(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, DECEMBER 20, 2022 AT 5:30 PM CLINTON CITY HALL

AGENDA

Source listing: 12/20/2022 Meetings
Original source: https://agendas.clintonok.gov/archive/2022/122022/launch.html
Original authority agenda: https://agendas.clintonok.gov/archive/2022/122022/AA122022.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2022/122022/HA122022.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2022/122022/PWA122022.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2022/122022/RM122022A.htm

1. Call to Order/Prayer/Pledge of Allegiance

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

2. Consider Approval of Consent Agenda

    A. Minutes of the December 6, 2022, Regular Meeting and December 14, 2022, Special Meeting

    B. Approval of Bid from LaBass Protection, LLC in the Amount of $29,435 to Replace Security Cameras in City Hall/Police Department (Capital Improvement Fund Expenditure)

    C. Approval of Pay Application No. 4 by Walters Morgan Construction in the amount of $ 129,105.00 for the PAC Feed Project at the Clinton Lake Water Treatment Plant (17852 CDBG 20)

3. Discussion, Consideration, And Possible Action Regarding

    A. FYE 22 Financial Audit Presentation – Britton, Kuykendall and Miller, CPAs.

    B. Ordinance No. 1023 (A) – An Ordinance Of The City Council Of The City Of Clinton, Oklahoma, Amending Ordinance 800 Of The City Of Clinton, Oklahoma; To Allow For The Use Of Principal Lease Payment Amounts Thereunder For The Purpose Of Hospital…

    Ordinance No. 1023 (A) – An Ordinance Of The City Council Of The City Of Clinton, Oklahoma, Amending Ordinance 800 Of The City Of Clinton, Oklahoma; To Allow For

The Use Of Principal Lease Payment Amounts Thereunder For The Purpose Of Hospital Operations And Providing For The Severability Thereof; And Providing For An Effective Date.

C. Resolution No. 947 (A) – A Resolution Calling For Election For Proposed Amending, Repealing and Replacing Portions of Ordinance 800 Of The City Of Clinton, Oklahoma; To Allow For The Use Of Principal Lease Payment Amounts Thereunder For The Purpose…

   Resolution No. 947 (A) – A Resolution Calling For Election For Proposed Amending, Repealing and Replacing Portions of Ordinance 800 Of The City Of Clinton, Oklahoma; To Allow For The Use Of Principal Lease Payment Amounts Thereunder For The Purpose Of Hospital Operations; Providing For The Severability Thereof; And Providing For An Effective Date.

D. Election Proclamation – Resolution No. 947 (A) – A Proposition Amending, Repealing and Replacing Portions of Ordinance 800 Of The City Of Clinton, Oklahoma; To Allow For The Use Of Principal Lease Payment Amounts Thereunder For The Purpose Of…

   Election Proclamation – Resolution No. 947 (A) – A Proposition Amending, Repealing and Replacing Portions of Ordinance 800 Of The City Of Clinton, Oklahoma; To Allow For The Use Of Principal Lease Payment Amounts Thereunder For The Purpose Of Hospital Operations; Providing For The Severability Thereof; And Providing For An Effective Date

E. Memorandum of Understanding with Sinor Emergency Medical Service (SEMS) Regarding City Employees Driving SEMS' Ambulances

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 16 th day of December 2022, Posted on the bulletin board in the lobby of the Clinton City Hall December 16, 2022, at 4:00 p.m.

_____

Not recorded

MINUTES OF THE CLINTON CITY COUNCIL REGULAR MEETING
DECEMBER 6, 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, December 6, 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 December 2, 2022, at 3:00 P.M. A notice of an amended agenda was posted on the bulletin board in the lobby of Clinton City Hall on December 5, 2022 at 5:10 p.m.

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

MAYOR: David Berrong
COUNCILMAN: Patch McComas, Ernie Dowdell, Arthur Lloyd, Ernesto Villanueva
MANAGER: Robert Johnston
CITY TREASURER: Debra Blanchard
CITY ATTORNEY: Ryan Meacham
CITY CLERK: Amy Jones
NEWS MEDIA: Nydia Campbell, Holly Wade
OTHERS: Gene McCullough, Joshua McGuire, Julie Caldwell, Joe Cloninger, Tracy Heerwald, Paul Rinkel, Sue Cornell, Pat Cornell, Toby Anders, Chasity Richardson, Gary Jones, Gwen Fuchs, Rachel Bancroft, Cris Hickerson, and others.

Troy Calvert, Chaplain, Clinton Fire Department, opened the meeting with prayer and Doug Greer, Service Officer, American Legion Post 41 led the Pledge of Allegiance.

AGENDA ITEM NO. 2: CONSENT AGENDA

A. Minutes of the November 1, 2022, Regular Meeting
B. Consider Claims
C. Acknowledgement of the receipt of Financial Reports from the month ending 10/31/2022.
D. Acknowledgement of 2023 Holiday and Regular Meeting Schedule;
E. Acknowledgement of Sparklight's Notice of Rate Adjustment for Residential & Business Video Services, Effective 12/23/2022;
F. Approval of Pay Application No. 3 by Walters Morgan Construction in the amount of $490,480.00 for the PAC Feed Project at the Clinton Lake Water Treatment Plant (17852 CDBG 20)

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

Mayor put the motion to a roll call vote:

Aye: Dowdell, McComas, Lloyd, Villanueva, Berrong

Nay: None

Mayor declared the motion carried.

AGENDA ITEM NO. 3 Public Hearing Regarding Alleged Dilapidated Structures at:

A. 505 Glen Smith Road
B. 615 N 5th Street

Mayor Berrong called the Public Hearing to order at 6:00 p.m. The first structure to be address is 505 Glen Smith Road, owned by Juan Arceo. Toby Anders, Code Enforcement stated that notices were sent regarding the property violation of trash, debris, and junk autos and the condition of the house on the property on March 24, 2022. On September 12, 2022, the City of Clinton sent an additional violation notice to the last known owner of the property per the Custer County tax roll that the property was unsecured. The owner of the property failed to clean or secure the property. On October 18, 2022, the City of Clinton held an abatement hearing with the City Manager and the property owner failed to appear. The City Manager ordered that the junk automobiles be removed from the property and to start the process on condemnation. The current condition of the structure 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 person doing unlawful acts or the attractive nuisance to children in the neighborhood. Due to the amount of deterioration of the house, this also poses a higher fire hazard to the neighboring properties. The audience was asked if anyone was here to speak regarding the property. No one responded.

A Public Hear was called to order at 6:00 p.m. to address item B, 615 N 5th Street, owner Gary Jones and Karen Harris. Mr. Jones was present for the hearing. The City of Clinton sent the owner of the property a violation notice, regarding the condition of the property on February 28, 2022, which was for an open and dilapidated structure. After receiving the notice Mr. Jones came by the Code Enforcement office to visit about what needed to be done. Mr. Jones did explain that the property needed to go through probate. Toby Anders Code Enforcement informed him that he would work with him as far as any major repairs, but he would need to secure the house and keep it secured. The property would need to be cleaned up and kept mowed. Over the last few months, the house became unsecured, and the police have be called to the property multiple times with people in the house. The house does not have utilities and it was reported that an electric cord was ran to a neighboring home for electricity. The current condition structure 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 person doing unlawful acts or the attractive nuisance to children in the neighborhood. Due to the amount of deterioration of the house, this also poses a higher fire hazard to the neighboring properties. Mr. Jones was given an opportunity to comment by Mayor Berrong, however he declined.

Mayor Berrong returned to regular session.

AGENDA ITEM 4. DISCUSSION, CONSIDERATION AND POSSIBLE ACTION ITEMS:

A. Condemnation and Abatement of the Property 505 Glen Smith

Motion was made by Council Dowdell and seconded by Council McComas to approve the condemnation of the property at 505 Glen Smith at the recommendation of Code Enforcement based on the information provided during the Public Hearing.

Mayor put the motion to a roll call vote:

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

Mayor declared the motion carried

B. Condemnation and Abatement of Property at 615 N 5th

Motion was made by Council McComas and seconded by Council Dowdell to approve the condemnation of the property at 615 N. 5th at the recommendation of Code Enforcement based on the information provided during the Public Hearing.

Mayor put the motion to a roll call vote:

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

Councilman Villanueva did not vote.

Mayor declared the motion carried

C. Ordinance No. 1023 - An Ordinance of the City Council of the City of Clinton, Oklahoma, Amending Ordinance 800 of the City of Clinton, Oklahoma; To Allow for the Use of Principal Lease Payment Amounts Thereunder for the Purpose of Hospital Operations and for Loans for Future Municipal Infrastructure Needs; Providing for the Severability Thereof; and Providing for an Effective Date

Ordinance No. 1023 - An Ordinance of the City Council of the City of Clinton, Oklahoma, Amending Ordinance 800 of the City of Clinton, Oklahoma; To Allow for the Use of Principal Lease Payment Amounts Thereunder for the Purpose of Hospital Operations and for Loans for Future Municipal Infrastructure Needs; Providing for the Severability Thereof; and Providing for an Effective Date was presented to the Council for review and approval. The Ordinance was presented by City Attorney Ryan Meacham as he

explained that when leasing hospital in 1997 the money from the lease was voted by the people to set it back and that it could not be used unless be the vote of the people. The ordinance would allow the City Council to use the principle for operations of the hospital beginning January 1, 2023. This ordinance amends the original ordinance number 800.

Motion was made by Councilman McComas and seconded by Councilman Dowdell to approve Ordinance - An Ordinance of the City Council of the City of Clinton, Oklahoma, Amending Ordinance 800 of the City of Clinton, Oklahoma; To Allow for the Use of Principal Lease Payment Amounts Thereunder for the Purpose of Hospital Operations and for Loans for Future Municipal Infrastructure Needs; Providing for the Severability Thereof; and Providing for an Effective Date was presented to the Council for review and approval

Mayor put the motion to a roll call vote:

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

Mayor declared the motion carried

D. Resolution 947 – A Resolution Calling for an Election for the Proposed Amendment of Ordinance 800 of the City of Clinton, Oklahoma; To Allow for the Use of Principal Lease Payment Amounts Thereunder for the Purpose of Hospital Operations and for Loans for Future Municipal Infrastructure Needs; Providing for the Severability Thereof; And Providing for an Effective Date

Resolution 947 – A Resolution Calling for an Election for the Proposed Amendment of Ordinance 800 of the City of Clinton, Oklahoma; To Allow for the Use of Principal Lease Payment Amounts Thereunder for the Purpose of Hospital Operations and for Loans for Future Municipal Infrastructure Needs; Providing for the Severability Thereof; And Providing for an Effective Date was presented by City Manager Johnston. Stating that the resolution establishes the need for an election as designated in the Ordinance 800 to be able by the vote of the people to use the principal lease payment on deposit for the purpose of Hospital operations.

Motion was made by Councilman McComas and seconded by Councilman Dowdell to approve Resolution 947 – A Resolution Calling for an Election for the Proposed Amendment of Ordinance 800 of the City of Clinton, Oklahoma; To Allow for the Use of Principal Lease Payment Amounts Thereunder for the Purpose of Hospital Operations and for Loans for Future Municipal Infrastructure Needs; Providing for the Severability Thereof; And Providing for an Effective Date.

Mayor put the motion to a roll call vote:

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

Mayor declared the motion carried

E. Election Proclamation – A Proposition Allowing for the Amendment of Ordinance 800 of the City of Clinton, Oklahoma; To Allow for the use of Principal Lease Payment Amounts from the Lease of Clinton Regional Hospital to be used for the Purpose of Hospital Operations and for Loans for Future Municipal Infrastructure Needs

Election Proclamation – A Proposition Allowing for the Amendment of Ordinance 800 of the City of Clinton, Oklahoma; To Allow for the use of Principal Lease Payment Amounts from the Lease of Clinton Regional Hospital to be used for the Purpose of Hospital Operations and for Loans for Future Municipal Infrastructure Needs was presented by City Manager Johnston. The proclamation needs to approve as it identifies the proposition wording for the election and is submitted to the Election Board by the specified date.

Motion was made by Councilman McComas and seconded by Councilman Dowdell to approve Election Proclamation – A Proposition Allowing for the Amendment of Ordinance 800 of the City of Clinton, Oklahoma; To Allow for the use of Principal Lease Payment Amounts from the Lease of Clinton Regional Hospital to be used for the Purpose of Hospital Operations and for Loans for Future Municipal Infrastructure Needs

Mayor put the motion to a roll call vote:

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

Mayor declared the motion carried

F. Resolution 946 – Acknowledging the City of Clinton's Previous Participation and Requesting Continued Participation in the Oklahoma Municipal Assurance Group (OMAG) Recognition Program

Resolution 946 – Acknowledging the City of Clinton's Previous Participation and Requesting Continued Participation in the Oklahoma Municipal Assurance Group (OMAG) Recognition Program was presented by City Manager Robert Johnston. He stated that this requirement of OMAG Recognition Program to participate.

Motion was made by McComas and seconded by Dowdell to approve Resolution 946 – Acknowledging the City of Clinton's Previous Participation and Requesting Continued Participation in the Oklahoma Municipal Assurance Group (OMAG) Recognition Program

Mayor put the motion to a roll call vote:

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

Mayor declared the motion carried

AGENDA ITEM NO. 5 NEW BUSINESS (If any, pursuant to Section 311.9 of the Oklahoma Open Meeting Act.)

None

AGENDA ITEM NO. 6 COUNCIL COMMENTS

Thank you was given to the hospital employee's for attending the Council Meeting this evening.

AGENDA ITEM NO. 7 CITY MANAGER'S COMMENTS

City Manager Johnston reported that the City of Clinton has been award the Levitt Foundation Grant for the concert series in the McLain Rogers Park, the new roll off truck is here, there are many grants in progress including the CDBG project at the Lake Clinton WTP which is nearing completion, the Airport Runway and Aprons projects are also nearly complete. The McLain Rogers Park ODOT TAP Grant and ARPA Grant others that City Staff are working on. He stated that he still anticipates the need for

some special Hospital Authority meetings on Tuesdays through the transition away from Alliance.

AGENDA ITEM NO. 8: AUDIENCE PARTICIPATION (According to Audience participation Decorum Guidelines at Clinton City Council Public Meeting s effective:2/14/2017)

None

AGENDA ITEM NO. 9: ADJOURNMENT

Moved by Councilman Dowdell and seconded by Councilman Villanueva to adjourn the meeting.

Mayor put the motion to a roll call vote:

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

Mayor declared the meeting adjourned at 6:19 P.M.

_____
Date Approved

_____
David D. Berrong, Mayor

MINUTES OF THE CLINTON CITY COUNCIL REGULAR MEETING
DECEMBER 14, 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, December 14, 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 December 12, 2022, at 4:00 P.M. A notice of an amended agenda was posted on the bulletin board in the lobby of Clinton City Hall on December 13, 2022 at 5:00 p.m.

Mayor David Berrong called the meeting to order at 5:31 p.m.

MAYOR: David Berrong
COUNCILMAN: Patch McComas, Ernie Dowdell, 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, Joshua McGuire, , Chasity Richardson, Gary Jones, Cris Hickerson, Jill Atchley, Johnnie Ward, and others.

AGENDA ITEM NO. 2: CONSENT AGENDA

A. Minutes of the November 15, 2022, Regular Meeting
B. Consider Claims
C. Acknowledgement of the receipt of Financial Reports from the month ending 10/31/2022.
D. Acknowledgement of 2023 Holiday and Regular Meeting Schedule;
E. Acknowledgement of Sparklight's Notice of Rate Adjustment for Residential & Business Video Services, Effective 12/23/2022;
F. Approval of Pay Application No. 3 by Walters Morgan Construction in the amount of $490,480.00 for the PAC Feed Project at the Clinton Lake Water Treatment Plant (17852 CDBG 20)

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

Mayor put the motion to a roll call vote:

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

Mayor declared the motion carried.

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

A. **Ordinance No. 1023 - An Ordinance of the City Council of the City of Clinton, Oklahoma, Amending Ordinance 800 of the City of Clinton, Oklahoma; To Allow for the Use of Principal Lease Payment Amounts Thereunder for the Primary Purpose of Hospital Operations and by Unanimous Consent of the City Council, for Loans for Future Municipal Infrastructure Needs; Providing for the Severability Thereof; and Providing for an Effective Date**

Ordinance No. 1024 - **An Ordinance of the City Council of the City of Clinton, Oklahoma, Amending Ordinance 800 of the City of Clinton, Oklahoma; To Allow for the Use of Principal Lease Payment Amounts Thereunder for the Primary Purpose of Hospital Operations and by Unanimous Consent of the City Council, for Loans for Future Municipal Infrastructure Needs; Providing for the Severability Thereof; and Providing for an Effective Date** was presented to the Council for review and approval. The Ordinance was presented by City Attorney Ryan Meacham as he explained that when leasing hospital in 1997 the money from the lease was voted by the people to set it back and that it could not be used unless be the vote of the people. The ordinance would allow the City Council to use the principle for operations of the hospital beginning January 1, 2023. This ordinance amends the original ordinance number 800. Councilman Dowdell stated that with further question and information available to him, that he would prefer not to vote on the Ordinance 1024 as it is written and to postpone the Election to March 7, 2022. This would allow time to write an ordinance that will have the community behind it to serve the purpose that it was designed to do in regards to the operations of the hospital. Councilman McComas is in agreement with Councilman Dowdell and suggests that different verbiage will ensure the use of the principal be used for what it is intended. He emphasized to the audience that the hospital is "Paramount" on the Councils focus. Neither Councilman Villanueva or Councilman Lloyd made additional comments. Mayor Berrong stated that the intention of the Ordinance is that the funds are made available for the hospital operations. He is optimistic about the hospital's future.

No action taken.

B. **Resolution 948 – A Resolution Calling for an Election for the Proposed Amendment of Ordinance 800 of the City of Clinton, Oklahoma; To Allow for the Use of Principal Lease Payment Amounts Thereunder for the Primary Purpose of Hospital Operations and by Unanimous Consent of the City Council for Loans for Future Municipal Infrastructure Needs; Providing for the Severability Thereof; And Providing for an Effective Date**

Resolution 948 – **A Resolution Calling for an Election for the Proposed Amendment of Ordinance 800 of the City of Clinton, Oklahoma; To Allow for the Use of Principal Lease Payment Amounts Thereunder for the Primary Purpose of Hospital Operations and by Unanimous Consent of the City Council for Loans for Future Municipal Infrastructure Needs; Providing for the Severability Thereof; And Providing for an Effective Date** was presented by City Manager Johnston. Stating that the resolution establishes the need for an election as designated in the Ordinance 800 to be able by the vote of the people to use the principal lease payment on deposit for the purpose of Hospital operations.

No action taken.

C. **Election Proclamation – A Proposition Allowing for the Amendment of Ordinance 800 of the City of Clinton, Oklahoma; To Allow for the use of Principal Lease Payment Amounts from the Lease of Clinton Regional Hospital to be used for the Primary Purpose of Hospital Operations and by Unanimous Consent of the City Council for Loans for Future Municipal Infrastructure Needs**

Election Proclamation – **A Proposition Allowing for the Amendment of Ordinance 800 of the City of Clinton, Oklahoma; To Allow for the use of Principal Lease Payment Amounts from the Lease of Clinton Regional Hospital to be used for the Primary Purpose of Hospital Operations and by Unanimous Consent of the City Council for Loans for Future Municipal Infrastructure Needs** was presented by City Manager Johnston. The proclamation needs to approve as it identifies the proposition wording for the election and is submitted to the Election Board by the specified date.

No action taken.

D. **Memorandum of Understanding with Sinor Emergency Medical Service (SEMS) Regarding City Employees Driving SEMS' Ambulances**

City Manager Johnston stated that the Memorandum has not been received at the time of the meeting and will bring back at a future date.

No action taken.

AGENDA ITEM NO. 4 NEW BUSINESS (If any, pursuant to Section 311.9 of the

Oklahoma Open Meeting Act.)

None

AGENDA ITEM NO. 6 COUNCIL COMMENTS

None

AGENDA ITEM NO. 7 CITY MANAGER'S COMMENTS

None

AGENDA ITEM NO. 8: AUDIENCE PARTICIPATION (According to Audience participation Decorum Guidelines at Clinton City Council Public Meeting s effective:2/14/2017)

None

AGENDA ITEM NO. 9: ADJOURNMENT

Moved by Councilman McComas and seconded by Councilman Dowdell to adjourn the meeting.

Mayor put the motion to a roll call vote:

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

Mayor declared the meeting adjourned at 5:43 P.M.

_____
Date Approved

_____
David D. Berrong, Mayor

Capital Improvement Fund
Capital Requests FY 2022-2023

		Budgeted	Dept. Total
Admin.			
430-40200-3025	City Hall Vehicle	40,000	
430-40200-3010	Firewall Upgrades	4,000	
430-40200-3035	CIP Development/Grant	32,500	
Total Admin.			**76,500**
Police Dept.			
430-40503-3025	3 Police Patrol Vehicles	148,000	
430-40503-3030	Body Armor (5)	5,000	
430-40503-3020	Handheld Radios (5)	4,000	
430-40503-3010	Dispatch Battery Backup	50,000	
✓ 430-40503-3030	Replace Camera System	38,000	
Total Police Dept.			**245,000**
Fire Department			
430-40606-4005	Lease Payment on Engine 1 (Payment #5 of 5)	120,787	
430-40606-3005	New A/C Replacement Plan (1st of 3 phases)	43,411	
430-40606-3030	Bunker Gear	12,000	
430-40606-3005	Kitchen Oven (current discontinued)	6,500	
430-40606-3030	Replace 4 Gas Monitor (expires 2022)	3,300	
Total Fire Dept.			**185,998**
Emergency Mgmt			
430-40607-3030	New Storm Siren	27,000	
430-40607-3030	On Command PC based siren control system	15,500	
Total Emergency Mgmt			**42,500**
Parks Maintenance			
430-41108-4005	Lease Payments on 2 JD Mower	22,400	
430-41108-3025	Pickup (smaller footprint for paths)	28,000	
430-41108-3035	MRP Project/Design Trail/Grant $23,600	29,500	
Total Parks Maintenance			**79,900**
Street Maintenance			
430-41208-3025	Used 2 person Bucket Truck	100,000	
430-41208-3030	Dump Trailer	10,000	
430-41208-3035	Sante Fe Drainage Ditch	40,000	
430-41208-3036	Street Improvements	200,000	
Total Street Maint.			**350,000**
Acme Brick Park Center			
430-41408-3005	Bldg Rehab (Flooding-Rehab office work space)	15,000	
430-41408-3030	Mats for Free Weight Area	5,408	
430-41408-3030	Smith Machine	2,000	
430-41408-3030	Various Weight Equipment	2,000	
430-41408-3030	AED's Acme Track & Armory	4,096	
430-41408-3035	Train and Track Repair	60,000	
430-41408-3005	Soccer Building Interior completion	40,000	
Total Acme Brick Park Center			**128,504**

LaBass Protection, LLC
3209 w college st
Broken Arrow, OK 74012
labass@cox.net
http://labassprotection.net

ADDRESS
Clinton Police Dept

ACTIVITY	QTY	RATE	AMOUNT
Camera Project			
DVR 32 Channel High Definition Uniview NVR w/ 16 TB Hard Drive	1	4,452.00	4,452.00
IP 4 MPCamera 4mp outdoor camera	3	399.00	1,197.00
IP 4 MPCamera Indoor 4mp camera w audio	26	399.00	10,374.00
Wire / Cable Cat6	11	175.00	1,925.00
Installation Installation	90	105.00	9,450.00
PoE Switch (8 port) 8 port PoE switch	1	199.00	199.00
Monitor 42 inch HD Monitor	1	339.00	339.00
Upgrade DVR to 64 channels add $1499 DVR UPGRADE	1	1499.00	1499.00

1/2 deposit and 1/2 upon completion of job

$29,435

Accepted By

Accepted Date

City Hall/Police Camera System Upgrade/Replacement

Capitol Improvement 2022-2023 Fiscal Year

	Bid differences
LABASS	DIGI Systems
Replace All cameras Replace with new cables Cat 5	Add 10 new cameras, use other existing obsolete cameras Use existing analog cables for old cameras
Upgradeable 16 TB 64 channel DVR	24 TB DVR-unknow if able to upgrade
Audio microphone standard in cameras	Add hardwired microphone in lobby
View access via internet	Unknown if access available via internet
Fully Digital camera/DVR System	Hybrid Analog/Digital System
Bid $29,435	Bid $37,791.80

CONTRACTOR'S APPLICATION FOR PAYMENT NO. 4 Date: 11/30/22

PROJECT: Clinton Lake Treatment Plant-PAC Feed
BMcD Project #123031

Engineer: Burns McDonnell Engineering

To: City of Clinton
415 Gary Blvd
Clinton, OK 73601

WALTERS-MORGAN CONSTRUCTION

Work accomplished through: November 30, 2022

WALTERS-MORGAN JOB NO. 221-06

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
Total			
Approved this Month			
Number	Date Approved		
Totals		$0.00	$0.00
Net change from Changes		$0.00	

The present status of the account for this Contract is as follows:

ORIGINAL CONTRACT SUM	$	$897,000.00
Net Change by Change Orders	$	$0.00
CONTRACT SUM TO DATE	$	$897,000.00
TOTAL COMPLETED & STORED TO DATE	$	$887,000.00
RETAINAGE 5% Work Completed	$	($44,350.00)
RETAINAGE 5% Materials on Hand	$	$0.00
TOTAL EARNED LESS RETAINAGE	$	$842,650.00
LESS PREVIOUS CERTIFICATES FOR PAYMENT	$	($713,545.00)
CURRENT PAYMENT DUE	$	$129,105.00

The undersigned CONTRACTOR certifies that: (1) all previous payments received from Owner on account of Work done under the Contract referred to above have been applied to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment number _____, inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by the Application for Payment will pass to OWNER at time of payment free and clear of Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated: 12/2/22

WALTERS-MORGAN CONSTRUCTION, INC.
CONTRACTOR

By: Craig Driskel
Craig Driskel - Project Mgr.

	Owner
	Contractor
	Engineer

The undersigned certifies the work has been carefully inspected and to the best of their knowledge and belief, the quantities shown in this estimate are correct and the work has been performed in accordance with the contract.

BURNS MCDONNELL ENGINEERING
ENGINEER

Dated: 12/8/22

By: Dana Weir

APPROVED BY OWNER

By: _____

Date: _____

WALTERS-MORGAN CONSTRUCTION, INC.

SCHEDULE OF VALUES
Clinton WTP PAC Feed System

PERIOD ENDING: 11/30/2022

BMcD Project # 123031
Clinton WTP PAC Feed System
WALTERS-MORGAN JOB NO. 221-06

DATE: 11/30/2022

Billing # 4

ORIGINAL CONTRACT AMOUNT $897,000

ITEM	DESCRIPTION	QTY	UNIT	UNIT $	TOTAL PRICE	QTY THIS PER	QTY PREV ESTIM.	QTY TO DATE	*	AMOUNT THIS PER	AMOUNT PREV. EST.	AMOUNT TO DATE
1	BONDS & INSURANCE	1.0	LS		$20,000.00	0.00%	100.00%	100.00%	*	$0.00	$20,000.00	$20,000.00
2	CONSTRUCTION MOBILIZATION	1.0	LS		$10,000.00	0.00%	100.00%	100.00%	*	$0.00	$10,000.00	$10,000.00
5	DEMOBILIZATION	1.0	LS		$5,000.00	50.00%	0.00%	50.00%	*	$2,500.00	$0.00	$2,500.00
6	WATERLINE	1.0	LS		$23,000.00	0.00%	100.00%	100.00%	*	$0.00	$23,000.00	$23,000.00
7	DRAIN LINE	1.0	LS		$24,000.00	10.00%	90.00%	100.00%	*	$2,400.00	$21,600.00	$24,000.00
8	SLURRY LINE	1.0	LS		$32,000.00	5.00%	95.00%	100.00%	*	$1,600.00	$30,400.00	$32,000.00
9	ASPHALT REPAIR	1.0	LS		$8,000.00	20.00%	80.00%	100.00%	*	$1,600.00	$6,400.00	$8,000.00
10	DRILLED PIERS	1.0	LS		$45,000.00	0.00%	100.00%	100.00%	*	$0.00	$45,000.00	$45,000.00
11	BASE SLAB	1.0	LS		$45,000.00	0.00%	100.00%	100.00%	*	$0.00	$45,000.00	$45,000.00
12	PAC EQUIPMENT	1.0	LS		$590,000.00	17.00%	83.00%	100.00%	*	$100,300.00	$489,700.00	$590,000.00
13	EQUIPMENT START	1.0	LS		$5,000.00	50.00%	0.00%	50.00%	*	$2,500.00	$0.00	$2,500.00
14	ELECTRICAL WORK	1.0	LS		$80,000.00	25.00%	75.00%	100.00%	*	$20,000.00	$60,000.00	$80,000.00
15	HEAT TRACING	1.0	LS		$5,000.00	50.00%	0.00%	50.00%	*	$2,500.00	$0.00	$2,500.00
16	SEEDING	1.0	LS		$5,000.00	50.00%	0.00%	50.00%	*	$2,500.00	$0.00	$2,500.00
17			LS		$0.00	0.00%	0.00%	0.00%	*	$0.00	$0.00	$0.00
	TOTAL CONTRACT				$897,000.00				*	$135,900.00	$751,100.00	$887,000.00

TOTALS	% COMPLETE	
A. TOTAL WORK COMPLETED	98.89%	$887,000.00
B. TOTAL MATERIAL ON HAND		$0.00
TOTAL COMPLETED & STORED	98.89%	$887,000.00
RETAINAGE WORK COMPLETED (5%)		$44,350.00
RETAINAGE STORED MATERIALS (5%)		$0.00
TOTAL EARNED LESS RETAINAGE		$842,650.00
PREVIOUS PAYMENTS		$713,545.00
AMOUNT DUE CONTRACTOR		**$129,105.00**

ORDINANCE NO. 1023 (A)

AN ORDINANCE OF THE CITY COUNCIL, OF THE CITY OF CLINTON, OKLAHOMA, AMENDING, REPEALING AND REPLACING PORTIONS OF ORDINANCE 800 OF THE CITY OF CLINTON, OKLAHOMA; TO ALLOW FOR THE USE OF PRINCIPAL LEASE PAYMENT AMOUNTS THEREUNDER FOR THE PURPOSE OF HOSPITAL OPERATIONS; AND PROVIDING FOR THE SEVERABILITY THEREOF; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council adopted Ordinance 800 on September 2, 1997 authorizing the lease of the Clinton Regional Hospital facilities (the "Hospital") and regulating the use of lease payments;

WHEREAS, the citizens of the City of Clinton approved the lease and use of funds at an election on November, 18, 1997;

WHEREAS, the lease for Clinton Regional Hospital will expire at the end of the 2022 and the City of Clinton and Clinton Hospital Authority will resume control of the operations of Hospital;

WHEREAS, operation of the Hospital will require a capital investment from the City of Clinton;

WHEREAS, the City Council believes it is appropriate to amend Ordinance 800 of the Clinton City Code to allow for the use of principal lease payments on deposit, for the purpose of Hospital operations;

NOW THEREFORE, be it ordained by the City Council of the City of Clinton, Oklahoma:

Section 1: That Section 2 of Ordinance 800 shall be amended, repealed, and replaced to include the following language:

> Section 2. Said prepaid lease, annual lease payments, funded depreciation, operating capital, accounts receivable and other cash assets shall be invested in interest bearing accounts and said principal sum shall only be used for the purpose of operating the Hospital;

Section2:

All Ordinances, or parts of Ordinances, in conflict with the provisions of this Ordinance are hereby repealed and replaced.

Section 3:

If any one or more of the sections, sentences, clauses or parts of this ordinance, chapter, or section shall for any reason be held invalid, the invalidity of such section, clause or part

shall not affect or prejudice in any way the applicability and validity of any other provision of this ordinance.

Section 4: Effective Date:

This Ordinance shall be effective only after the approval of a majority of the registered voters of the City of Clinton, Oklahoma, voting on the same in the manner prescribed by law, which election shall be held on the 7th day of March, 2023.

PASSED, APPROVED and ADOPTED THIS 20th day of DECEMBER, 2022.

DAVID D. BERRONG, MAYOR

AMY E. JONES, CITY CLERK

RESOLUTION NO. 947 (A)

A RESOLUTION CALLING FOR ELECTION FOR PROPOSED AMENDING, REPEALING AND REPLACING PORTIONS OF ORDINANCE 800 OF THE CITY OF CLINTON, OKLAHOMA; TO ALLOW FOR THE USE OF PRINCIPAL LEASE PAYMENT AMOUNTS THEREUNDER FOR THE PURPOSE OF HOSPITAL OPERATIONS; PROVIDING FOR THE SEVERABILITY THEREOF; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council believes it is appropriate to amend Ordinance 800 of the Clinton City Code to allow for the use of principal lease payments on deposit, for the purpose of Hospital operations.

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

SECTION 1: That an election shall be called on March 7, 2023, for the purpose of submitting to the qualified electors of the City of Clinton a proposition for their acceptance or rejection of an amendment to Ordinance 800 of the City of Clinton, Oklahoma, as follows:

PROPOSITION

SHALL A PROPOSITION OF THE CITY OF CLINTON, OKLAHOMA, ENTITLED:

A PROPOSITION AMENDING, REPEALING AND REPLACING PORTIONS OF ORDINANCE 800 OF THE CITY OF CLINTON, OKLAHOMA; TO ALLOW FOR THE USE OF PRINCIPAL LEASE PAYMENT AMOUNTS FROM THE LEASE OF CLINTON REGIONAL HOSPITAL TO BE USED FOR THE PURPOSE OF HOSPITAL OPERATIONS

BE APPROVED?

SECTION 2: That the call for such special election shall be by proclamation, signed by the Mayor and attested by the City Clerk, setting forth the proposition to be voted upon, and the hours of opening and closing of the polls. The ballots for the qualified electors shall be set forth in the proposition substantially as set out in Section 1 hereof, and the returns of such election shall be made to and canvassed by the Custer County Election Board.

PASSED AND APPROVED this 20th day of December 2022.

David D. Berrong
Mayor, City of Clinton, Oklahoma

ATTEST:

Amy E. Jones
City Clerk, City of Clinton, Oklahoma

ELECTION PROCLAMATION

Pursuant to Resolution No. 947 (A) of the City Council of the City of Clinton, Oklahoma authorizing the calling of an election for the purposes hereinafter set forth, I, the undersigned, David Berrong, Mayor of the City of Clinton, Custer County, Oklahoma, hereby call a special election to be held on the 7TH day of March, 2023, within said City of Clinton, Oklahoma, for the purpose of submitting to the qualified electors of the City of Clinton, Oklahoma, for their approval or rejection of the following proposition:

PROPOSITION

SHALL A PROPOSITION OF THE CITY OF CLINTON, OKLAHOMA, ENTITLED:

A PROPOSITION AMENDING, REPEALING AND REPLACING PORTIONS OF ORDINANCE 800 OF THE CITY OF CLINTON, OKLAHOMA; TO ALLOW FOR THE USE OF PRINCIPAL LEASE PAYMENT AMOUNTS FROM THE LEASE OF CLINTON REGIONAL HOSPITAL TO BE USED FOR THE PURPOSE OF HOSPITAL OPERATIONS;

BE APPROVED?

The ballot used at said election shall set out the proposition as above set forth, and shall also contain the words: TO VOTE, COMPLETE THE ARROW POINTING TO YOUR CHOICE, LIKE THIS

FOR THE PROPOSITION	-	YES
AGAINST THE PROPOSITION	-	NO

If the voter desires to vote for the above proposition, he shall complete the arrow point to the choice "YES FOR THE PROPOSITION". If he desires to vote against the above proposition, he shall complete the arrow pointing to the choice "NO AGAINST THE PROPOSITION".

The polls shall be opened at 7:00 a.m. and remain open continuously and be closed at 7:00 p.m. on the day of the election.

The number and location of the polling places for said election shall be the same as the regular precinct polling places designated by the Custer County Election Board, which officers shall also act as counters, with the exception of Washita Precinct #750012, which shall be closed.

Returns of said election will be canvassed by the County Election Board of Custer County and results will be certified by said Custer County Election Board to the City of Clinton through the City Clerk.

WITNESS my hand as Mayor of the City of Clinton, Oklahoma, this 20th day of December 2022.

David Berrong, Mayor,
City of Clinton, Oklahoma

ATTEST:

Amy Jones, City Clerk

(SEAL)

DRAFT

Memorandum of Understanding

12/19/2022

Memorandum of Understanding (MOU) between the City of Clinton (City) and Sinor Emergency Medical Service (SEMS) Concerning the use of City Personnel for the Operation of SEMS ambulances

This MOU summarizes the agreement ("agreement") between the City and SEMS regarding SEMS's use of City personnel in the operation of SEMS ambulances during the time period of closure of the Clinton hospital emergency room in specific emergency situations requiring additional medical personnel, should such situations arise.

1. Qualified City firefighters and police officers with valid driver's license and prior experience in driving emergency vehicles shall be available to drive SEMS ambulances in emergency situations where additional medical personnel are needed to effectively care for the patient. Should it become necessary, SEMS personnel may request that qualified City firefighters or police officers drive an ambulance to a hospital so that SEMS staff can provide medical care in the patient compartment.
2. It shall be the responsibility of SEMS to assure that any person driving an ambulance has a safe driving record and is experienced and competent in ambulance operations. The City shall promptly provide driving record information and evidence of experience on any potential driver to SEMS when requested. Only upon approval by SEMS shall a City employee be directed by the City to provide services pursuant to this agreement.
3. SEMS shall, at its own cost and expense, carry General Liability insurance in the amount equal to or greater than $1,000,000 covering itself and City employees providing services pursuant to this agreement against all claims, demands, causes of action, or judgments relating to the City employee's operation of SEMS ambulances, and from all expenses that may be incurred in investigating or resisting the same. Current copies of said insurance policies will be made available upon request.
4. SEMS shall not in any way be liable to the City or any third party for claims, demands, causes of action, or judgments arising in whole or in part from willful or negligent acts by a City employee, including without limitation acts which are in violation of law, medical protocols or constitute neglect of duty. Additionally, SEMS agrees to hold the City harmless for the actions of City employees while driving SEMS ambulances, under the terms and conditions of this agreement.
5. City employees driving SEMS ambulances shall at all times remain employees of the City. These employees will be paid by the City and will be covered by City's workman's compensation insurance. The services provided by a City employee pursuant to this agreement shall be at the direction of the City and shall be considered duties falling under such employee's normal job description.

6. This agreement shall not in any way vary, replace or supplement the City's own liability arising due to injury or loss resulting from a City employee's actions while performing duties pursuant to this agreement. Nothing in this agreement shall abrogate the sovereign immunity afforded City pursuant to 51 Okla. Stat. §151, et. seq.
7. The agreement shall continue for as long as the Clinton hospital ER is closed and the City and SEMS continue to have a contractual agreement for the provision of emergency medical services in the City; provided that this agreement may be terminated by either party upon 30 days' written notice to the other party, and shall terminate upon the official re-opening of the Clinton hospital emergency room.

Sinor Emergency Medical Service

By:_____

The City of Clinton, Oklahoma

By:_____

(This item is placed on the agenda so the Authority, 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 items will be heard in regular order.)

PUBLIC NOTICE OF A REGULAR MEETING OF THE PUBLIC WORKS AUTHORITY TUESDAY, DECEMBER 20, 2022 AT 5:30 PM CLINTON CITY HALL

AGENDA

Source listing: 12/20/2022 Meetings
Original source: https://agendas.clintonok.gov/archive/2022/122022/launch.html
Original authority agenda: https://agendas.clintonok.gov/archive/2022/122022/AA122022.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2022/122022/HA122022.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2022/122022/PWA122022.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2022/122022/RM122022A.htm

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

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

2. CONSENT AGENDA

    A. Minutes of the December 6, 2022, Regular Meeting

    B. Acknowledge the City Council's Approval of Pay Application No. 4 by Walters Morgan Construction in the amount of $129,105.00 for the PAC Feed Project at the Clinton Lake Water Treatment Plant (17852 CDBG 20)

3. DISCUSSION, CONSIDERATION, AND POSSIBLE ACTION REGARDING:

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

5. TRUSTEES' COMMENTS

6. 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 16th day of December 2022, Posted on the bulletin board in the lobby of the Clinton City Hall December 16, 2022 at 4:00 p.m.

_____

Not recorded

MINUTES OF CLINTON PUBLIC WORKS AUTHORITY MEETING
DECEMBER 6, 2022

Minutes of the regular meeting of the Chairman and Trustees of the Clinton Public Works Authority City of Clinton, Oklahoma, Custer County, held in the City Council Room, City Hall on Tuesday, December 6, 2022, at 5:30 p.m. A notice of this meeting was posted on the bulletin board in the lobby of Clinton City Hall on December 2, 2022, at 4:00 p.m.

Chairman David Berrong called the meeting to order at 5:56 p.m. with the following present:

CHAIRMAN: David Berrong
TRUSTEES: Patch McComas, Ernie Dowdell, Arthur Lloyd, Ernesto Villanueva
MANAGER: Robert Johnston
CITY TREASURER: Debra Blanchard
CITY ATTORNEY: Ryan Meacham
CITY CLERK: Amy Jones
NEWS MEDIA: Nydia Campbell, Holly Wade
OTHERS: Gene McCullough, Joshua McGuire, Julie Caldwell, Joe Cloninger, Tracy Heerwald, Paul Rinkel, Sue Cornell, Pat Cornell, Toby Anders, Chasity Richardson, Gary Jones, Gwen Fuchs, Rachel Bancroft, Cris Hickerson, and others.

Troy Calvert, Chaplain, Clinton Fire Department, opened the meeting with prayer and Doug Greer, Service Officer, American Legion Post 41 led the Pledge of Allegiance.

AGENDA ITEM NO. 2: CONSENT AGENDA

A. Minutes of the November 1, 2022, Regular Meeting
B. Consider Claims
C. Acknowledge Financial Reports from the month ending 10/31/2022

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

Chairman put the motion to a roll call vote:

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

Chairman declared the motion carried

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

A. Request Authorization to Purchase Vehicle for Water Maintenance Department

Public Works Director Gene McCullough presented a request for authorization to purchase a vehicle to replace a 2006 truck for the Water Maintenance Department. Purchase of the vehicle was approved by the PWA in October 2021 and ordered at that time but was not manufactured so the order was not filled. The budgeted amount was carried over to this fiscal year for the truck. The new purchase price for a 2023 vehicle is $43,471.16. This will be cab and chassis only so a utility bed will be purchased after delivery. McCullough recommended the purchase of the truck from McKinsey Motors which meets the State Contract Pricing.

Motion was made by Trustee McComas and seconded by Trustee Villanueva to approve the authorization to purchase a vehicle from McKinsey Motors for the Water Maintenance Department that meets state contract pricing.

Chairman put the motion to a roll call vote:

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

Chairman 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: TRUSTEE COMMENTS

None

AGENDA ITEM NO. 6: MANAGER COMMENTS

None

AGENDA ITEM NO. 7: ADJOURNMENT

Moved by Trustee Dowdell 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 6:00 p.m.

_____
Date Approved

_____
David D. Berrong, Chairman

(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, DECEMBER 20, 2022 AT 5:30 PM CLINTON CITY HALL

AGENDA

Source listing: 12/20/2022 Meetings
Original source: https://agendas.clintonok.gov/archive/2022/122022/launch.html
Original authority agenda: https://agendas.clintonok.gov/archive/2022/122022/AA122022.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2022/122022/HA122022.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2022/122022/PWA122022.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2022/122022/RM122022A.htm

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

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

2. CONSIDER APPROVAL OF CONSENT AGENDA

    A. Minutes from the December 6, 2022 Regular Meeting and the December 13, 2022, Special Meeting

    B. Approval of Carrus Healthcare, LLC, Invoice #2022-11-01 Management Fee for November 2022 $65,000.00

    C. Approval of Crowe & Dunlevy Invoice # 744751 for Professional Attorney Fees of $49,410.00

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;

    D. Transition from Clinton CMA, LLC d/b/a AllianceHealth Clinton to Carrus Healthcare, LLC Management of Clinton Regional Hospital.

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

5. TRUSTEE COMMENTS

6. 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 16th day of December 2022, Posted on the bulletin board in the lobby of the Clinton City Hall December 16, 2022, at 4:00 p.m.

_____

Not recorded

MINUTES OF HOSPITAL AUTHORITY REGULAR MEETING
DECEMBER 6, 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, December 6, 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 December 2, 2022, at 3:00 p.m.

Chairman David Berrong called the meeting to order at 5:32 p.m. with the following present:

CHAIRMAN: David Berrong
TRUSTEES: Patch McComas, Ernie Dowdell, Arthur Lloyd, Ernesto Villanueva
MANAGER: Robert Johnston
CITY TREASURER: Debra Blanchard
CITY ATTORNEY: Ryan Meacham
CITY CLERK: Amy Jones
NEWS MEDIA: Nydia Campbell, Holly Wade
OTHERS: Gene McCullough, Joshua McGuire, Julie Caldwell, Joe Cloninger, Tracy Heerwald, Paul Rinkel, Sue Cornell, Pat Cornell, Toby Anders, Chasity Richardson, Gary Jones, Gwen Fuchs, Rachel Bancroft, Cris Hickerson, and others.

Troy Calvert, Chaplain, Clinton Fire Department, opened the meeting with prayer and Doug Greer, Service Officer, American Legion Post 41 led the Pledge of Allegiance

AGENDA ITEM NO. 2: CONSENT AGENDA

A. Minutes from November 29, 2022, Special Meeting
B. Consider Claims
C. Acknowledgement of Financial Reports from Month Ending 10/31/2022

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

Chairman put the motion to a roll call vote:

Aye: Dowdell, 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 Regarding Clinton HMA LLC, Plaintiff and the Clinton Hospital Authority, Defendant

Motion was made by Trustee McComas and seconded by Trustee Lloyd to go into Executive Session at 5:32 p.m. pursuant to Section 307 B (4) of the OK Open Meeting Act Confidential Communications between a Public Body and its attorney; regarding Clinton HMA LLC, Plaintiff and the Clinton Hospital Authority, Defendant and to invite Manager Robert Johnston and City Attorney Ryan Meacham.

Chairman put the motion to a roll call vote:

Aye: Dowdell, 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 Dowdell to reconvene to the regular meeting at 5:52 p.m.

Chairman put the motion to a roll call vote:

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

Chairman declared the motion carried.

C. Any Actions Arising Out of the Executive Session

A report of not action was given by Chairman Berrong.

D. Transition from Clinton CMA, LLC d/b/a Alliance Health Clinton to Carrus Healthcare, LLC Management of Clinton Regional Hospital

A report of no action was given by Chairman Berrong.

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

None

AGENDA ITEM NO. 7: ADJOURNMENT

Moved by Trustee Dowdell 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 5:53 pm.

_____
Date Approved

_____
David D. Berrong, Chairman

MINUTES OF HOSPITAL AUTHORITY SPECIAL MEETING
DECEMBER 13, 2022

Minutes of the SPECIAL 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, December 13, 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 December 8, 2022, at 5:00 p.m.

Chairman David Berrong called the meeting to order at 5:32 p.m. with the following present:

CHAIRMAN: David Berrong
TRUSTEES: Patch McComas, Ernie Dowdell, Arthur Lloyd, Ernesto Villanueva
MANAGER: Robert Johnston
CITY TREASURER: Debra Blanchard
CITY ATTORNEY: Ryan Meacham
CITY CLERK: Amy Jones
NEWS MEDIA: Nydia Campbell
OTHERS: Gene McCullough, Chasity Richardson, Gwen Fuchs, Cris Hickerson, Brenda Jennings, Jill Atchley, Johnnie Ward, Janice Merrill, Gina Scheffler, Heather Roulet, Trish Acre, Debra Mendez, and others.

AGENDA ITEM NO. 2: CONSENT AGENDA

None

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 Regarding Clinton HMA LLC, Plaintiff and the Clinton Hospital Authority, Defendant

Motion was made by Trustee McComas and seconded by Trustee Dowdell to go into Executive Session at 5:33 p.m. pursuant to Section 307 B (4) of the OK Open Meeting Act Confidential Communications between a Public Body and its attorney; regarding Clinton HMA LLC, Plaintiff and the Clinton Hospital Authority, Defendant and to invite Manager Robert Johnston and City Attorney Ryan Meacham.

Chairman put the motion to a roll call vote:

Aye: Dowdell, 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 5:50 p.m.

Chairman put the motion to a roll call vote:

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

Chairman declared the motion carried.

C. Any Actions Arising Out of the Executive Session

A report of not action was given by Chairman Berrong.

D. Transition from Clinton CMA, LLC d/b/a Alliance Health Clinton to Carrus Healthcare, LLC Management of Clinton Regional Hospital

A report of no action was given by Chairman Berrong.

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

Manager Johnston thanked hospital staff members for coming to this Special Meeting of the Clinton Hospital Authority. He stated that the circumstances at hand are unnecessarily complicated but are being worked through. He reminded those present that we are involved in an active lawsuit with Alliance Healthcare and therefore some items cannot be shared. As of January 1, 2023, Carrus will begin management of the Clinton Regional Hospital. To that end, bank accounts have been opened for the income & expenses, utilities for the hospital have been addressed, and communications are ongoing for the physicians' leases of office space. The Authority has faced factors that are out of our control, and we have made many contacts regarding CMS and licensing. Recent communications have taken place with EMS regarding ambulance services and other surrounding facilities as what happens 5 minutes after 12 p.m. on December 31, 2022. The City is in the process of scheduling an election asking the citizens of Clinton to release the principal lease and related funds to be used for the operations of the hospital. Carrus has a plan for security at the hospital for January 1, 2023. The Authority has filed for the licensure as advised filed by legal counsel and we are in contact with our

federal and state representative regarding our special situation of licensure and the imperative for timely answers. Information has not been yet provided to the City to be able to address staffing financial information of full time, part time, and prn staff. Manager Johnston stated that how to retain employees is being researched with the limits of the Oklahoma Law regarding public funds. He stated that the hospital will be open and that is the full intention of the City of Clinton. Manager Johnston referred to City Attorney Meacham to interact or correct anything that he may had stated incorrectly. City Attorney Meacham made no corrections.

Chairman Berrong reemphasized that the decisions of the City Council and the Hospital Authority Trustees are sincere; that experts have been sought to guide through the process. He thanked the employees for their commitment to the citizens of Clinton.

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

Cris Hickerson addressed the Authority stating that he appreciates the opportunity to address the concerns of the hospital employees. The concerns some of which were just addressed by the Manager regarding the hospital fund editorial in the newspaper, and a phone conversation with Scott Meacham. He stated that the utilities were addressed regarding power and water, security is a concern due to vandalism, and the DEA license is in his name and the Radiology Director's concern of security regarding that department. His biggest concern is conducting healthcare in our community in 15 days, staff retention, and that closure of the hospital seems inevitable at this time. He wished that questions could be asked of the people who are here tonight to but understands that it cannot happen in the forum.

Mayor Berrong thanked him for his statement.

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 6:26 pm.

_____
Date Approved

_____
David D. Berrong, Chairman

Carrus Healthcare, LLC

1810 W. US Highway 82
Sherman, TX 75092

Invoice

Date	Invoice #
12/7/2022	2022-11-01

Bill To
Attn: Chairman Clinton Hospital Authority P O Box 1177 Clinton, OK 73601

P.O. No.	Terms	Project
	Due on receipt	

Quantity	Description	Rate	Amount
	Management Fee for November, 2022	65,000.00	65,000.00

RJS

We appreciate your prompt payment.

Total $65,000.00

CROWE&DUNLEVY
ATTORNEYS AND COUNSELORS AT LAW

BRANIFF BUILDING
324 N. ROBINSON AVE., SUITE 100
OKLAHOMA CITY, OK 73102
(405) 235-7700
TAX I.D. NUMBER 73-1055796

COPY

Clinton Hospital Authority
c/o City of Clinton
Attn: City Clerk
PO Box 1177
Clinton, OK 73601

November 30, 2022
Invoice # 744751

Responsible Attorney
Scott A. Meacham

Client # 49708
Matter # 00001

Lease term litigation

INVOICE SUMMARY

Current Invoice Total Fees	$49,601.50
Fee Discount	$-851.50
Current Invoice Total Expenses	$660.00
Current Invoice Total	**$49,410.00**

RJ

Payment Instructions

Check Remittance:

Mail To:
Crowe & Dunlevy
Braniff Building
324 N. Robinson Ave., Ste. 100
Oklahoma City, OK 73102

Credit Card Remittance:

https://www.crowedunlevy.com/makeapayment/

Wire Remittance:

Bank Name: BancFirst
Routing #103003632
Oklahoma City, OK 73102
Account Name: Crowe & Dunlevy
Account Number 4025023715
Swift Code BFOKUS44

Please refer to Invoice # 744751 and any other invoice numbers being paid on your remittance.

AA012/20/2022

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 AIRPORT AUTHORITY TUESDAY, DECEMBER 20, 2022 AT 5:30 PM CLINTON CITY HALL

AGENDA

Source listing: 12/20/2022 Meetings
Original source: https://agendas.clintonok.gov/archive/2022/122022/launch.html
Original authority agenda: https://agendas.clintonok.gov/archive/2022/122022/AA122022.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2022/122022/HA122022.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2022/122022/PWA122022.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2022/122022/RM122022A.htm

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

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

2. CONSIDER APPROVAL OF CONSENT AGENDA

    A. Minutes from December 6, 2022, Regular Meeting

3. DISCUSSION, CONSIDERATION, AND POSSIBLE ACTION REGARDING:

    A. Pay Application No. 2 - Circle S Paving Co. in the Amount of $1,641,698.19. Rehab Runway 17/35, Rehab Terminal Apron, and Reconstruct T-Hangar Apron (AIP 3-04-0021-019-2022, AIP 3-40-0021-018-2021, OAC CLK 23A-FS, OAC CLK-23B-FS)

    B. Updating of the “Minimum Standards and Requirements for Commercial Aeronautical Services and Activities at Clinton Regional Airport ” Document.

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

5. COUNCIL COMMENTS

6. 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 16th day of December 2022, Posted on the bulletin board in the lobby of the Clinton City Hall December 16, 2022, at 4:00 p.m.

_____

Not recorded

MINUTES OF AIRPORT AUTHORITY MEETING
DECEMBER 6, 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, December 6, 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 December 2, 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, Arthur Lloyd, Ernesto Villanueva
MANAGER: Robert Johnston
CITY TREASURER: Debra Blanchard
CITY ATTORNEY: Ryan Meacham
CITY CLERK: Amy Jones
NEWS MEDIA: Nydia Campbell, Holly Wade
OTHERS: Gene McCullough, Joshua McGuire, Julie Caldwell, Joe Cloninger, Tracy Heerwald, Paul Rinkel, Sue Cornell, Pat Cornell, Toby Anders, Chasity Richardson, Gary Jones, Gwen Fuchs, Rachel Bancroft, Cris Hickerson, and others.

Troy Calvert, Chaplain, Clinton Fire Department, opened the meeting with prayer and Doug Greer, Service Officer, American Legion Post 41 led the Pledge of Allegiance.

AGENDA ITEM NO. 2: CONSENT AGENDA

A. Minutes of Regular Meeting of November 1, 2022
B. Consider Claims
C. Acknowledge Receipt of Financial Report from the Month ending October 31, 2022

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

Chairman put the motion to a roll call vote:

Aye: Dowdell, 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 Lloyd 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 5:31 p.m.

_____
Date Approved

_____
David D. Berrong, Chairman

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702 PAGE ONE OF 4 PAGES

TO OWNER: City of Clinton
P.O. Box 1177
Clinton, OK 73601

PROJECT: AIP 3-40-0021-019-2022
AIP 3-40-0021-018-2021
OAC CLK-23A-FS
OAC CLK-23B-FS

VIA ENGINEER: Parkhill

APPLICATION NO: 2

PERIOD TO: 12/1/2022

PROJECT NOS:

CONTRACT DATE: 8/2/2022

Distribution to:
- [X] OWNER
- [X] ENGINEER
- [X] CONTRACTOR
- [ ]
- [ ]

FROM CONTRACTOR:
Circle S Paving Co., Inc.
P.O. Box 817
Clinton, OK 73601

CONTRACT FOR: Rehab Runway 17/35, Rehab Terminal Apron, Reconstruct T-Hangar Apron

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM		$ 2,897,218.00
2. Net change by Change Orders		$ 170,290.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 3,067,508.00
4. TOTAL COMPLETED & STORED TO DATE		$ 2,230,954.56
5. RETAINAGE:		
a. 5 % of Completed Work	$ 111,547.73	
b. 5 % of Stored Material	$ 0.00	
Total Retainage		$ 111,547.73
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 2,119,406.83
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	→	$ 477,708.64
8. CURRENT PAYMENT DUE		$ 1,641,698.19
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$ 948,101.17

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$170,290.00	
Total approved this Month		
TOTALS	$170,290.00	$0.00
NET CHANGES by Change Order	$170,290.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due

OFFICIAL SEAL
KIM WEIL
NOTARY PUBLIC OKLAHOMA
CUSTER COUNTY
COMM. NO. 14004683 EXP 5/20/26

CONTRACTOR:

By: _____ Date: 12-13-22

State of: Oklahoma County of: Custer
Subscribed and sworn to before me this 13th day of December, 2022
Notary Public:
My Commission expires: 5-20-26

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $ 1,641,698.19

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ENGINEER:

By: _____ Date: 12/14/2022

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

Rehabilitate Runway 17/35
AIP 3-40-0021-019-2022, OAC CLK-23B-FS
Schedule 1
Clinton Regional Airport

PAY REQUEST NO: 2
DATE: 12/1/2022
For Period Ending: 12/1/2022

Item	Description	Contract Quantity		Contract Unit Price $	Contract Amount $	Total Work Completed Quantity	Total Work Completed Amount $	Quantity Remaining
Base Bid								
1	MOBILIZATION	1	LS	$ 55,000.00	$ 55,000.00	0.90	$ 49,500.00	0.10
2	RUNWAY CLOSED CROSSES	1	LS	$ 8,000.00	$ 8,000.00	1.00	$ 8,000.00	0.00
3	LOW PROFILE FLAG AND FLASHER BARRICADES	1	LS	$ 4,000.00	$ 4,000.00	1.00	$ 4,000.00	0.00
4	INSTALL TEMPORARY ACCESS GATE AND ROAD	1	LS	$ 3,500.00	$ 3,500.00	0.00	$ -	1.00
5	CONTRACTOR QUALITY CONTROL PROGRAM	1	LS	$ 8,000.00	$ 8,000.00	1.00	$ 8,000.00	0.00
6	TEMPORARY AIR AND WATER POLLUTION, SOIL EROSION AND SILTATION CONTROL	1	LS	$ 24,000.00	$ 24,000.00	1.00	$ 24,000.00	0.00
7	REMOVE, STOCKPILE AND REPLACE TOPSOIL	8,830	CY	$ 5.00	$ 44,150.00	8,830.00	$ 44,150.00	0.00
8	TOPSOIL (FURNISHED FROM OFF THE SITE)	1,184	CY	$ 30.00	$ 35,520.00	1,184.00	$ 35,520.00	0.00
9	EXISTING ASPHALT PAVEMENT REMOVAL	5,400	SY	$ 6.00	$ 32,400.00	5,204.00	$ 31,224.00	196.00
10	MILL EXISTING ASPHALT - 2-INCH THICKNESS	38,000	SY	$ 4.00	$ 152,000.00	36,560.00	$ 146,240.00	1,440.00
11	GEOTEXTILE FABRIC	38,000	SY	$ 5.00	$ 190,000.00	36,001.00	$ 180,005.00	1,999.00
12	UNCLASSIFIED EXCAVATION AND EMBANKMENT	3,613	CY	$ 8.00	$ 28,904.00	3,613.00	$ 28,904.00	0.00
13	CKD TREATED SUBGRADE - 8 INCH THICKNESS	3,500	SY	$ 15.00	$ 52,500.00	2,951.00	$ 44,265.00	549.00
14	CEMENT KILN DUST	200	TON	$ 180.00	$ 36,000.00	198.35	$ 35,703.00	1.65
15	CRUSHED AGGREGATE BASE COURSE - 6 INCH THICKNESS	3,500	SY	$ 13.20	$ 46,200.00	3,150.00	$ 41,580.00	350.00
16	CRUSHED AGGREGATE BASE COURSE - 8 INCH THICKNESS	2,600	SY	$ 17.60	$ 45,760.00	2,391.00	$ 42,081.60	209.00
17	EMULSIFIED ASPHALT PRIME COAT	12,200	GAL	$ 4.00	$ 48,800.00	12,265.00	$ 49,060.00	-65.00
18	ASPHALT SURFACE COURSE - 4 INCH THICKNESS	10,800	TON	$ 110.00	$ 1,188,000.00	5,949.59	$ 654,454.82	4,850.41
19	REFLECTIVE MARKING (WITH GLASS BEADS)	27,000	SF	$ 6.50	$ 175,500.00		$ -	27,000.00
20	SPRIGGING	4	ACRE	$ 1,100.00	$ 4,400.00	4.00	$ 4,400.00	0.00
21	SOLID SLAB SODDING AND WATERING UNTIL ESTABLISHED	6,500	SY	$ 5.75	$ 37,375.00	6,500.00	$ 37,375.00	0.00
22	REMOVE EXISTING FIXTURES AND SIGNS	1	LS	$ 22,000.00	$ 22,000.00	1.00	$ 22,000.00	0.00
23	TRENCHING FOR DIRECT-BURIED CABLE, 24-INCH MINIMUM DEPTH	1,840	LF	$ 3.50	$ 6,440.00	1,239.00	$ 4,336.50	601.00
24	TRENCHING FOR COUNTERPOISE, 8-INCH MINIMUM	1,560	LF	$ 3.50	$ 5,460.00	1,066.00	$ 3,731.00	494.00
25	NO. 8 AWG, L-824, TYPE C, CABLE, INSTALLED IN TRENCH, DUCT BANK OR CONDUIT	2,600	LF	$ 3.50	$ 9,100.00	4,684.00	$ 16,394.00	-2,084.00
26	NO. 6 AWG, SOLID, BARE COUNTERPOISE WIRE, INSTALLED (IN TRENCH)	1,560	LF	$ 3.50	$ 5,460.00	1,066.00	$ 3,731.00	494.00
27	2" PVC CONDUIT	1,840	LF	$ 6.80	$ 12,512.00	1,239.00	$ 8,425.20	601.00
28	RELOCATE EXISTING MITL	38	EA	$ 1,100.00	$ 41,800.00	38.00	$ 41,800.00	0.00
29	BASE MOUNTED LED MIRL (WHITE/YELLOW LENS)	1	EA	$ 1,700.00	$ 1,700.00	1.00	$ 1,700.00	0.00
30	UPDATE AIRFIELD SIGNAGE	1	LS	$ 12,000.00	$ 12,000.00	1.00	$ 12,000.00	0.00
31	RAISE EXISTING RUNWAY/THRESHOLD LIGHTS	1	LS	$ 13,200.00	$ 13,200.00	1.00	$ 13,200.00	0.00
32	THIRD PARTY INSURANCE	1	LS	$ -	$ -	1.00	$ -	0.00
TOTAL					**$2,349,681.00**		**$1,595,780.12**	

TOTAL WORK TO DATE: **$1,595,780.12**

LESS RETAINAGE @ 5%: **$79,789.01**

LESS PREVIOUS PAYMENTS RECOMMENDED: **$301,413.72**

PAYMENT RECOMMENDED THIS ESTIMATE: **$1,214,577.39**

FAA Share	**$1,093,119.65**
OAC Share	**$60,728.87**
Sponsor Share	**$60,728.87**

Contractor:
Circle S Paving Co., Inc.
P.O. Box 817
Clinton, OK 73601

Approved By: Craig W Boyer 12/14/2022

Parkhill **Date**

Rehabilitate Terminal Apron
AIP 3-40-0021-018-2021, OAC CLK-23A-FS
Schedule 2
Clinton Regional Airport

PAY REQUEST NO: 2
DATE: 12/1/2022
For Period Ending: 12/1/2022

Item	Description	Contract Quantity		Contract Unit Price $	Contract Amount $	Total Work Completed Quantity	Total Work Completed Amount $	Quantity Remaining
Base Bid								
33	LOW PROFILE FLAG AND FLASHER BARRICADES	1	LS	$ 4,000.00	$ 4,000.00	1.00	$ 4,000.00	0.00
34	EXISTING ASPHALT PAVEMENT REMOVAL	725	SY	$ 10.00	$ 7,250.00	688.00	$ 6,880.00	37.00
35-FAA	MILL EXISTING ASPHALT - VARIABLE THICKNESS	4,000	SY	$ 6.00	$ 24,000.00	4,000.00	$ 24,000.00	0.00
35-OAC	MILL EXISTING ASPHALT - VARIABLE THICKNESS	500	SY	$ 6.00	$ 3,000.00	313.00	$ 1,878.00	187.00
36-FAA	GEOTEXTILE FABRIC	6,533.40	SY	$ 5.00	$ 32,667.00	6,533.40	$ 32,667.00	0.00
36-OAC	GEOTEXTILE FABRIC	9,166.60	SY	$ 5.00	$ 45,833.00	9,461.60	$ 47,308.00	-295.00
37	UNCLASSIFIED EXCAVATION AND EMBANKMENT	95	CY	$ 12.00	$ 1,140.00	95.00	$ 1,140.00	0.00
38	CKD TREATED SUBGRADE - 8 INCH THICKNESS	725	SY	$ 15.00	$ 10,875.00	688.00	$ 10,320.00	37.00
39	CEMENT KILN DUST	15	TON	$ 180.00	$ 2,700.00	23.77	$ 4,278.60	-8.77
40	CRUSHED AGGREGATE BASE COURSE - 6 INCH THICKNESS	725	SY	$ 13.20	$ 9,570.00	688.00	$ 9,081.60	37.00
41	EMULSIFIED ASPHALT PRIME COAT	15	GAL	$ 4.00	$ 60.00	129.00	$ 516.00	-114.00
42	ASPHALT SURFACE COURSE - 4 INCH THICKNESS	125	TON	$ 110.00	$ 13,750.00	92.49	$ 10,173.90	32.51
CO.1-43-FAA	ASPHALT SURFACE COURSE - 2 INCH THICKNESS	1,000	TON	$ 110.00	$ 110,000.00	1,000.00	$ 110,000.00	0.00
CO.1-43-OAC	ASPHALT SURFACE COURSE - 2 INCH THICKNESS	750		$ 110.00	$ 82,500.00	547.97	$ 60,276.69	202.03
44	SOLID SLAB SODDING AND WATERING UNTIL ESTABLISHED	120	SY	$ 6.00	$ 720.00	120.00	$ 720.00	0.00
CO.1-45	REFLECTIVE MARKING (WITH GLASS BEADS)	900	SF	$ 6.00	$ 5,400.00	0.00	$ -	900.00
46	TIE DOWN ANCHORS	27	EA	$ 500.00	$ 13,500.00	27.00	$ 13,500.00	0.00
TOTAL					**$366,965.00**		**$336,739.79**	

TOTAL WORK TO DATE: **$336,739.79**

LESS RETAINAGE @ 5%: **$16,836.99**

LESS PREVIOUS PAYMENTS RECOMMENDED: **$47,021.77**

PAYMENT RECOMMENDED THIS ESTIMATE: **$272,881.03**

FAA Share	**$158,333.65**
OAC Share	**$153,490.69**
Sponsor Share	**$8,078.46**

Contractor:
Circle S Paving Co., Inc.
P.O. Box 817
Clinton, OK 73601

Approved By:

Craig W Boyer

Parkhill

12/14/2022
Date

Reconstruct T-Hangar Apron
AIP 3-40-0021-018-2021
Schedule 3
Clinton Regional Airport

PAY REQUEST NO: 2
DATE: 12/1/2022
For Period Ending: 12/1/2022

Item	Description	Contract Quantity		Contract Unit Price $	Contract Amount $	Total Work Completed Quantity	Total Work Completed Amount $	Quantity Remaining
Base Bid								
47	EXISTING ASPHALT PAVEMENT REMOVAL	4,700	SY	$ 6.00	$ 28,200.00	4,529.00	$ 27,174.00	171.00
48	UNCLASSIFIED EXCAVATION AND EMBANKMENT	1,004	CY	$ 12.00	$ 12,048.00	1,004.00	$ 12,048.00	0.00
49	REMOVE, STOCKPILE AND REPLACE TOPSOIL	334	CY	$ 20.00	$ 6,680.00	334.00	$ 6,680.00	0.00
50	CKD TREATED SUBGRADE - 8 INCH THICKNESS	4,820	SY	$ 15.00	$ 72,300.00	4,597.00	$ 68,955.00	223.00
51	CEMENT KILN DUST	270	TON	$ 180.00	$ 48,600.00	155.00	$ 27,900.00	115.00
52	CRUSHED AGGREGATE BASE COURSE - 6 INCH THICKNESS	4,820	SY	$ 13.20	$ 63,624.00	4,597.00	$ 60,680.40	223.00
53	EMULSIFIED ASPHALT PRIME COAT	390	GAL	$ 4.00	$ 1,560.00	1,310.00	$ 5,240.00	-920.00
54	ASPHALT SURFACE COURSE - 4 INCH THICKNESS	1,025	TON	$ 110.00	$ 112,750.00	769.61	$ 84,657.25	255.39
55	SOLID SLAB SODDING AND WATERING UNTIL ESTABLISHED	850	SY	$ 6.00	$ 5,100.00	850.00	$ 5,100.00	0.00
TOTAL					**$350,862.00**		**$298,434.65**	

TOTAL WORK TO DATE:	**$298,434.65**
LESS RETAINAGE @ 5%:	**$14,921.73**
LESS PREVIOUS PAYMENTS RECOMMENDED:	**$129,273.15**
PAYMENT RECOMMENDED THIS ESTIMATE:	**$154,239.77**
FAA Share	**$154,239.77**

Contractor:
Circle S Paving Co., Inc.
P.O. Box 817
Clinton, OK 73601

Approved By:

Craig W Boyer

Parkhill

12/14/2022
Date

MINIMUM STANDARDS AND

REQUIREMENTS FOR

AERONAUTICAL SERVICES AND ACTIVITIES

CLINTON REGIONAL AIRPORT

CLINTON, OKLAHOMA

DECEMBER 20, 2022

Upon receipt of written recommendation of the City Manager, the City Council shall include said matter upon the agenda of the next regular meeting of the City Council and, at such meeting or at a subsequent meeting to which it may be passed, shall approve, modify or reject such lease or contract.

VII. LEASE OR CONTRACT

A. Upon the approval of any such application as submitted or modified, the City shall cause to be prepared a ~~suitable~~ lease ~~or contract~~ agreement, setting forth the terms and conditions of the land and/or facility use, which lease~~, or contract~~ shall in every instance will be substantially in the form and content of the sample lease agreement attached as Attachment "A" which may be updated periodically to confirm to FAA, OAC or local ordinances. ~~conditioned upon or contain language assuring:~~

~~1. That the Minimum Standards and Rules and Regulations be incorporated into said Lease or Contract by reference.~~
~~2. That there be original and continued compliance with the Minimum Standards and Rules and Regulations required for each particular aeronautical activity approved.~~
~~3. That any structure or facility to be constructed or placed upon said Airport shall be constructed in a manner to conform to all safety regulations of the State of Oklahoma and the City of Clinton and shall be in compliance with the requirements of current building codes and fire regulations of the City of Clinton, and that any construction once commenced will be diligently prosecuted to completion.~~
~~4. That the right shall be reserved in the CAA to modify or add to the Minimum Standards and Requirements for Commercial Aeronautical Services and Activities at the Airport, and the Rules and Regulations for Aviation and that any lease, contract or agreement entered into with applicant shall be terminated or canceled in the event of failure to comply with any modification or amendments to the Minimum Standards and Requirements for Commercial Aeronautical Services and Activities at the Airport, and the Rules and Regulations for Aviation after notice thereof shall have been given.~~

~~B. No Airport Tenant shall engage in any business or activity on the Airport other than that specifically authorized under her/his particular category or categories.~~

~~C. Any Airport Tenant desiring to extend her/his operation into more than one category or to discontinue operations in a category, shall first apply in writing to the CAA for permission to do so, setting forth in detail the reasons and conditions for the request. The CAA shall then grant or deny the request on such terms and conditions as the Board of Trustees deems to be prudent and proper under the circumstances.~~

~~D. Lessees will, at all times during the continuance of the term of the lease and any renewal~~

~~or extension thereof: conduct, operate and maintain for the benefit of the flying public, the services provided for and described therein, and provide all parts and services as defined and set forth, and will make all such services available to the public and that it will devote its best efforts for the accomplishment of such purposes and that it will at all time charge fair, reasonable and not unjustly discriminatory prices to patrons and customers for all merchandise or materials and services furnished or rendered. Notwithstanding anything contained in a lease that may be or appear to the contrary, it is expressly understood and agreed that the rights granted thereunder are nonexclusive and the Lessor reserves the right to grant similar privileges to another operator or operators upon formal application by that operator, and upon demonstration of compliance with paragraphs IV and VIII herein.~~

B. ~~E.~~ With the exception of current tenants in Space 8 – Phil Schmidt and Space 10 – Beaver Creek Aviation, LLC, all leases for airport construction shall contain a reversionary clause stating that any private construction of a facility on Airport property shall revert ownership back to the Airport upon the termination or conclusion of the lease. The prevailing leases for Spaces 8 & 10 shall not be subject to the reversionary clause until their present leases lapse. Otherwise, upon reversion, the immediate previous owner shall have first right of refusal to enter into a new rental agreement with the Airport for said facility.

VIII. STANDARD REQUIREMENTS FOR ALL AERONAUTICAL ACTIVITIES

Every applicant for permission to conduct aeronautical activities at the Airport shall satisfy the CAA that he or she meets the following requirements:

A. That such applicant has a history of management and personnel ability in conducting the same or similar or comparable type of service or activity in good workman like manner.
B. That such applicant has the financial responsibility and ability to provide facilities and services proposed.
C. That the applicant has or can reasonably secure necessary certificates from the FAA or other authority where the same are required for the activity proposed.
D. That the applicant has or can furnish suitable indemnity insurance or bond to protect and hold the CAA harmless from any liability in connection with the conduct of the activity proposed. In considering every application for establishing aeronautical activities, the CAA shall give due consideration to whether such proposed activity would be detrimental to the public interest.
E. All construction required of such operators should be in accordance with design and construction standards required or established by the City for the facility or activity involved. Title to any and all buildings and appurtenances, which may be built on Airport property, shall revert to the CAA, when and if the subject Lessee vacates the lease for any reason. All operators shall be required to furnish the CAA payment and performance bonds commensurate with any construction required under the standards herein fixed or under any contract or lease by and between such operator and the City.
F. The rates or charges for any and all activities and services of such operators shall be

LEASE AGREEMENT

This Agreement of Lease made and entered into this __day of _____, _____ 20__ by and between the Clinton Airport Authority, a public trust of the City of Clinton, Oklahoma, which is responsible for the administration of the *Clinton Regional Airport* (Airport), hereinafter referred to as "Lessor," and _____, hereinafter referred to as "Lessee."

WITNESSETH THAT:

WHEREAS, the City is the owner of the premises known as Clinton Regional Airport (the "Airport"); and

WHEREAS, the City and Lessee are mutually desirous of entering into a Lease for the use and occupancy of certain areas at the Airport;

NOW, THEREFORE, in consideration of the premises and of the rents, covenants and conditions herein contained, the City does hereby grant to the Lessee the right to use and occupy the area of the Airport described in Article 2 hereof, during the term hereof, (hereinafter referred to as the "Leased Premises"), for the term and pursuant to the conditions hereinafter set forth.

ARTICLE 1 - TERM

1.1 The term of this lease shall be for a xxxxxxx (XX) year period commencing on _____ . Lease may be extended for 1 (one) successive period of 5 (five) years commencing upon the expiration of the original term hereof at the option of the Lessee. Lessee must notify Lessor within 90 (ninety) days of expiration of the original lease term of their intent to extend.

ARTICLE 2 - LEASE PREMISES

2.1 The Leased Premises shown on Exhibit A, attached hereto and made a part hereof consist of:

2.1.1 Improved/unimproved land area consisting of approximately ********** square feet.

2.1.2 Any real property improvement constructed or installed thereon during the term hereof.

ATTACHMENT "A"

ARTICLE 3 - USE OF LEASED PREMISES

3.1 The Lessee shall occupy and use the Leased Premises for the following purposes and for no other purpose whatsoever:

3.1.1 It is further agreed by and between the parties that Lessee shall not use or permit the premises or any part thereof to be used for any primary purpose or purposes other than aviation purposes and/or storage of an aircraft (said aircraft must be airworthy). Lessee shall not house any other aircraft, personal or other property within Leased Premises without prior written consent by the City. In the event the hangar is empty, it may not be used for non-aviation purposes or storage without the written permission of the City. Should the City permit short-term non-aviation usage the rate shall be at a higher fair-market value rate and not the aviation value rate as agreed upon in this agreement. Upon signing the lease agreement, Lessee has a period of six months from date of signing to obtain an aircraft. Any extension must be pre-approved by the Lessor. Should a Lessee lack ownership of an aircraft, whether voluntary or involuntary, at any point during the lease the Lessee shall have a period of three months to obtain ownership of an aircraft for storage in the leased premises. The demised premises are hereby leased, and no use shall be made or permitted to be made to the demised premises, nor acts done which will cause a cancellation of any insurance policy covering the buildings located thereon or any part thereof, nor about the demised premises, nor articles which may be prohibited by standard form of fire insurance policies. Lessee shall, at their own expense, comply with all requirements pertaining to the demised premises of any insurance organization or company necessary for the maintenance of insurance that is herein provided covering any building or appurtenances at any time located on the demised premises. The hangar may not be used as a living quarters. Any violation of this agreement will be cause for termination of Site Lease.

3.1.2 It is further agreed and understood by the parties that the Lessee shall have a period not to exceed **twelve (12) months from the effective date of the lease to complete the construction of said building**. In the event said building is not completed within said twelve (12) month period, then, and in that event, Lessee agrees to pay the Authority a Fifty Dollar ($50.00) per day penalty until said building is completed. In this respect, Lessee may request a thirty (30) day extension to complete said construction and if granted in writing, said penalty is waived during said extension period.

ARTICLE 4 - RENTAL

4.1 Lessee agrees to pay to the City as rental for use of the premises and the privileges herein granted the sum of $x.xx per square foot for a total of $xxxx.xx per year (rate x square footage = total).

4.2 Lessee shall pay one-twelfth (1/12) of the annual rent in advance on or before the first day of each month during the term or any renewal of this lease. Provided, however, that if any monthly rental payment is not paid on or before the tenth day following the first day of each

month, such payment shall bear interest at 10% per annum.

4.3 The monthly rent shall be payable at the office of the Airport Manager or such other locations as may from time to time be directed in writing by the City.

4.4 It is further understood and agreed that there shall be a mandatory site lease rate cost review every third year, for the duration of the lease, for possible rate adjustment, up or down, based on inflation and consumer price index factors and airport improvements.

ARTICLE 5 - ACCEPTANCE, CARE MAINTENANCE, IMPROVEMENTS AND REPAIR

5.1 Lessee warrants that it has inspected the Leased Premises and accepts possession of the Leased Premises and the improvements thereon "as is" in its present condition, and subject to all limitations imposed upon the use thereof by the rules and regulations of the Federal Aviation Administration, State of Oklahoma, Oklahoma Aeronautics Commission, by ordinances of the City, and other minimum standards or regulations adopted for the airport and admits its suitableness and sufficiency for the uses permitted hereunder. Except as may otherwise be provided for herein, the City shall not be required to maintain nor to make any improvements, repairs or restorations upon or to the Leased Premises or to any of the improvements presently located thereon. City shall never have any obligation to repair, maintain or restore, during the term of this lease, any improvements placed upon the Leased Premises by Lessee, its successors and assigns.

5.2 Lessee shall throughout the term of this Agreement assume the entire responsibility, cost and expense, for all repair and maintenance whatsoever on the Leased Premises and all improvements thereon in a good workmanlike manner, whether such repair or maintenance be ordinary or extraordinary, structural or otherwise. The Lessor, may, at their discretion, require a structural or other engineering analysis to ensure the Lessee is adequately maintaining the improvements on said leased property. Additionally, Lessee, without limiting the generality hereof, shall:

5.2.1 Keep at all times, in a clean and orderly condition and appearance, the Leased Premises, all improvements thereon and all of the Lessee's fixtures, equipment and personal property which are located on any part of the Leased Premises.

5.2.2 Provide and maintain on the Leased Premises all obstruction lights and similar devices, and safety equipment required by law.

5.2.3 Repair any damage caused by Lessee to paving or other surface of the Leased Premises caused by any oil, gasoline, grease, lubricants or other flammable liquids and substances having a corrosive or detrimental effect thereon.

5.2.4 Take measures to prevent erosion, including but not limited to, the planting and replanting of grasses with respect to all portions of the Leased Premises not paved or built upon, and in particular shall plant, maintain and replant any landscaped areas.

5.2.5 Be responsible for the maintenance and repair of all utility service lines placed on the Leased Premises and used by Lessee exclusively, including, but not limited to, water lines, gas lines, electrical power and telephone conduits and lines, sanitary sewers and storm sewers.

5.3 In the event Lessee fails: (a) to commence to maintain, clean, repair, replace, rebuild or repaint within a period of thirty (30) days after written notice from the City to do any maintenance or repair work required to be done under the provisions of this Agreement, other than preventive maintenance, (b) or within a period of ninety (90) days if the said notice specifies that the work to be accomplished by the Lessee involves preventative maintenance only; (c) or to diligently continue to completion any repairs, replacement, rebuilding, painting or repainting as required under the Agreement; then, the City may, at its option, and in addition to any other remedies which may be available to it, enter the premises involved, without such entering causing or constituting a cancellation of this Agreement or any interference with the possession of the Leased Premises, and repair, replace, rebuild or paint all or any part of the Leased Premises or the improvements thereon, and do all things reasonably necessary to accomplish the work required, and the cost and expense thereof shall be payable to the City by Lessee on demand. Provided, however, if in the opinion of the City, the Lessee's failure to perform any such maintenance endangers the safety of the public, the employees or property of the City or other tenants at the Airport, and the City so states same in its notice to Lessee, the City may, at its sole option, in addition to all other remedies which may be available to it, elect to perform such maintenance at any time after the giving of such notice, and Lessee agrees to pay to the City the cost and expense of such performance on demand. Furthermore, should the City, its officers, employees or agents undertake any work hereunder, Lessee hereby waives any claim for damages, consequential or otherwise, as a result there from except for claims for damages arising from the City's sole negligence. The foregoing shall in no way affect or alter the primary obligations of the Lessee as set forth in this Agreement and shall not impose or be construed to impose upon the City any obligations to maintain the Leased Premises, unless specifically stated otherwise herein.

5.4 Plans and specifications for all major repairs, constructions, alterations, modifications, additions or replacements (hereinafter referred to as "improvements"), including, without limitation the new facility to be constructed by the Lessee pursuant to Section 5.5 below, undertaken by the Lessee shall be submitted to and receive the written approval of the City, and no such work shall be commenced until such written approvals are obtained from the City, which approval shall not be unreasonably withheld or delayed. City shall advise Lessee within thirty (30) days after receipt of the written request, together with copies of the plans and specifications for the proposed improvements in sufficient detail to make a proper review thereof, or its approval or disapproval of the proposed work, and in the event, it disapproves, stating its reasons therefore.

5.5 If Lessee makes any improvements without City approval, then, upon notice to do so, Lessee shall remove the same or at the option of City, cause the same to be changes to the satisfaction of City. If Lessee fails to comply with such notice within thirty (30) days or to commence to comply and pursue diligently to completion, City may affect the removal or change and Lessee shall pay the cost thereof to the City. Lessee expressly agrees in the making of all improvements that, except with the written consent of City, it will neither give nor grant, nor purport to give or grant any lien upon the Leased Premises or upon any improvements thereupon or which is in the process of construction or repair, nor allow any condition to exist or situation to develop whereby any party would be entitled, as a mater of law, to a lien against said Leased Premises and improvements thereon, and Lessee will discharge any such lien within thirty (30) days after notice of filing thereof. Notice is hereby given by City to all persons that no lien attaches to any such improvements.

5.6 Upon the completion of construction or installation, the complete and unencumbered title to all improvements located on the Leased Premises shall immediately vest in City free and clear of all claims on the part of the Lessee on account of any repair or improvement work done or to be done under the terms hereof by Lessee. This vesting of title in the City at the time specified is a part of the consideration for this lease. The City shall not be liable to Lessee or Lessee's contractors or sub lessees for the value of any improvements constructed or located on the Leased Premises.

ARTICLE 6 - ADDITIONAL OBLIGATIONS OF LESSEE

6.1 Lessee shall conduct its operations hereunder in an orderly and proper manner.

6.2 Further, Lessee shall take all reasonable measures:

6.2.1 Not to produce on the Airport any disturbance that interferes with the operation by the City, the Federal Aviation Administration, or the Oklahoma Aeronautics Commission of air navigational, communication or flight equipment on the Airport.

6.2.3 Lessee shall control the conduct and demeanor of its officers, agents, employees, invitees and, upon objection from City concerning the conduct, demeanor of any such person, Lessee shall immediately take all lawful steps necessary to remove the cause of the objection.

6.2.4 Lessee shall comply with all health and safety laws and requirements and any other federal, state or municipal laws, ordinances, rules, regulations and requirements, applicable to the Leased Premises and the improvements thereon and its operations at the Airport hereunder.

6.2.5 Lessee shall comply with all written instructions of the City in disposing of its trash and refuse at Lessee's expense and shall use a system of refuse disposal approved by the City. The manner of handling and disposing of trash, garbage and other refuse and the frequency of removal thereof from the Airport premises shall at all times be subject to the

rules, regulations and approval of City.

6.2.6 Lessee shall not commit, nor permit to be done, anything which may result in the commission of a nuisance, waste, or injury on the Leased Premises.

6.2.7 Lessee shall not do, nor permit to be done, anything which may interfere with the effectiveness or accessibility of the drainage system, sewerage system, fire protection system, sprinkler system, alarm system and fire hydrants and hoses, if any, installed or located on the Leased Premises.

6.2.8 Lessee shall take measures to ensure security in compliance with Federal Aviation Regulations and the Airport Security Plan.

6.2.9 Lessee shall not do, nor permit to be done, any act or thing upon the Leased Premises which may constitute a hazardous condition so as to increase the risks attendant upon the operations permitted by the Agreement.

6.2.10 Lessee shall use only a working supply of flammable liquids within any covered or enclosed portion of the Leased Premises. Any other supplies of such liquids shall be kept and stored in safety containers of a type approved by the Underwriters Laboratories. The term "working supply" as used in this Section 6.10 shall mean the amount consumed by Lessee during any normal workday.

6.2.11 Except for services permitted under Article 3 hereof to be performed by Lessee or Lessee's subcontractors, Lessee shall provide prompt written notice to the City of any person, firm or corporation performing aircraft maintenance work, flight instruction of any sort, air taxi, aircraft charter or aircraft leasing of any sort on the Leased Premises for commercial purposes without a valid permit from the City.

ARTICLE 7 - INGRESS AND EGRESS

7.1 The Lessee shall have the right of ingress and egress to and from the Leased Premises by means of roadways, to be used in common with others having rights of passage thereon, except when the Airport is closed to the public.

7.2 The use of any such roadway shall be subject to the Rules and Regulations of the Airport which are now in effect or which may hereafter be promulgated. City may, at any time, temporarily or permanently, close or consent to or request the closing of any such roadway and any other way at, in or near the Leased Premises presently or hereafter used as such, so long as a reasonable means of ingress and egress as provided above remains available to the Lessee. The Lessee hereby releases and discharges the City, its officers, employees and agents; and all municipalities and other governmental authorities and their respective successors and assigns, of and from any and all claims, demands, or causes of action which the Lessee may now or at any time hereafter have against any of the foregoing, arising or alleged to arise out of the closing of any street, roadway or other area,

provided that a reasonable means of access to the Leased Premises remains available to the Lessee whether within the Leased Premises or outside the Leased Premises at the Airport unless otherwise mandated by safety considerations or lawful exercise of the police power. The Lessee shall not do or permit anything to be done which will interfere with the free access and passage of others to space adjacent to the Leased Premises or in any streets or roadways near the Leased Premises.

ARTICLE 8 - LIABILITIES AND INDEMNITIES

8.1 City shall not in any way be liable for any cost, liability, damage, or injury, including cost of suit and reasonable expenses of legal services, claimed or recovered by any person whomsoever, or occurring on the Leased Premises, or the Airport, or as a result of any operations works, acts or omissions performed on the Leased Premises, or the Airport, by Lessee, its sub lessees or tenants, or their guest or invitees.

8.2 Lessee agrees to indemnify, save and hold harmless, the City, (its officers, agents, servants and employees) of and from any and all costs, liability, damage and expense (including costs of suit and reasonable expenses of legal services) claimed or recovered, justly or unjustly, false, fraudulent or frivolous, by any person, firm or corporation by reason of injury to, or death of, any person or persons, and damage to, destruction or loss of use of any and all property, including City personnel and City property, directly or indirectly arising from, or resulting from, any operations, works, acts or omissions of Lessee, its agents, servants, employees, contractors, sub lessees or tenants. Provided, however, that upon the filing with the City by anyone of a claim for damages arising out of incidents for which Lessee herein agrees to indemnify and hold the City harmless, the City shall notify Lessee of such claim and in the event that Lessee does not settle or compromise such claim, then Lessee shall undertake the legal defense of such claim both on behalf of Lessee and behalf of the City. It is specifically agreed, however, that the City at its own cost and expense, may participate in the legal defense of any such claim. Any final judgment rendered against the City for any cause for which Lessee is liable hereunder shall be conclusive against Lessee as to liability and amount upon the expiration of the time for appeal.

8.3 In addition to Lessee's undertaking, as stated in this Article, and as a means of further protecting the City, its officers, agents, servants and employees, Lessee shall at all times during the term of this Agreement obtain and maintain in effect Public Liability Insurance coverage as set forth in Schedule A attached hereto and made a part hereof. In this connection, Lessee agrees to require its contractors doing work on the Airport, and Lessee's tenants and sub lessees, to carry adequate insurance coverage, and if Lessee so desires, it may accomplish same by an endorsement to Lessee's policies to include such persons or parties as additional named insured.

8.3.1 The City reserves the right to increase the minimum liability insurance set forth in Schedule A when in the City's opinion the risks attendant to Lessee's operations hereunder have increased.

8.4 The Lessee represents that it is the owner of or fully authorized to use any and all services, processes, machines, articles, marks, names, or slogans used by it in its operations under or in anywise connected with this Agreement. The Lessee agrees to save and hold the City, its officers, employees, agents, and representatives free and harmless of and from any loss, liability, expense, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright or arising from any alleged or actual unfair competition or other similar claim arising out of the operations of the Lessee under or in anywise connected with this Agreement.

8.5 The Lessee represents and warrants that no broker has been concerned on its behalf in the negotiation of this Agreement and that there is no such broker who is or may be entitled to be paid a commission in connection therewith. The Lessee shall indemnify and save harmless the City of and from any claim for commission or brokerage made by any such broker when such claim is based in whole or in part upon any act or omission of the Lessee.

ARTICLE 9 - RULES AND REGULATIONS

9.1 From time-to-time City may adopt and enforce rules and regulations with respect to the occupancy and use of the Airport. Lessee agrees to observe and obey any and all rules and regulations, minimum standards, and all other Federal, State, and municipal rules, regulations and laws and to require its officers, agents, employees, contractors, and suppliers, to observe and obey the same. City reserves the right to deny access to the Airport and its facilities to any person, firm or corporation that fails or refuses to obey and comply with such rules, regulations, or laws. Lessee hereby acknowledges receipt of a current copy of such City rules and regulations.

ARTICLE 10 - SIGNS

10.1 Lessee shall have the right to install and maintain one or more signs on the Leased Premises identifying it and its operations, provided, however, the subject matter, type, design, number, location, and elevation of such signs, and whether lighted or unlighted, shall be subject to and in accordance with the written approval of the City. No sign will be approved that may be confusing to aircraft pilots or automobile drivers or their traffic or which fails to conform to the architectural scheme of the Airport or meet the requirements of the City.

ARTICLE 11 - ASSIGNMENT AND SUBLEASE

11.1 Lessee covenants and agrees that it will not sell, convey, transfer, mortgage, pledge or assign this Agreement or any part thereof, or any rights created thereby, without the prior written consent of the City.

11.2 Any assignment or transfer of this Agreement, or any rights of Lessee hereunder, without the consent of the City, shall entitle the City at its option to forthwith cancel this Agreement.

11.3 Any assignment of this Agreement approved and ratified by the City shall be on the

condition that the assignee accepts and agrees to all of the terms, conditions, and provisions of this Agreement, and agrees to accept and discharge all of the covenants and obligations of Lessee hereunder, including but not limited to the payment of all sums due and to become due by Lessee under the terms hereof.

11.4 Subject to all of the terms and provisions hereof, Lessee may, with the prior written consent of the City, sublet a portion or portions of the Leased Premises to a person, partnership, firm or corporation engaged in a business that is in the opinion of the City compatible with Lessee's authorized Airport business, but in no event shall the Lessee sublet all or any portion of the Leased Premises to a fixed base operator.

11.5 No consent by the City to subleasing by Lessee of portions of the Leased Premises shall in any way relieve Lessee of any of its obligations to the City set forth or arising from this lease and a termination of Lessee's rights hereunder shall ipso facto terminate all subleases.

11.6 No consent to subleasing by the Lessee to a person, corporation or partnership conducting any business for profit derived from activities at the Airport shall be granted by the City without a duly executed permit agreement between the City and the sub lessee.

11.7 If the Lessee assigns, sells, conveys, transfers, mortgages, or pledges this agreement or sublets any portion of the Leased Premises in violation of the foregoing provisions of this Article, or if the Leased Premises are occupied by anyone other than the Lessee, City may collect from any assignee, sub lessee or anyone who claims a right to this Agreement or who occupies the Leased Premises any charges or fees payable by it and may apply the net amount collected to the rents herein reserved; and no such collection shall be deemed a waiver by City of the agreements contained in this Article nor of acceptance by City of any assignee, claimant or occupant, nor as a release of the Lessee by City from the further performance by the Lessee of the agreements contained herein.

ARTICLE 12 - NON-DISCRIMINATION

12.1 The Lessee, for it, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the Leased Premises for a purpose for which a United States Government program or activity is extended, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil rights Act of 1964, and as said Regulations may be amended.

12.2 The Lessee, for itself, its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the grounds of race, color, or national origin shall be excluded

from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Leased Premises; (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Lessee shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

12.3 In this connection, the City reserves the right to take whatever action it might be entitled by law to take in order to enforce this provision. This provision is to be considered as a covenant on the part of the Lessee, a breach of which, continuing after notice by City to cease and desist, will constitute a material breach of this Agreement, and will entitle the City, at its option, to exercise its right of termination as provided for herein, or take any action that it deems necessary to enforce compliance herewith.

12.4 The Lessee shall include the foregoing provisions in every agreement or concession pursuant to which any person or persons, other than the Lessee, operates any facility at the Leased Premises providing service to the public and shall include thereon a provision granting the City a right to take such action as the United States may direct to enforce such covenant.

12.5 The Lessee shall indemnify and hold harmless City from any claims and demands of third persons including the United States of America resulting from the Lessee's noncompliance with any of the provisions of this Section and the Lessee shall reimburse City for any loss or expense incurred by reason of such noncompliance.

ARTICLE 13 - GOVERNMENTAL REQUIREMENTS

13.1 The Lessee shall procure all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Lessee's operations at the Leased Premises which may be necessary for the Lessee's operations thereat.

13.2 The Lessee shall pay all taxes, licenses, certification, permit and examination fees and excise taxes which may be assessed, levied, exacted, or imposed on the Leased Premises or operation hereunder or on the gross receipts or income to Lessee there from, and shall make all applications, reports and returns required in connection therewith.

13.3 Lessee shall have the right, at its cost and expense, to undertake appropriate action to exempt all or any part of the Leased Premises from real estate taxes imposed upon the Leased Premises, or to secure a reduction in real estate taxes as assessed. Any such real estate taxes shall be apportioned as of the dates of commencement and termination of the

lease. If any real estate taxes as may be assessed against the Leased Premises are reduced or eliminated, Lessee shall be entitled to full benefit thereof, including any refund payable to Lessee resulting there from.

ARTICLE 14 - RIGHTS OF ENTRY RESERVED

14.1 The City, by its officers, employees, agents, representatives, and contractors shall have the right at all reasonable times to enter upon the Leased Premises for any and all purposes, provided, such action by the City, its officers, employees, agents, representatives and contractors does not unreasonably interfere with the Lessee's use, occupancy, or security requirements of the Leased Premises. Security requirements must be pre-approved in writing by Lessor.

14.2 Without limiting the generality of the foregoing, the City, by its officers, employees, agents, representatives, contractors and furnishers of utilities and other services, shall have the right, at its own cost and expense, whether for its own benefit, or for the benefit of others than the Lessee at the Airport, to maintain existing and future utility, mechanical, electrical and other systems and to enter upon the Leased Premises at all reasonable times to make such repairs, replacements or alterations thereto, as may, in the opinion of the City, be deemed necessary or advisable, and from time to time to construct or install over, in or under the Leased Premises such systems or parts thereof and in connection with such maintenance use the Leased Premises for access to other parts of the Airport otherwise not conveniently accessible, provided, however, that in the exercise of such right of access, repair alteration or new construction, the City, shall not unreasonably interfere with the actual use and occupancy of the Leased Premises by the Lessee. It is specifically understood and agreed that the reservation of the aforesaid right by the City shall not impose or be construed to impose upon the City any obligation to repair, replace or alter any utility service lines now or hereafter located on the Leased Premises for the purpose of providing utility services only to the Leased Premises.

14.3 In the event that any personal property of Lessee shall obstruct the access of the City, its officers, employees, agents or contractors, or the utility company furnishing utility service to any of the existing utility, mechanical, electrical and other systems, and thus shall interfere with the inspection, maintenance or repair of any such system, Lessee shall move such property, as directed by the City or said utility company, in order that access may be had to the system or part thereof for inspection, maintenance or repair. If Lessee shall fail to so move such property after direction from City or said utility company to do so, the City or the utility company may move it, and the Lessee hereby agrees to pay the cost of such moving upon demand, and further Lessee hereby waives any claim for damages as a result there from, except for claims for damages arising from the City's sole negligence.

14.4 At any reasonable time, and from time to time during the ordinary business hours, the City, by its officers, agents, and employees, whether or not accompanied by a prospective lessee, occupier or user of the Leased Premises, shall have the right to enter thereon for the purpose of exhibiting and viewing all parts of the same, subject to Lessee's reasonable

security requirements. Any security requirement must be submitted to the City and are subject to pre-approval by the City.

14.5 Exercise of any or all of the foregoing rights, by the City, or others under right of the City, shall not be, nor be construed to be, an eviction of Lessee, nor be made the grounds for any abatement of rental nor any claim or demand for damages, consequential or otherwise.

ARTICLE 15 - ADDITIONAL RENTS AND CHARGES

15.1 Except as provided in Section 5.3 (b), in the event Lessee fails within thirty (30) days after receipt of written notice from City to perform or commence to perform any obligation required herein to be performed by Lessee, City may enter the Leased Premises (without such entering causing or constituting a cancellation of this Agreement or an interference with the possession of such Leased Premises by Lessee) and do all things reasonably necessary to perform such obligation, charging to Lessee the cost and expense thereof, and Lessee agrees to pay to the City upon demand such charge in addition to other amounts payable by Lessee hereunder. Provided, however, that if Lessee's failure to perform any such obligation endangers the safety of the public or employees or property of the City or other tenants of the Airport, and City so states in its notice to Lessee, the City may perform such obligation of Lessee at any time after the giving of such notice, and charge to the Lessee the reasonable cost and expense thereof which Lessee shall pay upon demand.

15.2 If the City elects to pay any sum or sums or incur any obligation or expense by reason of the failure, neglect or refusal of Lessee to perform or fulfill any one or more of the conditions, covenants or agreements contained in this Agreement, or as the result of any act or omission of Lessee contrary to said conditions, covenants or agreements, Lessee hereby agrees to pay the sum or sums so paid or expense so incurred by the City as a result of such failure neglect or refusal of Lessee, including interest, not to exceed ten percent (10%) per annum, together with all costs, damages and penalties. In such event, the total of such amounts may be added to any installment of rent thereafter due hereunder, and each and every part of the same shall be and become additional rent recoverable by the City in the same manner and with like remedies as if it were originally a part of the rent provided for in this Agreement.

ARTICLE 16 - DEFAULT

16.1 In the event Lessee breaches any term or provision of this Lease, including the obligation to pay rent as and when due, the City shall have the right to terminate this lease upon giving Lessee ten (10) days notice to cure such default (except as otherwise provided in Section 5.3 above). If Lessee shall not have cured its default within said ten (10) day period to the satisfaction of the City, then the City may declare this Lease and Lessee's right of occupancy to be terminated, and Lessee shall at once quit the Premises, taking only such personality or fixtures as the City may authorize to be removed. The foregoing rights and remedies given

to City are and shall be deemed to be cumulative and shall be deemed to be given to City in addition to any other and further rights granted to City herein or by law. The failure by the City at any time to exercise any right or remedy hereby given to it shall not be deemed to operate as a waiver by it of its right to exercise such rights or remedies at any other or future time.

ARTICLE 17 - TERMINATION BY LESSEE

17.1 In addition to any other right of cancellation herein given to Lessee, or any other rights to which it may be entitled by law, equity or otherwise, as long as Lessee is not in default in payment to City of any amounts due City under this Agreement, Lessee may cancel this Agreement and thereby terminate all of its rights and unaccrued obligations hereunder, by giving City thirty (30) days' advance written notice upon or after the happening of the following events:

17.1.1 issuance by a court of competent jurisdiction of an injunction which in any way substantially prevents or restrains the use of the Leased Premises, or any part thereof necessary to Lessee's business operations on the Airport, and which injunction remains in force for a period of at least thirty (30) days after the party against whom the injunction has been issued has exhausted or abandoned all appeals or one hundred twenty (120) days whichever is shorter, if such injunction is not necessitated by or issued as a result of an act or omission of Lessee; or

17.1.2 The assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of the Airport and its facilities, or any substantial part thereof, in such a manner as substantially to restrict Lessee from operating its authorized Airport business for a continuous period of at least ninety (90) days.

ARTICLE 18 - SURRENDER AND RIGHT OF RE-ENTRY

18.1 Upon the cancellation, termination, or expiration of this Agreement pursuant to any terms hereof, Lessee agrees peaceably to surrender up the Leased Premises to the City in the same condition as they are at the time of the commencement of the term hereof, and as they may hereafter be repaired and improved by Lessee; save and except, (a) such normal wear and tear thereof as could not have been prevented by ordinary and usual repairs and maintenance, (b) obsolescence in spite of repair, and (c) damage to or destruction of the leasehold improvements for which insurance proceeds are received by the City. Upon such cancellation, termination, or expiration the City will re-enter and repossess the Leased Premises together with all improvements and additions thereto, or pursue any remedy permitted by law for the enforcement of any of the provisions of this Agreement. Furthermore, upon such cancellation, termination, or expiration, and for a reasonable time thereafter (not exceeding thirty (30) days after such cancellation, termination, or expiration, and for which period Lessee will pay to the City current lease rentals), or during the term of this Agreement, if Lessee is not in default in rentals or any other charges or obligations due the City, Lessee shall have the right to remove its personal property, fixtures and trade

equipment which it may have on the Leased Premises, provided the removal thereof does not impair, limit or destroy the utility of said Leased Premises or building for the purpose for which they were constructed or improved, and provided, further, that Lessee repairs all damages that might be occasioned by such removal, and restores the building and site to the condition above required. Upon the reversion of the Leased Premises to the City the Lessee shall have first right of refusal to enter into an agreement to rent the Premises from the City at an agreed upon rate. The rental rate shall be determined by similarly valued City owned facilities and not the ground lease rate.

ARTICLE 19 - SERVICES TO LESSEE

19.1 City covenants and agrees that during the term of this Agreement it will operate the Airport as such for the use and benefit of the public provided, however, that the City may prohibit or limit any given type, kind, or class of aeronautical use of the Airport if such action is necessary for the safe operation of the Airport or necessary to serve the civil aviation needs of the public. The City further agrees to use its best efforts to maintain the runways and taxiways in good repair. City agrees to keep in good repair hard-surfaced public roads for access to the Leased Premises. City also agrees to maintain its water and sanitary sewer facilities in areas designated for utilities or easements adjacent to the Leased Premises for access thereto by Lessee in accordance with City Ordinances governing same.

19.2 Lessee will contract with and obtain all required permits from the appropriate City Departments for any utility services provided by City, paying any required connection fees, including those to be paid by owners, and all such services will be provided at rates and on terms and conditions established by the City for similar users in the City.

19.3 Lessee will also contract with the furnishers of all other utilities for the furnishing of such services to the Leased Premises and shall pay for all water, gas, electricity, sanitary sewer service, telephone, and burglary and fire protection services furnished to the Leased Premises.

ARTICLE 20 - SURVIVAL OF THE OBLIGATIONS OF THE LESSEE

20.1 In the event that the Agreement shall have been terminated in accordance with a notice of termination as provided in Article 16 hereof, all the obligations of the Lessee under this Agreement shall survive such termination, re-entry, regaining or resumption of possession and shall remain in full force and effect for the full term of this Agreement, and the amount or amounts of damages or deficiency shall become due and payable to City to the same extent, at the same time or times, and in the same manner as if no termination, re-entry, regaining or resumption of possession had taken place. City may maintain separate actions each month to recover the damage or deficiency then due or at its option and at any time may sue to recover the full deficiency less the proper discount, for the entire unexpired term of the Agreement.

20.2 The amount of damages for the period of time subsequent to termination (or re-entry, regaining or resumption of possession) on account of the Lessee's rental obligations shall be the sum of the following:

20.2.1 The amount of the total of all installments thereof payable prior to the effective date of termination except that the credit to be allowed for the installment payable on the first (1st) day of the month in which the termination is effective shall be prorated for the part of the month the Agreement remains in effect on the basis of the total days in the month;

20.2.2 An amount equal to all expenses incurred by City in connection with regaining possession, restoring the Leased Premises, acquiring a new lease for the Leased Premises, legal expenses (including but not limited to attorney's fees), putting the Leased Premises in order, maintenance, and brokerage fees.

20.3 Alternative obligation and damage resolution shall be at the sole discretion of the Lessor and must be granted in writing by the City.

20.4 Lessor shall have the sole right to terminate this lease at any time during the term with one hundred twenty (120) days prior written notice to Lessee.

ARTICLE 21 - USE SUBSEQUENT TO CANCELLATION OR TERMINATION

21.1 The City, upon termination or cancellation pursuant to Article 16 hereof, may occupy the Leased Premises or may enter into an agreement with another lessee and shall have the right to permit any person, firm or corporation to enter upon the Leased Premises and use the same. Such use may be of part only of the Leased Premises or of the entire Leased Premises, together with other premises, and for a period of time the same as or different from the balance of the term hereunder remaining, and on terms and conditions the same as or different from those set forth in this Agreement.

21.2 City shall also, upon said termination or cancellation, or upon re-entry, regaining or resumption of possession, have the right to repair and to make structural or other changes in the Leased Premises, including changes which alter its character and the suitability thereof for the purposes of the Lessee under this Agreement, without affecting, altering, or diminishing the obligations of the Lessee hereunder, provided, that any structural changes shall not be at Lessee's expense.

21.3 In the event either of use by others or of any actual use and occupancy by City, there shall be credited to the account of the Lessee against its survived obligations hereunder any net amount remaining after deducting from the amount actually received from any lessee, licensee, permittee or other occupier in connection with the use of the said Leased Premises or portion thereof during the balance of the term of use and occupancy as the same if originally stated in this Agreement, or from the market value of the occupancy of such

portion of the Leased Premises as City may itself during such period actually use and occupy, all expenses, costs and disbursements incurred or paid by City in connection therewith. No such use and occupancy shall be or be construed to be an acceptance of a surrender of the Leased Premises, nor shall such use and occupancy constitute a waiver of any rights of City hereunder. City will use its best efforts to minimize damages to Lessee under this Article.

ARTICLE 22 - LIMITATION OF RIGHTS AND PRIVILEGES GRANTED

22.1 Except the exclusive right of Lessee to possession of the Leased Premises, no exclusive rights at the Airport are granted by this Agreement and no greater rights or privileges with respect to the use of the Leased Premises or any part thereof are granted or intended to be granted to the Lessee by this Agreement, or by any provision thereof, than the rights and privileges expressly and specifically granted hereby.

ARTICLE 23 - NOTICES

23.1 All notices, consents and approvals required or desired to be given by the parties hereto shall be sent in writing, and shall be deemed sufficiently given when same is deposited in the United States Mail, sufficient postage prepaid, registered or certified mail, return receipt requested, addressed to the recipient at the address set forth below:

To City: Airport Manager
P.O. Box 1448
Xxxxxxxxxxxx, Oklahoma 7XXXX

AND

To Lessee: **********
****
****

23.2 Such addresses shall be subject to change from time to time to such other addresses as may have been specified in written notice given by the intended recipient to sender.

ARTICLE 24 - HOLDING OVER

24.1 No holding over by Lessee after the termination of this lease shall operate to extend or renew this lease for any further term whatsoever; but Lessee will by such holding over become the tenant at will of City and after written notice by City to vacate such premises, continued occupancy thereof by Lessee shall constitute Lessee a trespasser. Such holding

over shall be at a rental rate equal to 150% of the rent payable in Article 1 above.

24.2 Any holding over by Lessee beyond the thirty (30) day period permitted for removal of fixtures without the written consent of the City shall make the Lessee liable to the City for damages equal to double the rentals provided for herein and which were in effect at the termination of the lease.

24.3 All insurance coverage that Lessee is required under the provisions hereof to maintain in effect shall continue in effect for so long as Lessee, or any of Lessee's sub lessees or tenants occupy the Leased Premises or any part thereof.

ARTICLE 25 - INVALID PROVISIONS

25.1 The invalidity of any provisions, articles, paragraphs, portions, or clauses of this Agreement shall have no effect upon the validity of any other part or portion hereof, so long as the remainder shall constitute an enforceable Agreement.

ARTICLE 26 - MISCELLANEOUS PROVISIONS

Remedies to be Nonexclusive.

26.1 All remedies provided in this Agreement shall be deemed cumulative and additional and not in lieu of, or exclusive of, each other, or of any other remedy available to the City, or Lessee, at law or in equity, and the exercise of any remedy, or the existence herein of other remedies or indemnities shall not prevent the exercise of any other remedy.

Non-Waiver of Rights.

26.2 The failure by either party to exercise any right, or rights accruing to it by virtue of the breach of any covenant, condition or agreement herein by the other party shall not operate as a waiver of the exercise of such right or rights in the event of any subsequent breach by such other party, nor shall other party be relieved thereby from its obligations under the terms hereof.

Force Majeure.

26.3 Neither party shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reason of labor disputes, acts of God, acts of the public enemy, acts of superior governmental authority or other circumstances for which it is not responsible or which is not in its control provided, however, that this section shall not excuse Lessee from paying the rentals herein specified.

Non-Liability of Individuals.

26.4 No director, officer, agent or employee of either party hereto shall be charged personally or

held contractually liable by or to the other party under any term or provision of this Agreement or of a supplement, modification or amendment to this Agreement because of any breach thereof, or because of his or their execution or attempted execution of the same.

Quiet Enjoyment.

26.5 The City covenants that as long as Lessee is not in default of any provision of this Agreement, Lessee shall and may peaceably and quietly have, hold and enjoy the Leased Premises exclusively to it during the term hereof unless sooner canceled as provided in this Agreement.

General Provisions.

26.6 Lessee shall not use, or permit the use of, the Leased Premises, or any part thereof, for any purpose or use other than those authorized by this Agreement.

26.7 This Agreement shall be performable and enforceable in Clinton, Oklahoma and shall be construed in accordance with the laws of the State of Oklahoma.

26.8 This Agreement is made for the sole and exclusive benefit of the City and Lessee, their successors and assigns, and is not made for the benefit of any third party.

26.9 In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.

26.10 All covenants, stipulations and agreements in this Agreement shall extend to and bind each party hereto, its legal representatives, successors and assigns.

26.11 The titles of the several articles of this Agreement are inserted herein for convenience only and are not intended and shall not be construed to affect in any manner the terms and provisions hereof, or the interpretation or construction thereof.

26.12 Nothing herein contained shall create or be construed to creating a co-partnership between the City and the Lessee or to constitute the Lessee an agent of the City. The city and the Lessee each expressly disclaim the existence of such a relationship between them.

ARTICLE 27 - SUBORDINATION CLAUSES

27.1 This Agreement is subject and subordinate to the following:

27.1.1 City reserves the right to develop and improve the Airport as it sees fit, regardless of the desires or view of Lessee, and without interference or hindrance by or on behalf of Lessee, provided, Lessee is not deprived of the use of or access to the Leased Premises.

27.1.2 City reserves the right to take any action it considers necessary to protect the aerial

approaches to the Airport against obstruction, together with the right to prevent Lessee from erecting or permitting to be erected any building or other structure on the Airport which, in the opinion of the City, would limit the usefulness of the Airport or constitute a hazard to aircraft.

27.1.3 This Agreement is and shall be subordinate to the provisions of existing and future agreements between City and the United States or State of Oklahoma relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the obtaining or expenditure of Federal or State funds for the benefit of the Airport.

27.1.4 During the time of war or national emergency, City shall have the right to lease all or any part of the landing area or of the Airport to the United States for military or naval use, and if any such lease is executed, the provisions of this Agreement insofar as they may be inconsistent with the provisions of such lease to the Government, shall be suspended, but such suspension shall not extend the term of this Agreement. Abatement of rentals shall be determined by the City in proportion to the degree of interference with Lessee's use of the Leased Premises.

27.1.5 Except to the extent required for the performance of any obligations of Lessee hereunder, nothing contained in this Agreement shall grant to the Lessee any rights whatsoever in the airspace above the Leased Premises other than those rights where subject to Federal Aviation Administration rules, regulations and orders currently or subsequently effective.

ARTICLE 28 - ENTIRE AGREEMENT

28.1 The Agreement consists of Articles 1 to 28, inclusive, and Schedule A.

28.2 It constitutes the entire Agreement of the parties hereto and may not be changed, modified, discharged or extended except by written instrument duly executed by the City and the Lessee. The parties agree that no representations or warranties shall be binding upon the City or the Lessee unless expressed in writing in this Agreement of Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written above.

LESSOR:

THE CITY OF CLINTON, OKLAHOMA
A Municipal Corporation

By: _____
XXXXXXXXXXXX
CITY MANAGER
/ AIRPORT MANAGER

ATTEST:

_____
XXXXXXXXXXX, CITY CLERK

LESSEE:
****
A Corporation

By:_____
****

ATTEST:

_____

SCHEDULE "A"

INSURANCE COVERAGE

The Lessee, at Lessee's expense, shall obtain and maintain in continuous effect during the term of this Lease Agreement, insurance policies issued by an insurance carrier licensed to do business in the State of Oklahoma, providing for:

1. Comprehensive General Liability - having a minimum of $100,000.00 per person, 300,000.00 for any one accident, and $100,000.00 property damage with the following coverage:

   A. broad form contractual liability

   B. premises and operations

2. Fire coverage

The Lessee shall provide the City with a Certificate of Insurance indicating proof of the foregoing coverage. Such certificate shall provide that the carrier issuing the certificate shall notify the City within ten (10) days in advance of any cancellation or significant change in the terms or coverage of such insurance policies.

The failure of the Lessee to obtain and maintain such insurance coverage shall not relieve the Lessee from any liability arising from this Lease Agreement nor shall any such liability be limited to the liability insurance coverage provided for herein.