post Commander, American Legion Post 41 led the Pledge of Allegiance.

AGENDA ITEM NO. 2: CONSENT AGENDA

A. Minutes of Regular Meeting of July 5, 2022
B. Consider Claims
C. Acknowledge Financial Reports from the Month ending 06/30/22
D. Payment Request No. 4 by Diversified Construction in the Amount of $30,027.22 for Repairs to Hangars 2 and 3
E. Payment Request No. 1 by Diversified Construction in the Amount of $45,199.50 for Repairs to Hangar 4

Motion was made by Trustee McComas and seconded by Trustee Villanueva that the Consent Agenda Items be approved.

Chairman put the motion to a roll call vote:

Aye: Lloyd, McComas, Villanueva, Berrong
Nay: None
Chairman declared the motion carried.

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

A. Resolution AA22-02 Accepting FAA Grant AIP-3-0—21-01902022 for Runway Rehabilitation

Manager Johnston stated that the FAA/OAC grant process is much different than any other funding for capital projects that the City does, but the process has always resulted in the intended benefits to Clinton Regional Airport. This group of needed improvements is more complicated than usual as it has multiple grants and improvements to be completed in a 'single' package. The OAC staff went out of their way to assist us in obtaining all of this funding. Approval of the resolution accepting the FAA grant to rehabilitate the main runway is the first step in the process.

Motion was made by Trustee McComas and seconded by Trustee Lloyd that the Resolution AA22-02 Accepting a Federal Aviation Administration Grant Offer for Airport Improvement Project (AIP 3-40-0021-015-2022) at Clinton Regional Airport for "Runway Rehabilitation" and Authorize the Mayor to Execute the Grant Agreement and all Necessary Documents be approved.

Chairman put the motion to a roll call vote:

Aye: Lloyd, McComas, Villanueva, Berrong
Nay: None

Chairman declared the motion carried.

B. Acceptance of the OAC Grant CLK-23A-FS to Rehabilitate the Terminal Apron and Authorizing the Mayor to Execute all Contract Documents

Manager Johnston presented the information regarding the OAC grant to rehabilitate the terminal apron as the second step.

Motion was made by Trustee McComas and seconded by Trustee Lloyd to accept the OAC Grant CLK-23A-FS to rehabilitate the terminal apron and authorizing the Mayor to execute all contract documents.

Chairman put the motion to a roll call vote:

Aye: Lloyd, McComas, Villanueva, Berrong
Nay: None
Chairman declared the motion carried.

C. Acceptance of OAC Grant CLK-23-B-FS to Rehabilitate of Runway and Authorizing the Mayor to Execute all Contract Documents

Manager Johnston presented the information regarding the OAC grant to provide state funding for the main runway as the third step.

Motion was made by Trustee McComas and seconded by Trustee Lloyd to accept the OAC Grant CLK-23B-FS to rehabilitate the terminal apron and authorizing the Mayor to execute all contract documents.

Chairman put the motion to a roll call vote:

Aye: Lloyd, McComas, Villanueva, Berrong
Nay: None
Chairman declared the motion carried

D. Acceptance of Bid for Rehabilitation on Runway 17/35 & Terminal Aprons and Reconstruction of T-Hangar Aprons and Authorizing Execution of Change Order No. One in the Amount of $170,290.00

Manager Johnston stated that now the funding is in place, acceptance of the construction bids is needed. Parkhill Engineering has provided a written recommendation to accept the base bid of Circle S Paving Co., Inc. in the amount of $2,297,218.00, subject to the receipt of the FAA/OAC grants. Change Order No. One In the amount of $170,290.00 was also presented. While analyzing the bids, it was discovered that that quantity unit for bid item no. 43, P-401 Asphalt Surface Course had inadvertently printed as Square Yards instead of Tons in the bid proposal. This results in an insufficient quantity of asphalt to complete that portion of the project and requires a change order. Johnston commented that, by utilizing the pay item system of bidding, Parkhill is confident that we can work within the budget to complete all necessary work without major cost over runs.

The motion was made by Trustee McComas and seconded by Trustee Villanueva to accept the bid from Circle S Paving, Inc. for the Rehabilitation on Runway 17/35 & Terminal Aprons and Reconstruction of T-Hangar Aprons and Authorizing Execution of Change Order No One in the amount if $170,290.00 for total project cost of $3,067,508.00 subject to the receipt of the FAA/OAC grants as stated in the recommendation from Parkhill.

Chairman put the motion to a roll call vote:

Aye: Lloyd, McComas, Villanueva, Berrong
Nay: None
Chairman declared the motion carried

AGENDA ITEM 4 NEW BUSINESS (If any, pursuant to Section 311.9 of the Oklahoma Open Meeting Act.):
None

AGENDA ITEM NO. 5: TRUSTEE REPORT
None

AGENDA ITEM NO. 6: MANAGER'S REPORT

None

AGENDA ITEM NO. 7: ADJOURNMENT

Moved by Trustee McComas and seconded by Trustee Villanueva to adjourn the meeting.

Chairman put the motion to a roll call vote:

Aye: Dowdell, Lloyd, McComas, Villanueva, Berrong
Nay: None

Chairman declared the meeting adjourned at 5:37 p.m.

_____
Date Approved

_____
David D. Berrong, Chairman

AMENDMENT NO. 4 TO OWNER-ENGINEER AGREEMENT

Subject of Amendment: Additional Services

1. Background Data:

a. Effective Date of OWNER-ENGINEER Agreement Assignment: **August 17, 2021**

b. OWNER: **City of Clinton**

c. ENGINEER: **Parkhill**

d. Project: **Reconstruct T-Hangar Apron**
AIP 3-40-0021-018-2021

2. Nature of Amendment

Additional Services to be performed by ENGINEER.

3. Description of Additions

Attachment 1, "Additions"
Attachment 2, "Project Understanding"

OWNER and ENGINEER hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is August 16, 2022.

OWNER: City of Clinton	ENGINEER: Parkhill
By: David Berrong	By: Mark Haberer, P.E.
Title: Mayor	Title: Director of Aviation
Date Signed:	Date Signed: 08/12/2022

Clinton Regional Airport

Attachment No. 1 to Amendment No. 4

Additions

A1. ENGINEER shall perform the following Additional Services:

a. Task 4BID—Bidding Phase Services
b. Task 6RPR—Resident Project Representative Services
c. Task 9SSC—Construction Materials Testing and Review
d. Task 11FG—FAA Grant Administration Services

A2. For the Additional Services or the modifications to services set forth above, OWNER shall pay ENGINEER the following additional compensation:

a.	Lump Sum	$	5,500.00
b.	Lump Sum	$	26,250.00
c.	Lump Sum	$	7,200.00
d.	Lump Sum	$	8,400.00

Clinton Regional Airport

Attachment 2 to Amendment No. 4

Project Understanding

The scope of this project shall be to reconstruct the asphalt t-hangar apron at the Clinton Regional Airport, designed under the FY 20 FAA grant.

Detailed Scope of Services

A. Task 4BID—Bidding Phase Services. Parkhill will:

   a. Issue Bid Documents
   b. Prepare Solicitation for Bids for the Owner to Publish
   c. Attend and conduct Pre-Bid Conference
   d. Provide response to bidders' questions and issue addenda as necessary
   e. Prepare a detailed tabulation of bids
   f. Evaluate bid proposal and make recommendation of contract award

B. Task 6RPR—Resident Project Representative Services. Parkhill will:

   a. Provide RPR Services as detailed in Exhibit C "Duties, Responsibilities, and Limitations of Authority of Resident Project Representative". RPR time reflects 30 Working Days to final Project completion and proposed on lump sum basis.

C. Task 9SSC—Construction Materials Testing and Review Services. Parkhill will:

   a. Provide required construction materials testing, in accordance with the testing frequencies defined in the Project Specifications, though an independent materials testing laboratory and review all testing that is performed by the Contractor.

D. Task 11FG—FAA Grant Administration Services. Parkhill will:

   a. Prepare and submit Notice of Proposed Construction (Airspacing)
   b. Prepare Application for Federal Assistance (Grant Application)
   c. Prepare Invoice Summaries for DELPHI Requests (monthly)
   d. Prepare Final SF-271 Outlay Report and Request for Reimbursement
   e. Prepare SF-425 Federal Financial Report-Final
   f. Prepare Distribution of AIP Grant Costs-Final
   g. Prepare Grant Close-Out Packet

AMENDMENT NO. 5 TO OWNER-ENGINEER AGREEMENT

Subject of Amendment: Additional Services

1. Background Data:

a. Effective Date of OWNER-ENGINEER Agreement Assignment: **August 17, 2021**

b. OWNER: **City of Clinton**

c. ENGINEER: **Parkhill**

d. Project: **Rehabilitate Terminal Apron**
OAC CLK-22A-FS

2. Nature of Amendment

Additional Services to be performed by ENGINEER.

3. Description of Additions

Attachment 1, "Additions"
Attachment 2, "Project Understanding"

OWNER and ENGINEER hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is August 16, 2022.

OWNER: City of Clinton	ENGINEER: Parkhill
By: David Berrong	By: Mark Haberer, P.E.
Title: Mayor	Title: Director of Aviation
Date Signed:	Date Signed: 08/12/2022

Clinton Regional Airport

Attachment No. 1 to Amendment No. 5

Additions

A1. ENGINEER shall perform the following Additional Services:

a. Task 5CON-Construction Administration Services
b. Task 6RPR-Resident Project Representative Services
c. Task 9SSC-Construction Materials Testing and Review

A2. For the Additional Services or the modifications to services set forth above, OWNER shall pay ENGINEER the following additional compensation:

a.	Lump Sum	$	6,000.00
b.	Lump Sum	$	18,750.00
c.	Lump Sum	$	7,500.00

Clinton Regional Airport

Attachment 2 to Amendment No. 5

Project Understanding

The scope of this project shall be to overlay the existing terminal apron, with limited reconstruction around the edges, to transition to existing grade, the Clinton Regional Airport.

Detailed Scope of Services

A. Task 5CON—Construction Administration Services. Parkhill will:

   a. Prepare Construction Contract
   b. Conduct Pre-Construction Meeting
   c. Review and approve Contractor's Material Submittals
   d. Review and approve Contractor's Monthly Pay Applications
   e. Review Construction Materials Reports from Owner's Testing Lab
   f. Prepare Change Orders (if required)
   g. Prepare FAA Weekly Inspection Reports
   h. Conduct Final Inspection and Prepare Punchlist

B. Task 6RPR—Resident Project Representative Services. Parkhill will:

   a. Provide RPR Services as detailed in Exhibit C of Owner-Engineer Agreement, "Duties, Responsibilities, and Limitations of Authority of Resident Project Representative". RPR time reflects 30 Working Days to final Project completion and proposed on lump sum basis, and anticipates that a portion of this project will take place concurrently during the construction of "Rehabilitate Runway 17/35".

C. Task 9SSC—Construction Materials Testing and Review Services. Parkhill will:

   a. Provide required construction materials testing, in accordance with the testing frequencies defined in the Project Specifications, though an independent materials testing laboratory and review all testing that is performed by the Contractor.

AMENDMENT NO. 6 TO OWNER-ENGINEER AGREEMENT

Subject of Amendment: Additional Services

1. Background Data:

a. Effective Date of OWNER-ENGINEER Agreement Assignment: **August 17, 2021**

b. OWNER: **City of Clinton**

c. ENGINEER: **Parkhill**

d. Project: **Rehabilitate Runway 17/35**
OAC CLK-22B-FS
AIP 3-40-0021-019-2022

2. Nature of Amendment

Additional Services to be performed by ENGINEER.

3. Description of Additions

Attachment 1, "Additions"
Attachment 2, "Project Understanding"

OWNER and ENGINEER hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is August 16, 2022.

OWNER: City of Clinton	ENGINEER: Parkhill
By: David Berrong	By: Mark Haberer, P.E.
Title: Mayor	Title: Director of Aviation
Date Signed:	Date Signed: 08/12/2022

Clinton Regional Airport

Attachment No. 1 to Amendment No. 6

Additions

A1. ENGINEER shall perform the following Additional Services:

a. Task 5CON-Construction Administration Services
b. Task 6RPR-Resident Project Representative Services
c. Task 9SSC-Construction Materials Testing and Review
d. Task 12OG-OAC Grant Administration Services
e. Task 13DB-Update DBE Goal

A2. For the Additional Services or the modifications to services set forth above, OWNER shall pay ENGINEER the following additional compensation:

a.	Lump Sum	$	24,000.00
b.	Lump Sum	$	112,500.00
c.	Lump Sum	$	25,000.00
d.	Lump Sum	$	10,000.00
e.	Lump Sum	$	6,000.00

Clinton Regional Airport

Attachment 2 to Amendment No. 6

Project Understanding

The scope of this project shall be to oversee the construction of a rehabilitation of Runway 17/35, consisting of a mill and overlay with a widening, of the existing asphalt pavement, at the Clinton Regional Airport.

Detailed Scope of Services

A. Task 5CON—Construction Administration Services. Parkhill will:

   a. Prepare Construction Contract
   b. Conduct Pre-Construction Meeting
   c. Review and approve Contractor's Material Submittals
   d. Review and approve Contractor's Monthly Pay Applications
   e. Review Construction Materials Reports from Owner's Testing Lab
   f. Prepare Change Orders (if required)
   g. Prepare FAA Weekly Inspection Reports
   h. Conduct Final Inspection and Prepare Punchlist

B. Task 6RPR—Resident Project Representative Services. Parkhill will:

   a. Provide RPR Services as detailed in Exhibit C of Owner-Engineer Agreement, "Duties, Responsibilities, and Limitations of Authority of Resident Project Representative". RPR time reflects 90 Working Days to final Project completion and proposed on lump sum basis

C. Task 9SSC—Construction Materials Testing and Review Services. Parkhill will:

   a. Provide required construction materials testing, in accordance with the testing frequencies defined in the Project Specifications, though an independent materials testing laboratory and review all testing that is performed by the Contractor

D. Task 12OG—OAC Grant Administration Services. Parkhill will:

   a. Prepare OAC Grant Application
   b. Prepare Monthly OAC Partial Pay Request Form (reimbursement)
   c. Prepare Construction Management Program per OAC requirements
   d. Prepare OAC Closeout Documentation

E. Task 13DB—Update DBE Goal. Parkhill will:

   a. Prepare and submit to the FAA the required calculation and update to the DBE Goal, specific to the scope of work covered by the FAA FY 22 grant.