**PUBLIC NOTICE OF A REGULAR MEETING**
**OF THE SOLID WASTE AUTHORITY**
**TUESDAY, JANUARY 5, 2021 AT 5:30 PM**
**CLINTON CITY HALL**

## AGENDA

Source listing: 01/05/21 Meetings
Original source: https://agendas.clintonok.gov/archive/2021/010521/launch.html
The folder contains several unlinked 2020 copies. The January 5 launch page leads to the 2021 agendas used here.
Original authority agenda: https://agendas.clintonok.gov/archive/2021/010521/council.html
Original authority agenda: https://agendas.clintonok.gov/archive/2021/010521/multi.html
Original authority agenda: https://agendas.clintonok.gov/archive/2021/010521/publicworks.html
Original authority agenda: https://agendas.clintonok.gov/archive/2021/010521/solidwaste.html

1. Call to Order
2. Opening Prayer/Pledge Landon Dixon, Church of Christ
    A. Joe Cloninger, Chaplain, American Legion Post 41
3. Consent Agenda
    A. Consider Approval of Minutes of December 15, 2020
    B. Consider Claims
4. Action Items:
    A. Adjournment to an Executive Session for the purpose of discussing confidential communications between a public body and its attorney concerning a pending investigation, claim, or action if the public body, with the advice of its attorney, determines…
    B. Reconvene to Regular Session
    C. Any Action(s) Arising Out of the Executive Session.
5. Trustee Report
6. City Manager’s Report
7. Adjournment

Filed this 31st Day of December, 2020. Posted on the bulletin board in the lobby of the Clinton City Hall on December 31, 2020 at 5:00 p.m.

# MINUTES OF SOLID WASTE AUTHORITY MEETING
# DECEMBER 15, 2020

Minutes of the regular meeting of the Chairman and Trustees of the Clinton Recreational Authority City of Clinton, Oklahoma, Custer County, held in the City Council Room, City Hall on Tuesday, December 15, 2020, 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 11, 2020.

Chairman David Berrong called the meeting to order with the following present;

**CHAIRMAN**: David Berrong
**TRUSTEES**: Patch McComas Absent, Ernie Dowdell Absent, Arthur Lloyd, Chris Jones
**MANAGER:** Robert Johnston
**CITY TREASURER**: Debra Blanchard
**CITY ATTORNEY**: Ryan Meacham **Absent**
**CITY CLERK:** Amy Jones
**NEWS MEDIA**: Mike Smith and others
**OTHERS:** Paul Rinkel, Gene McCullough, Johnny O'Conner, Bobby Stewart, Judy Stewart, Lana Johnston, Donnie Phipps, Dan Day, Dacia Phillips, James Kuykendall and others.

Dan Day with the Ministerial Alliance opened the meeting with prayer and Donald Miller, American Legion Post 41 Commander, led the Pledge of Allegiance.

## AGENDA ITEM NO. 3: CONSENT AGENDA

A. Minutes of Regular Meeting of December1, 2020

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

Chairman put the motion to a roll call vote:

Aye: Jones, Lloyd, Berrong
Nay: None

Chairman declared the motion carried.

## AGENDA ITEM NO. 4: ACTION ITEMS

**B. Adjournment to an Executive Session for the purpose of discussing confidential communications between a public body and its attorney concerning a pending investigation, claim, or action if the public body, with the advice of its attorney, determines that disclosure will seriously impair the ability of the public body to process the claim or conduct a pending investigation, litigation, or proceeding in the public interest: pursuant to Title 25, OS ss 307(B)(4)**

Motion was made by Trustee Jones and seconded by Trustee Lloyd that Solid Waste Authority adjourn to Executive Session for the purpose of discussing confidential communications between a public body and its attorney concerning a pending investigation, claim, or action if the public body, with the advice of its attorney, determines that disclosure will seriously impair the ability of the public body to process the claim or conduct a pending investigation, litigation, or proceeding in the public

interest: pursuant to Title 25, OS ss 307(B)(4) as stated

Chairman put the motion to a roll call vote:

Aye: Jones, Lloyd, Berrong
Nay: None

Chairman declared the motion carried.

Johnston reported that City Attorney Meacham was in quarantine and would participate in the executive session via Zoom and/or conference call.

**B. Any Action(s) Arising Out of the Executive Session - NO ACTION**

**C. Reconvene to Regular Session**

Motion was made by Trustee Jones and seconded by Trustee Lloyd to reconvene to the regular meeting of the Solid Waste Authority.

Chairman put the motion to a roll call vote:

Aye: Jones, Lloyd, Berrong
Nay: None

Chairman declared the motion carried.

**AGENDA ITEM NO. 5: TRUSTEE REPORT**

None

**AGENDA ITEM NO. 6: CITY MANAGER'S REPORT**

None

**AGENDA ITEM NO. 7: ADJOURNMENT**

Moved by Trustee Jones and seconded by Trustee Lloyd to adjourn the meeting at 6:20 p.m.

Chairman put the motion to a roll call vote:

Aye: Jones, Lloyd, Berrong
Nay: None

FUND: GENERAL FUND

| DEPARTMENT | VENDOR NAME | GL ACCOUNT | ACCOUNT DESCRIPTION | DESCRIPTION | AMOUNT |
|---|---|---|---|---|---|
| NON-DEPARTMENTAL | OK TAX COMMISSION | 2405 | SALES TAX LIABILITY | SALES TAX ESTIMATE DEC 202 | 4.56 |
| | | 2405 | SALES TAX LIABILITY | SALES TAX BALANCE DUE NOV | 2.57 |
| | C.L.E.E.T. | 2600 | DUE TO STATE - CLEET | PENALTY ASSESSMENT FEES NO | 271.15 |
| | O.S.B.I. | 2600 | DUE TO STATE - CLEET | FORENSIC/AFIS FEES NOV2020 | 530.81 |
| | OK UNIFORM BUILDING CODE COM | 2601 | DUE TO STATE-OUBCC R | UBCC FEES NOVEMBER 2020 | 68.00 |
| | | 2601 | DUE TO STATE-OUBCC R | UBCC FEES OCTOBER 2020 | 168.00 |
| | OKLAHOMA BUREAU OF NARCOTIC | 2602 | DUE TO STATE - OBN D | DRUG EDUCATION FEES NOV202 | 15.00 |
| | | | | TOTAL: | 1,060.09 |
| GOVERNING BOARD | TISDAL & O'HARA, PLLC | 40100-2085 | PROFESSIONAL SERVICE | IHS ENERGY RPTS 16-2N-17W | 18.00 |
| | RS MEACHAM CPAs & ADVISORS P | 40100-2095 | FINANCIAL AUDIT | FIN CONSULTANT FYE6/30/20 | 1,330.00 |
| | | | | TOTAL: | 1,348.00 |
| ADMINISTRATION | OMCTFOA TREASURER | 40200-2605 | DUES, SUBSCRIPTIONS, | JONES MEMBERSHIP | 50.00 |
| | OK MUN. ASSURANCE GROUP | 40200-1090 | WORKERS' COMPENSATIO | WORKER'S COMP FY2020/2021 | 2,798.42 |
| | 66 WOOD PRODUCTS | 40200-2617 | COVID 19 SUPPLIES/EX | 3 SNEEZE GUARDS/1-CRT 2 UT | 2,171.12 |
| | INDUSTRY SYSTEMS, LLC | 40200-2120 | CONTRACTUAL SERVICES | 4FIREWALLS FORTICARE RNWL | 2,589.80 |
| | KEVIN BRITTAIN | 40200-2460 | MISCELLANEOUS | UTILITY EASEMENT CONSIDER | 10.00 |
| | | | | TOTAL: | 7,619.34 |
| FINANCE | OMCTFOA TREASURER | 40300-2605 | DUES, SUBSCRIPTIONS, | BLANCHARD CAMDEN STERMER M | 150.00 |
| | OK ASSN OF PUBLIC TREASURERS | 40300-2605 | DUES, SUBSCRIPTIONS, | BLANCHARD CAMDEN STERMER M | 75.00 |
| | OK MUN. ASSURANCE GROUP | 40300-1090 | WORKERS' COMPENSATIO | WORKER'S COMP FY2020/2021 | 2,044.99 |
| | PITNEY-BOWES INC | 40300-2010 | POSTAGE | 20/21 POSTAGE MACH LEASE | 170.73 |
| | TYLER TECHNOLOGIES | 40300-2020 | DATA PROCESSING | COMPLAINT TRACK/CE 2/21-1/ | 3,210.31 |
| | KIWANIS CLUB OF CLINTON, OK | 40300-2605 | DUES, SUBSCRIPTIONS, | CIVIC CLUB DUES BLANCHARD | 40.00 |
| | STERLING CODIFIERS INC/AMERI | 40300-2120 | CONTRACTUAL SERVICES | INTERNET WEB HOSTING 1/21- | 500.00 |
| | GOVERNMENT FINANCE OFFICERS | 40300-2605 | DUES, SUBSCRIPTIONS, | BLANCHARD CAMDEN STERMER G | 75.00 |
| | PITNEY BOWES | 40300-2010 | POSTAGE | POSTAGE REFILL | 116.86 |
| | INFOSEND, INC | 40300-2120 | CONTRACTUAL SERVICES | BILLING FOR NOV 20 | 1,786.27 |
| | | 40300-2120 | CONTRACTUAL SERVICES | BILLING FOR DEC 20 | 1,791.28 |
| | A-7 AUSTIN, LTD dba | 40300-2015 | REPRODUCTION/PRINTIN | 3000 CHECKS/WARRANTS PRINT | 302.71 |
| | | | | TOTAL: | 10,263.15 |
| LEGAL AND COURTS | OK MUN. ASSURANCE GROUP | 40400-1090 | WORKERS' COMPENSATIO | WORKER'S COMP FY2020/2021 | 607.86 |
| | | | | TOTAL: | 607.86 |
| POLICE ADMINISTRATION | DEPT OF PUBLIC SAFETY | 40501-2110 | RENTAL CHARGES | LEASE OLETS EQUIP SYSTEM | 350.00 |
| | | 40501-2110 | RENTAL CHARGES | LEASE OLETS EQUIP SYSTEM | 350.00 |
| | OK MUN. ASSURANCE GROUP | 40501-1090 | WORKERS' COMPENSATIO | WORKER'S COMP FY2020/2021 | 1,139.64 |
| | AT&T | 40501-2005 | TELEPHONE | BUSINESS LOCAL SERVICE | 196.12 |
| | WEX BANK dba WRIGHT EXPRESS | 40501-2425 | FUEL, OIL, ETC. | FUEL USE | 97.69 |
| | | | | TOTAL: | 2,133.45 |
| POLICE SUPPORT SERVICE | OK MUN. ASSURANCE GROUP | 40502-1090 | WORKERS' COMPENSATIO | WORKER'S COMP FY2020/2021 | 2,276.59 |
| | | | | TOTAL: | 2,276.59 |
| POLICE OPERATIONS | OK MUN. ASSURANCE GROUP | 40503-1090 | WORKERS' COMPENSATIO | WORKER'S COMP FY2020/2021 | 5,629.70 |
| | GUARDIAN SECURITY SYSTEMS, I | 40503-2410 | OPERATING SUPPLIES | ALARM MONITORING PD | 19.50 |
| | CLINTON AUTO GLASS INC | 40503-2421 | PARTS-VEHICLE MAINTE | REPAIRS TO WINDSHIELD | 296.00 |
| | MISCELLANEOUS V MARIO CEDILL | 40503-2615 | TRAINING & DEVELOPME | MARIO CEDILLO:TUTION ASSIS | 500.00 |
| | WEX BANK dba WRIGHT EXPRESS | 40503-2425 | FUEL, OIL, ETC. | FUEL USE | 1,122.42 |
| | | | | TOTAL: | 7,567.62 |

FUND: GENERAL FUND

| DEPARTMENT | VENDOR NAME | GL ACCOUNT | ACCOUNT DESCRIPTION | DESCRIPTION | AMOUNT |
|---|---|---|---|---|---|
| POLICE ANIMAL CONTROL | OK MUN. ASSURANCE GROUP | 40504-1090 | WORKERS' COMPENSATIO | WORKER'S COMP FY2020/2021 | 426.47 |
| | WEX BANK dba WRIGHT EXPRESS | 40504-2425 | FUEL, OIL, ETC. | FUEL USE | 90.30 |
| | | | | TOTAL: | 516.77 |
| FIRE ADMINISTRATION | OK MUN. ASSURANCE GROUP | 40601-1090 | WORKERS' COMPENSATIO | WORKER'S COMP FY2020/2021 | 1,005.55 |
| | AT&T | 40601-2005 | TELEPHONE | BUSINESS LOCAL SERVICE | 175.33 |
| | TUFF FIRE & SAFETY, INC | 40601-2470 | FACILITIES MAINTENAN | ANNL FIRE EXT INSPECTION/H | 162.05 |
| | | | | TOTAL: | 1,342.93 |
| FIRE PROTECTION | OK MUN. ASSURANCE GROUP | 40606-1090 | WORKERS' COMPENSATIO | WORKER'S COMP FY2020/2021 | 5,127.58 |
| | REEVES CHAMOIS CO | 40606-2055 | MAINTENANCE/OTHER | 4 CHAMOIS | 140.00 |
| | WEX BANK dba WRIGHT EXPRESS | 40606-2425 | FUEL, OIL, ETC. | FUEL USE | 737.34 |
| | | | | TOTAL: | 6,004.92 |
| EMERGENCY MGMT | PUBLIC SERVICE CO OF OK dba | 40607-2456 | STORM SIREN MAINT & | ELECTRIC SERVICE/ALL DEPTS | 34.65 |
| | | | | TOTAL: | 34.65 |
| INSPECTION | OK MUN. ASSURANCE GROUP | 41000-1090 | WORKERS' COMPENSATIO | WORKER'S COMP FY2020/2021 | 481.62 |
| | CUSTER COUNTY CLERK | 41000-2092 | NUISANCE ABATE/CONTR | FILE LIEN & NOTICE ABATEME | 468.00 |
| | CUSTER CO ASSESSOR | 41000-2605 | DUES, SUBSCRIPTIONS, | WEBSITE SUBSCRIPTION JAN-D | 240.00 |
| | WEX BANK dba WRIGHT EXPRESS | 41000-2425 | FUEL, OIL, ETC. | FUEL USE | 49.89 |
| | KANE RUSSELL COLEMAN LOGAN P | 41000-2091 | DEMOLITION SERVICES | SWAYAM PROPERTIES/POR SRVC | 873.73 |
| | | 41000-2091 | DEMOLITION SERVICES | SWAYAM PROPERTIES/PRO SRVC | 366.00 |
| | | 41000-2091 | DEMOLITION SERVICES | SWAYAM PROPERTIES/PRO SRVC | 162.70 |
| | | | | TOTAL: | 2,641.94 |
| PARKS MAINTENANCE | OKLAHOMA NATURAL GAS CO | 41108-2080 | NATURAL GAS CHARGES | NATURAL GAS | 38.49 |
| | OK MUN. ASSURANCE GROUP | 41108-1090 | WORKERS' COMPENSATIO | WORKER'S COMP FY2020/2021 | 475.03 |
| | PUBLIC SERVICE CO OF OK dba | 41108-2075 | ELECTRIC CHARGES | ELECTRIC SERVICE/ALL DEPTS | 734.34 |
| | JEFF BAILEY ELECTRIC, LLC | 41108-2120 | CONTRACTUAL SERVICES | REPAIR AIR COMPRESSOR MOTO | 436.44 |
| | | 41108-2120 | CONTRACTUAL SERVICES | REPAIR POLE SOCCER PARKING | 148.41 |
| | 28 RENTALS, LLC | 41108-2110 | RENTAL CHARGES | TLT MINI GF/SOCCER | 270.00 |
| | | 41108-2110 | RENTAL CHARGES | TOILET KLUMP PARK | 100.00 |
| | | 41108-2110 | RENTAL CHARGES | PORTABLE TOILET DPS SITE | 90.00 |
| | WEX BANK dba WRIGHT EXPRESS | 41108-2425 | FUEL, OIL, ETC. | FUEL USE | 182.35 |
| | | | | TOTAL: | 2,475.06 |
| SWIMMING POOL | OKLAHOMA NATURAL GAS CO | 41109-2080 | NATURAL GAS CHARGES | NATURAL GAS | 37.28 |
| | OK MUN. ASSURANCE GROUP | 41109-1090 | WORKERS' COMPENSATIO | WORKER'S COMP FY2020/2021 | 475.02 |
| | | | | TOTAL: | 512.30 |
| STREETS MAINTENANCE | OK MUN. ASSURANCE GROUP | 41208-1090 | WORKERS' COMPENSATIO | WORKER'S COMP FY2020/2021 | 874.32 |
| | TUFF FIRE & SAFETY, INC | 41208-2120 | CONTRACTUAL SERVICES | ANNL FIRE EXT INSPECTION/H | 17.85 |
| | PUBLIC SERVICE CO OF OK dba | 41208-2076 | STREET LIGHTING CHAR | ELECTRIC SERVICE/ALL DEPTS | 7,055.74 |
| | SIGNALTEK, INC | 41208-2078 | TRAFFIC SIGNAL REPAI | SRVC STOPLIGHT GARY & 15TH | 448.75 |
| | WEX BANK dba WRIGHT EXPRESS | 41208-2425 | FUEL, OIL, ETC. | FUEL USE | 187.19 |
| | | | | TOTAL: | 8,583.85 |
| RECREATION | ARTIC AIR REFRIG. INC. | 41408-2470 | FACILITIES MAINTENAN | SCHEDULED MAINT ARMORY | 273.00 |
| | OKLAHOMA NATURAL GAS CO | 41408-2080 | NATURAL GAS CHARGES | NATURAL GAS | 1,197.79 |
| | OK MUN. ASSURANCE GROUP | 41408-1090 | WORKERS' COMPENSATIO | WORKER'S COMP FY2020/2021 | 707.26 |
| | CITY OF CLINTON | 41408-2060 | WATER CHARGES | WATER BILL ACME BRICK PARK | 113.73 |
| | | 41408-2065 | SEWER CHARGES | SEWER BILL ACME BRICK PARK | 32.52 |
| | | 41408-2460 | MISCELLANEOUS | FEES ACME BRICK PARK | 10.70 |

FUND: GENERAL FUND

| DEPARTMENT | VENDOR NAME | GL ACCOUNT | ACCOUNT DESCRIPTION | DESCRIPTION | AMOUNT |
|---|---|---|---|---|---|
| | TUFF FIRE & SAFETY, INC | 41408-2120 | CONTRACTUAL SERVICES | ANNL FIRE EXT INSPECTION/H | 208.55 |
| | PUBLIC SERVICE CO OF OK dba | 41408-2075 | ELECTRIC CHARGES | ELECTRIC SERVICE/ALL DEPTS | 1,428.85 |
| | PITNEY BOWES | 41408-2010 | POSTAGE | POSTAGE REFILL | 116.86 |
| | WEX BANK dba WRIGHT EXPRESS | 41408-2425 | FUEL, OIL, ETC. | FUEL USE | 258.53 |
| | | | | TOTAL: | 4,347.79 |
| CEMETERY | OK MUN. ASSURANCE GROUP | 41600-1090 | WORKERS' COMPENSATIO | WORKER'S COMP FY2020/2021 | 721.78 |
| | TUFF FIRE & SAFETY, INC | 41600-2120 | CONTRACTUAL SERVICES | ANNL FIRE EXT INSPECTION/H | 29.75 |
| | WEX BANK dba WRIGHT EXPRESS | 41600-2425 | FUEL, OIL, ETC. | FUEL USE | 109.45 |
| | | | | TOTAL: | 860.98 |
| FACILITIES MAINTENANCE | ARTIC AIR REFRIG. INC. | 41700-2470 | FACILITIES MAINTENAN | INSPECTED FURNACE/ONG RED | 303.00 |
| | | 41700-2130 | FACILITIES REPAIR | DPS BUILDING SCHED MAINT | 1,615.50 |
| | HINZ REFRIGERATION INC | 41700-2120 | CONTRACTUAL SERVICES | EASTSIDE FIX POWER TO AC | 110.00 |
| | | 41700-2120 | CONTRACTUAL SERVICES | EASTSIDE MAINT 6/26/20 | 225.00 |
| | OKLAHOMA NATURAL GAS CO | 41700-2080 | NATURAL GAS CHARGES | NATURAL GAS SERVICE | 140.52 |
| | | 41700-2080 | NATURAL GAS CHARGES | NATURAL GAS | 1,166.15 |
| | OK MUN. ASSURANCE GROUP | 41700-1090 | WORKERS' COMPENSATIO | WORKER'S COMP FY2020/2021 | 110.84 |
| | AT&T | 41700-2005 | TELEPHONE | BUSINESS LOCAL SERVICE | 196.12 |
| | GUARDIAN SECURITY SYSTEMS, I | 41700-2120 | CONTRACTUAL SERVICES | ALARM MONITORING LIBRARY | 29.00 |
| | | 41700-2120 | CONTRACTUAL SERVICES | ALARM MONITORING EASTSIDE | 24.50 |
| | TUFF FIRE & SAFETY, INC | 41700-2120 | CONTRACTUAL SERVICES | ANNL FIRE EXT INSPECTION/H | 376.80 |
| | PUBLIC SERVICE CO OF OK dba | 41700-2075 | ELECTRIC CHARGES | ELECTRIC SERVICE/ALL DEPTS | 3,487.10 |
| | DENNIS MCABEE DBA MCABEE'S S | 41700-2410 | OPERATING SUPPLIES | VACUUM CITY HALL | 359.00 |
| | SHRED-IT USA INC. | 41700-2120 | CONTRACTUAL SERVICES | PAPER RECYCLING 7/20-6/21 | 100.00 |
| | SYMMETRY ENERGY SOLUTIONS, L | 41700-2080 | NATURAL GAS CHARGES | NATURAL GAS SERVICES | 43.69 |
| | JEFFERSON JANITORIAL SERVICE | 41700-2120 | CONTRACTUAL SERVICES | JANITORIAL AGREEMENT | 3,200.00 |
| | | 41700-2120 | CONTRACTUAL SERVICES | JANITORIAL PD | 720.00 |
| | | | | TOTAL: | 12,207.22 |

FUND: CAPITAL IMPROVEMNT

| DEPARTMENT | VENDOR NAME | GL ACCOUNT | ACCOUNT DESCRIPTION | DESCRIPTION | AMOUNT |
|---|---|---|---|---|---|
| POLICE OPERATIONS | GT DISTRIBUTORS, INC | 40503-3030 | OTHER EQUIPMENT | GLOCK DUTY WEAPONS - 20 | 8,570.00 |
| | WATCHGUARD, INC | 40503-3030 | OTHER EQUIPMENT | BODY CAMERAS | 9,655.00 |
| | | | | TOTAL: | 18,225.00 |
| PARKS MAINTENANCE | DEERE CREDIT, INC | 41108-4005 | DEBT SERVICE - PRINC | LEASE PYMNT 2 JD MOWERS | 932.58 |
| | | | | TOTAL: | 932.58 |

FUND: HOUSING/HOPE VI FUND

| DEPARTMENT | VENDOR NAME | GL ACCOUNT | ACCOUNT DESCRIPTION | DESCRIPTION | AMOUNT |
|---|---|---|---|---|---|
| NON-DEPARTMENTAL | MISCELLANEOUS V MORGAN BONNA | 500-54092 | HOUSING RENT - HOPE | MORGAN BONNARENS:RFD RENT | 200.00 |
| | BOBBY ROBB | 500-54092 | HOUSING RENT - HOPE | BOBBY ROBB:RFD RENT 12/4 E | 200.00 |
| | BOBBY ROBB | 2500 | RENT DEPOSIT LIABILI | BOBBY ROBB:RFD APT3 DEPOSI | 400.00 |
| | | | | TOTAL: | 800.00 |
| HOUSING-HOPE VI MAIN S | ARTIC AIR REFRIG. INC. | 44900-2130 | FACILITIES REPAIR | SCHEDULED MAINT HOPE APTS | 275.00 |
| | OKLAHOMA NATURAL GAS CO | 44900-2080 | NATURAL GAS CHARGES | NATURAL GAS | 65.96 |
| | GUARDIAN SECURITY SYSTEMS, I | 44900-2120 | CONTRACTUAL SERVICES | ALARM MONITORING HOPE APT | 24.50 |
| | PUBLIC SERVICE CO OF OK dba | 44900-2075 | ELECTRIC CHARGES | ELECTRIC SERVICE/ALL DEPTS | 21.24 |
| | JEFFERSON JANITORIAL SERVICE | 44900-2120 | CONTRACTUAL SERVICES | SWEEP HOPE STAIRWAY | 50.00 |
| | | | | TOTAL: | 436.70 |

FUND: PUBLIC WORKS AUTHORI

| DEPARTMENT | VENDOR NAME | GL ACCOUNT | ACCOUNT DESCRIPTION | DESCRIPTION | AMOUNT |
|---|---|---|---|---|---|
| NON-DEPARTMENTAL | SINOR EMERGENCY MEDICAL | 2306 | DUE TO SEMS/AMBULANC | MTHLY AMBULANCE FEE NOV20 | 17,874.04 |
| | MGMT AND ENTERPRISE SERVICES | 2307 | DUE TO OK.GOV/CC TRA | PORTAL CHARGES CC NOV 20 | 11.00 |
| | BANCFIRST | 1122 | CASH - BOND ACCT 201 | PAYMENT TO 2014 PWA BOND A | 146,635.94 |
| | | 1122 | CASH - BOND ACCT 201 | TRUSTEE FEE | 166.67 |
| | | | | TOTAL: | 164,687.65 |
| WATER ADMINISTRATION | FOSS RESERVOIR M.C.D. | 40701-2210 | FOSS ASSESSMENT | MTHLY ASSESSMENT DEC20 | 80,610.93 |
| | OK MUN. ASSURANCE GROUP | 40701-1090 | WORKERS' COMPENSATIO | WORKER'S COMP FY2020/2021 | 363.76 |
| | ENVIROTECH SERVICES INC | 40701-2224 | Oil & Gas Related Ex | PROFESSIONAL SERVICES | 503.75 |
| | | 40701-2224 | Oil & Gas Related Ex | EXPENSES-POSTAGE/RECORDS S | 27.00 |
| | | 40701-2225 | ROYALTIES PAID | EXPENSES-POSTAGE/RECORDS S | 4,392.18 |
| | AMERICAN MUNICIPAL SERVICES | 40701-2120 | CONTRACTUAL SERVICES | UTILITY COLLECTIONS NOV20 | 42.23 |
| | RS MEACHAM CPAs & ADVISORS P | 40701-2095 | FINANCIAL AUDIT | FIN CONSULTANT FYE6/30/20 | 525.00 |
| | PITNEY BOWES | 40701-2010 | POSTAGE | POSTAGE REFILL | 116.86 |
| | CANUTE PUBLIC WORKS AUTHORIT | 40701-2213 | CANUTE WATER PURCHA | RAW WATER PURCHASE NOV2020 | 24,763.50 |
| | JOHNNIE DIXON | 40701-2212 | DIXON WATER PURCHASE | ANNL GROUNDWATER LS PER AG | 55,424.03 |
| | BURNS & MCDONNELL ENGINEERIN | 40701-2090 | ENGINEERING & ARCHIT | TO17 CONTINUING ENGINEERIN | 2,133.00 |
| | | 40701-2090 | ENGINEERING & ARCHIT | TO17 CONTINUING ENGINEERIN | 60.11 |
| | | 40701-2090 | ENGINEERING & ARCHIT | TO16 WS HIGH TOWER MAINT | 405.50 |
| | | 40701-2090 | ENGINEERING & ARCHIT | TO16 WS HIGH TOWER MAINT | 606.00 |
| | | 40701-2090 | ENGINEERING & ARCHIT | TO16 WS HIGH TOWER MAINT | 386.00 |
| | KAUTZ PUMPING SERVICE, INC. | 40701-2224 | Oil & Gas Related Ex | JJ SMTH/HEARD PUMPING OCT2 | 600.00 |
| | | 40701-2224 | Oil & Gas Related Ex | JJSMITH/HEARD PUMPING NOV2 | 600.00 |
| | WEX BANK dba WRIGHT EXPRESS | 40701-2425 | FUEL, OIL, ETC. | FUEL USE | 128.65 |
| | HAMM & PHILLIPS SERVICE CO, | 40701-2224 | Oil & Gas Related Ex | JJ SMITH HAULING 10/22/20 | 295.00 |
| | | 40701-2224 | Oil & Gas Related Ex | HEARD HAULING 10/22/20 TO | 263.80 |
| | | | | TOTAL: | 172,247.30 |
| WATER MAINTENANCE | OKLAHOMA NATURAL GAS CO | 40708-2080 | NATURAL GAS SERVICE | NATURAL GAS | 140.71 |
| | OK MUN. ASSURANCE GROUP | 40708-1090 | WORKERS' COMPENSATIO | WORKER'S COMP FY2020/2021 | 762.47 |
| | TUFF FIRE & SAFETY, INC | 40708-2120 | CONTRACTUAL SERVICES | ANNL FIRE EXT INSPECTION/H | 276.00 |
| | PUBLIC SERVICE CO OF OK dba | 40708-2075 | ELECTRIC CHARGES | ELECTRIC SERVICE | 3,614.64 |
| | | 40708-2075 | ELECTRIC CHARGES | ELECTRIC SERVICE/ALL DEPTS | 21.55 |
| | JEFF BAILEY ELECTRIC, LLC | 40708-2120 | CONTRACTUAL SERVICES | REPAIRS TO NEPTUNE WATER | 1,366.33 |
| | RUSH PUMP LLC | 40708-2130 | FACILITIES REPAIR | REBUILD FOSS BOOSTER PUMP | 5,400.00 |
| | WEX BANK dba WRIGHT EXPRESS | 40708-2425 | FUEL, OIL, ETC. | FUEL USE | 286.91 |
| | MIDWEST MAINTENANCE & COATIN | 40708-3035 | IMPROVEMENTS OTHER T | PAINT WESTSIDE HIGH TOWER | 21,580.52 |
| | | | | TOTAL: | 33,449.13 |
| WATER TREATMENT | ARTIC AIR REFRIG. INC. | 40710-2470 | FACILITIES MAINTENAN | SCHEDULED MAINT GOLF COURS | 119.00 |
| | PUBLIC SERVICE CO OF OK dba | 40710-2075 | ELECTRIC CHARGES | ELECTRIC SERVICE | 1,456.68 |
| | JEFF BAILEY ELECTRIC, LLC | 40710-2130 | FACILITIES REPAIR | REPAIRS WWTP | 466.14 |
| | WATER HOLDINGS ACQUISITION, | 40710-2120 | CONTRACTUAL SERVICES | SRV/MAINT FEE WTP WWTP | 35,897.45 |
| | CECIL R. BEARDEN dba THAT DA | 40710-2085 | PROFESSIONAL SERVICE | 2020 DAM INSPECTION | 1,800.00 |
| | DPC ENTERPRISES, LP | 40710-2440 | CHEMICALS | CHLORINE | 50.00 |
| | | 40710-2440 | CHEMICALS | CHLORINE | 50.00 |
| | | | | TOTAL: | 39,839.27 |
| RO WTR TREATMENT PLANT | PUBLIC SERVICE CO OF OK dba | 40715-2075 | ELECTRIC CHARGES | ELECTRIC SERVICE/ALL DEPTS | 3,666.10 |
| | H & R AUTO SUPPLY, LLC dba N | 40715-2420 | TIRES, BATTERIES, ET | BATTERIES FOR GENERATOR | 819.20 |
| | | | | TOTAL: | 4,485.30 |
| WASTEWATER ADMINISTRAT | OK MUN. ASSURANCE GROUP | 40801-1090 | WORKERS' COMPENSATIO | WORKER'S COMP FY2020/2021 | 272.85 |
| | RS MEACHAM CPAs & ADVISORS P | 40801-2095 | FINANCIAL AUDIT | FIN CONSULTANT FYE6/30/20 | 525.00 |

FUND: PUBLIC WORKS AUTHORI

| DEPARTMENT | VENDOR NAME | GL ACCOUNT | ACCOUNT DESCRIPTION | DESCRIPTION | AMOUNT |
|---|---|---|---|---|---|
| | BURNS & MCDONNELL ENGINEERIN | 40801-2090 | ENGINEERING & ARCHIT | TO15 INTERCEPTOR SEWER | 444.00 |
| | | 40801-2090 | ENGINEERING & ARCHIT | TO15 INTERCEPTOR SEWER | 3,666.00 |
| | | 40801-2090 | ENGINEERING & ARCHIT | TO15 INTERCEPTOR SEWER | 4,687.50 |
| | | | | TOTAL: | 9,595.35 |
| WASTEWATER MAINTENANCE | OK MUN. ASSURANCE GROUP | 40808-1090 | WORKERS' COMPENSATIO | WORKER'S COMP FY2020/2021 | 762.47 |
| | WEX BANK dba WRIGHT EXPRESS | 40808-2425 | FUEL, OIL, ETC. | FUEL USE | 286.90 |
| | | | | TOTAL: | 1,049.37 |
| WASTEWATER TREATMENT | BRENNTAG SOUTHWEST INC. | 40810-2440 | CHEMICALS | SULFURE DIOXIDE & CHLORINE | 640.50 |
| | | 40810-2440 | CHEMICALS | SULFUR DIOXIDE & CHLORINE | 911.25 |
| | PUBLIC SERVICE CO OF OK dba | 40810-2075 | ELECTRIC CHARGES | ELECTRIC SERVICE | 9,656.50 |
| | | 40810-2075 | ELECTRIC CHARGES | ELECTRIC SERVICE/ALL DEPTS | 65.42 |
| | WATER TECH, INC | 40810-2440 | CHEMICALS | HYDO ACID/SODIUM CHLORITE | 7,745.75 |
| | WATER HOLDINGS ACOUISITION, | 40810-2120 | CONTRACTUAL SERVICES | SRV/MAINT FEE WTP WWTP | 35,897.46 |
| | COGENT, INC dba AUTOMATIC EN | 40810-2120 | CONTRACTUAL SERVICES | REPLACE ADAPTER DIFFUSER | 827.00 |
| | | | | TOTAL: | 55,743.88 |
| 2014 REV BOND ISSUE | BURNS & MCDONNELL ENGINEERIN | 42700-3032 | PRJ COST-LAKE CLTN W | TO18 PAC PROJECT CWTP | 2,123.60 |
| | | 42700-3032 | PRJ COST-LAKE CLTN W | TO18 PAC PROJECT CWTP | 1,027.50 |
| | | | | TOTAL: | 3,151.10 |

FUND: SOLID WASTE AUTHORIT

| DEPARTMENT | VENDOR NAME | GL ACCOUNT | ACCOUNT DESCRIPTION | DESCRIPTION | AMOUNT |
|---|---|---|---|---|---|
| SOLID WASTE ADMINISTRA | OK MUN. ASSURANCE GROUP | 40901-1090 | WORKERS' COMPENSATIO | WORKER'S COMP FY2020/2021 | 272.85 |
| | RS MEACHAM CPAs & ADVISORS P | 40901-2095 | FINANCIAL AUDIT | FIN CONSULTANT FYE6/30/20 | 525.00 |
| | | | | TOTAL: | 797.85 |
| SOLID WASTE COLLECTION | ARTIC AIR REFRIG. INC. | 40912-2470 | FACILITIES MAINTENAN | SCHEDULED MAINT SW BUILDIN | 220.00 |
| | OKLAHOMA NATURAL GAS CO | 40912-2080 | NATURAL GAS CHARGES | NATURAL GAS | 112.50 |
| | OK MUN. ASSURANCE GROUP | 40912-1090 | WORKERS' COMPENSATIO | WORKER'S COMP FY2020/2021 | 2,671.01 |
| | CITY OF CLINTON | 40912-2060 | WATER CHARGES | WATER BILL SHOP | 24.41 |
| | | 40912-2065 | SEWER CHARGES | SEWER BILL SHOP | 15.82 |
| | | 40912-2460 | MISCELLANEOUS | FEES SHOP | 10.70 |
| | TUFF FIRE & SAFETY, INC | 40912-2120 | CONTRACTUAL SERVICES | ANNL FIRE EXT INSPECTION/H | 125.60 |
| | REPUBLIC SERVICES | 40912-2120 | CONTRACTUAL SERVICES | SOLID WASTE DISPOSAL FEE N | 43,714.65 |
| | PUBLIC SERVICE CO OF OK dba | 40912-2075 | ELECTRIC CHARGES | CORRECTION: ELECTRIC SERVI | 1,692.87- |
| | | 40912-2075 | ELECTRIC CHARGES | ELECTRIC SERVICE | 1,713.30 |
| | WEX BANK dba WRIGHT EXPRESS | 40912-2425 | FUEL, OIL, ETC. | FUEL USE | 3,661.79 |
| | | | | TOTAL: | 50,576.91 |

FUND: CLINTON AIRPORT AUTH

| DEPARTMENT | VENDOR NAME | GL ACCOUNT | ACCOUNT DESCRIPTION | DESCRIPTION | AMOUNT |
|---|---|---|---|---|---|
| NON-DEPARTMENTAL | WESTERN OKLA AVIATION,LLC | 527-54020 | GASOLINE/FUEL SALES | RMBRS CALL OUT 11/12/2020 | 35.00 |
| | | | | TOTAL: | 35.00 |
| AIRPORT | AT&T | 42700-2005 | TELEPHONE | BUSINESS LOCAL SERVICE | 196.12 |
| | TUFF FIRE & SAFETY, INC | 42700-2470 | FACILITIES MAINTENAN | ANNL FIRE EXT INSPECTION/H | 127.75 |
| | TERMINIX INTERNATIONAL | 42700-2120 | CONTRACTUAL SERVICES | PEST CONTROL | 15.00 |
| | WESTERN OKLA AVIATION,LLC | 42700-2142 | MGMT FEE/FBO CONTRAC | FIXED BASE OPERATOR AGREE | 6,548.97 |
| | CEC CORPORATION | 42700-3035 | IMPROVEMENTS OTHER T | GRAND ADMIN | 1,500.00 |
| | | 42700-3035 | IMPROVEMENTS OTHER T | ENG PLAN & SPECS | 11,800.00 |
| | | 42700-3035 | IMPROVEMENTS OTHER T | GRAND ADMIN | 1,000.00 |
| | | 42700-3035 | IMPROVEMENTS OTHER T | ENG PLAN & SPECS | 8,850.00 |
| | PUBLIC SERVICE CO OF OK dba | 42700-2075 | ELECTRIC CHARGES | ELECTRIC SERVICES | 783.73 |
| | RS MEACHAM CPAs & ADVISORS P | 42700-2095 | FINANCIAL AUDIT | FIN CONSULTANT FYE6/30/20 | 175.00 |
| | ROGER K CATES dba CATES ENTE | 42700-2050 | RADIO REPAIR & MAINT | AWOS MAINT AGREEMENT CRA | 300.00 |
| | | | | TOTAL: | 31,296.57 |

FUND: RECREATION TRUST AUT

| DEPARTMENT | VENDOR NAME | GL ACCOUNT | ACCOUNT DESCRIPTION | DESCRIPTION | AMOUNT |
|---|---|---|---|---|---|
| NON-DEPARTMENTAL | OK TAX COMMISSION | 2405 | SALES TAX LIABILITY | SALES TAX ESTIMATE DEC 202 | 583.30 |
| | | 2405 | SALES TAX LIABILITY | SALES TAX BALANCE DUE NOV | 100.46 |
| | MISCELLANEOUS V LESLIE CALLE | 513-54030 | ANNUAL DUES | LESLIE CALLEN:REFUND GOLF | 129.94 |
| | LESLIE CALLE | 2405 | SALES TAX LIABILITY | LESLIE CALLEN:REFUND GOLF | 12.34 |
| | | | | TOTAL: | 826.04 |
| GOLF COURSE ADMINISTRA | OKLAHOMA NATURAL GAS CO | 41301-2080 | NATURAL GAS CHARGES | NATURAL GAS | 58.71 |
| | OK MUN. ASSURANCE GROUP | 41301-1090 | WORKERS' COMPENSATIO | WORKER'S COMP FY2020/2021 | 316.68 |
| | AT&T | 41301-2005 | TELEPHONE | BUSINESS LOCAL SERVICE | 196.12 |
| | GUARDIAN SECURITY SYSTEMS, I | 41301-2120 | CONTRACTURAL SERVICE | ALARM MONITORING PRO SHOP | 35.00 |
| | CITY OF CLINTON | 41301-2060 | WATER CHARGES | WATER BILL GOLF COURSE | 192.43 |
| | | 41301-2460 | MISCELLANEOUS | FEES GOLF | 10.70 |
| | TUFF FIRE & SAFETY, INC | 41301-2120 | CONTRACTURAL SERVICE | ANNL FIRE EXT INSPECTION/H | 29.75 |
| | BRIAN KENT MILLER | 41301-2142 | MANAGEMENT FEE/LEASE | GC MANAGEMENT AGREEMENT | 2,916.67 |
| | | 41301-2135 | BANK SERVICE FEES | REMBRS VISA/MC NOV 20 | 149.33 |
| | | 41301-2135 | BANK SERVICE FEES | REMBRS VISA/MC FEES OCT 20 | 225.71 |
| | RS MEACHAM CPAs & ADVISORS P | 41301-2095 | FINANCIAL AUDIT | FIN CONSULTANT FYE6/30/20 | 105.00 |
| | 28 RENTALS, LLC | 41301-2110 | RENTAL CHARGES | TOILET GOLF COURSE | 90.00 |
| | | 41301-2110 | RENTAL CHARGES | TOILET NS OF GC | 90.00 |
| | BRANDLEY INSPECTIONS, LLC | 41301-2120 | CONTRACTURAL SERVICE | WEED CONTROL | 875.00 |
| | ROBERT LELAND ESSARY ESTATE | 41301-2110 | RENTAL CHARGES | LAND RENT GOLF COURSE | 300.00 |
| | | | | TOTAL: | 5,591.10 |
| GOLF COURSE MAINTENANC | OK MUN. ASSURANCE GROUP | 41308-1090 | WORKERS' COMPENSATIO | WORKER'S COMP FY2020/2021 | 1,577.55 |
| | BRANDLEY INSPECTIONS, LLC | 41308-2120 | CONTRACTURAL SERVICE | WEED CONTROL | 800.00 |
| | | | | TOTAL: | 2,377.55 |
| GOLF DEBT SRVC/DEPREC | PNC BANK, N.A. dba PNCEF, LL | 41399-4005 | DEBT SERVICE - PRINC | GOLF CART LEASE | 2,595.00 |
| | DEERE CREDIT, INC | 41399-4005 | DEBT SERVICE - PRINC | LEASE PYMNT 2 JD MOWERS | 932.58 |
| | | | | TOTAL: | 3,527.58 |

FUND: CLINTON INDUSTRIAL A

| DEPARTMENT | VENDOR NAME | GL ACCOUNT | ACCOUNT DESCRIPTION | DESCRIPTION | AMOUNT |
|---|---|---|---|---|---|
| NON-DEPARTMENTAL | RS MEACHAM CPAs & ADVISORS P | 40000-2095 | FINANCIAL AUDIT | FIN CONSULTANT FYE6/30/20 | 105.00 |
| | KELSI SOUTH | 40000-2120 | CONTRACTUAL SERVICES | MONTHLY UPDATE TO WEBSITE | 500.00 |
| | | | | TOTAL: | 605.00 |
| CONF CTR OPERATION | ARTIC AIR REFRIG. INC. | 41508-2130 | FACILITIES REPAIR | RPLC THERMOSTAT | 165.00 |
| | CHAMBER OF COMMERCE | 41508-2120 | CONTRACTUAL SERVICES | FACILITIES MANAGEMENT AGR | 8,000.00 |
| | OKLAHOMA NATURAL GAS CO | 41508-2080 | NATURAL GAS CHARGES | NATURAL GAS SERVICE | 220.76 |
| | OK MUN. ASSURANCE GROUP | 41508-1090 | WORKERS' COMPENSATIO | WORKER'S COMP FY2020/2021 | 350.09 |
| | CITY OF CLINTON | 41508-2060 | WATER CHARGES | WATER BILL CONF CENTER | 24.41 |
| | | 41508-2065 | SEWER CHARGES | SEWER BILL CONF CENTER | 15.82 |
| | | 41508-2070 | GARBAGE CHARGES | GARBAGE CHARGES CONF CENTE | 153.40 |
| | | 41508-2460 | MISCELLANEOUS | FEES CONF CENTER | 10.70 |
| | TUFF FIRE & SAFETY, INC | 41508-2120 | CONTRACTUAL SERVICES | ANNL FIRE EXT INSPECTION/H | 143.65 |
| | PUBLIC SERVICE CO OF OK dba | 41508-2075 | ELECTRIC CHARGES | ELECTRIC SERVICES | 868.28 |
| | JEFF BAILEY ELECTRIC, LLC | 41508-2120 | CONTRACTUAL SERVICES | FRISCO CHRISTMAS LIGHTS | 220.00 |
| | RS MEACHAM CPAs & ADVISORS P | 41508-2095 | FINANCIAL AUDIT | FIN CONSULTANT FYE6/30/20 | 105.00 |
| | SYMMETRY ENERGY SOLUTIONS, L | 41508-2080 | NATURAL GAS CHARGES | NATURAL GAS SERVICES | 453.49 |
| | | | | TOTAL: | 10,730.60 |
| LAND/COMM/INDUST DEV | JOHNSON SIGNS INC | 45700-2120 | CONTRACTUAL SERVICES | RPR SIGN COMMERCE IND CENT | 184.95 |
| | PUBLIC SERVICE CO OF OK dba | 45700-2075 | ELECTRIC CHARGES | ELECTRIC SERVICES | 40.86 |
| | | | | TOTAL: | 225.81 |

FUND: ECON DEV AUTHORITY

| DEPARTMENT | VENDOR NAME | GL ACCOUNT | ACCOUNT DESCRIPTION | DESCRIPTION | AMOUNT |
|---|---|---|---|---|---|
| ECON DEV AUTH | OK MUN. ASSURANCE GROUP | 43500-1090 | WORKERS' COMPENSATIO | WORKER'S COMP FY2020/2021 | 211.10 |
| | | | | TOTAL: | 211.10 |

FUND: CLINTON HOSPITAL AUT

| DEPARTMENT | VENDOR NAME | GL ACCOUNT | ACCOUNT DESCRIPTION | DESCRIPTION | AMOUNT |
|---|---|---|---|---|---|
| NON-DEPARTMENTAL | RS MEACHAM CPAs & ADVISORS P | 40000-2095 | FINANCIAL AUDIT | FIN CONSULTANT FYE6/30/20 | 105.00 |
| | | | | TOTAL: | 105.00 |

FUND: POOLED CASH

| DEPARTMENT | VENDOR NAME | GL ACCOUNT | ACCOUNT DESCRIPTION | DESCRIPTION | AMOUNT |
|---|---|---|---|---|---|
| NON-DEPARTMENTAL | JP MORGAN CHASE BANK NA | 2310 | PCARD LIABILITY | 11-25-20 STMNT PCARD PURCH | 56,882.89 |
| | | | | TOTAL: | 56,882.89 |

| FUND TOTALS | | |
|---|---|---|
| 100 | GENERAL FUND | 72,404.51 |
| 430 | CAPITAL IMPROVEMNT | 19,157.58 |
| 520 | HOUSING/HOPE VI FUND | 1,236.70 |
| 700 | PUBLIC WORKS AUTHORITY | 484,248.35 |
| 710 | SOLID WASTE AUTHORITY | 51,374.76 |
| 720 | CLINTON AIRPORT AUTHORITY | 31,331.57 |
| 730 | RECREATION TRUST AUTHOR. | 12,322.27 |
| 740 | CLINTON INDUSTRIAL AUTH. | 11,561.41 |
| 750 | ECON DEV AUTHORITY | 211.10 |
| 770 | CLINTON HOSPITAL AUTH. | 105.00 |
| 999 | POOLED CASH | 56,882.89 |
| | GRAND TOTAL: | 740,836.14 |

TOTAL PAGES: 14

FUND: GENERAL FUND

| DEPARTMENT | VENDOR NAME | GL ACCOUNT | ACCOUNT DESCRIPTION | DESCRIPTION | AMOUNT |
|---|---|---|---|---|---|
| GOVERNING BOARD | QUILL CORPORATION | 40100-2405 | OFFICE SUPPLIES | NAME PLATES AND STAMPS | 89.85 |
| | | | | TOTAL: | 89.85 |
| ADMINISTRATION | CLINTON LAUNDRY AND CLEANERS | 40200-2617 | COVID 19 SUPPLIES/EX | GLOVES | 1,060.44 |
| | OK MUNICIPAL LEAGUE | 40200-2605 | DUES, SUBSCRIPTIONS, | MC&T ANNUAL MBSHP JONES | 68.50 |
| | AT&T MOBILTY | 40200-2005 | TELEPHONE | IPADS AND DATA PLANS | 183.07 |
| | | 40200-2005 | TELEPHONE | IPADS AND DATA PLANS | 183.07 |
| | O'REILLY AUTOMOTIVE INC | 40200-2045 | VEHICLE REPAIR & MAI | 2005 ESCAPE BATTERY | 106.90 |
| | O.S.B.I. (BACKGROUND CK) | 40200-2616 | EMPLOYEE HEALTH & SA | THORNTON PE BCKGRND CK | 15.00 |
| | STAPLES ADVANTAGE | 40200-2405 | OFFICE SUPPLIES | FOLDERS SHARPIES PAPER | 85.27 |
| | AMAZON.COM | 40200-2405 | OFFICE SUPPLIES | TONER FOR CLERK | 481.52 |
| | VERIZON | 40200-2005 | TELEPHONE | ADMIN DATA | 80.02 |
| | | | | TOTAL: | 2,263.79 |
| FINANCE | OK MUNICIPAL LEAGUE | 40300-2605 | DUES, SUBSCRIPTIONS, | FY2021 MCT MBRSHP AND CD | 68.50 |
| | AT&T MOBILTY | 40300-2005 | TELEPHONE | IPADS AND DATA PLANS | 45.77 |
| | | 40300-2005 | TELEPHONE | IPADS AND DATA PLANS | 45.77 |
| | STANDLEY SYSTEMS, LLC | 40300-2040 | OFFICE EQUIPMENT REP | PRINTER SERVICE AGREEMENT | 40.00 |
| | | 40300-2040 | OFFICE EQUIPMENT REP | PRINTER SERVICE AGREEMENT | 42.98 |
| | STAPLES ADVANTAGE | 40300-2405 | OFFICE SUPPLIES | COPY PAPER | 43.99 |
| | | 40300-2405 | OFFICE SUPPLIES | TIME CARDS | 11.04 |
| | | | | TOTAL: | 298.05 |
| POLICE ADMINISTRATION | AT&T | 40501-2005 | TELEPHONE | BUSINESS LOCAL SERVICE PD | 200.04 |
| | AT&T MOBILTY | 40501-2005 | TELEPHONE | FIRSTNET WIRELESS | 127.62 |
| | | 40501-2005 | TELEPHONE | IPADS AND DATA PLANS | 45.76 |
| | | 40501-2005 | TELEPHONE | IPADS AND DATA PLANS | 45.76 |
| | MTM RECOGNITION CORP | 40501-2635 | OTHER MISCELLANEOUS | EMPLOYEE OF THE YEAR PLAQU | 209.74 |
| | STANDLEY SYSTEMS, LLC | 40501-2015 | REPRODUCTION/PRINTIN | PRINTER SERVICE AGREEMENT | 74.92 |
| | STAPLES ADVANTAGE | 40501-2405 | OFFICE SUPPLIES | 6X9 ENVELOPES | 28.73 |
| | VERIZON | 40501-2005 | TELEPHONE | PD DATA | 360.09 |
| | | | | TOTAL: | 1,092.66 |
| POLICE SUPPORT SERVICE | STANDLEY SYSTEMS, LLC | 40502-2405 | OFFICE SUPPLIES | PRINTER SERVICE AGREEMENT | 100.72 |
| | STAPLES ADVANTAGE | 40502-2405 | OFFICE SUPPLIES | COPY PAPER | 238.11 |
| | LANGUAGE LINE SERVICES, INC | 40502-2405 | OFFICE SUPPLIES | DISPATCH SERVICES | 6.97 |
| | | | | TOTAL: | 345.80 |
| POLICE OPERATIONS | ELK SUPPLY CO INC | 40503-2470 | FACILITIES MAINTENAN | DRILL BIT | 1.94 |
| | DOLLAR GENERAL CHARGED SA | 40503-2431 | PRISONER BOARDING | SUPPLIES JAIL | 124.60 |
| | HAC, INC, DBA HOMELAND, UNIT | 40503-2431 | PRISONER BOARDING | GROC JAIL | 420.29 |
| | O'REILLY AUTOMOTIVE INC | 40503-2421 | PARTS-VEHICLE MAINTE | HEADLIGHT | 19.91 |
| | | 40503-2421 | PARTS-VEHICLE MAINTE | BULB U17 | 5.90 |
| | | 40503-2405 | OFFICE SUPPLIES | DEICER | 37.08 |
| | | 40503-2421 | PARTS-VEHICLE MAINTE | FUSE | 3.99 |
| | CDW GOVERNMENT INC | 40503-2410 | OPERATING SUPPLIES | LAPTOP MOUNT | 476.00 |
| | MISCELLANEOUS V MISCELLANEOU | 40503-2435 | UNIFORM SERVICE | SHIRT FROM YOKAWA NETWORK | 45.58 |
| | STANDLEY SYSTEMS, LLC | 40503-2015 | REPRODUCTION/PRINTIN | PRINTER SERVICE AGREEMENT | 402.00 |
| | STAPLES ADVANTAGE | 40503-2405 | OFFICE SUPPLIES | 3 RING BINDERS 6 | 20.24 |
| | | 40503-2405 | OFFICE SUPPLIES | 3 HOLE PUNCH | 35.72 |
| | TEXOMA MEDICAL SERVICES, INC | 40503-2045 | VEHICLE REPAIR & MAI | OIL CHANGE U 18 | 43.99 |
| | | 40503-2045 | VEHICLE REPAIR & MAI | OIL CHANGE U 16 | 43.99 |
| | | 40503-2420 | TIRES, BATTERIES, ET | TIRES U16 | 308.40 |
| | ATWOODS | 40503-2470 | FACILITIES MAINTENAN | ICE MELT | 9.98 |

FUND: GENERAL FUND

| DEPARTMENT | VENDOR NAME | GL ACCOUNT | ACCOUNT DESCRIPTION | DESCRIPTION | AMOUNT |
|---|---|---|---|---|---|
| | AMAZON.COM | 40503-2410 | OPERATING SUPPLIES | SQDROOM RAM 8G | 70.00 |
| | | 40503-2410 | OPERATING SUPPLIES | 50 LITHIUM BATTERIES | 73.95 |
| | | 40503-2470 | FACILITIES MAINTENAN | BAD MEMORY STICK | 17.00- |
| | DANNY L. WATKINS dba CLINTON | 40503-2045 | VEHICLE REPAIR & MAI | REPLACE HEADLIGHT U8 | 40.00 |
| | TRACTOR SUPPLY COMPANY | 40503-2410 | OPERATING SUPPLIES | KENNEL | 174.99 |
| | SPY TEC INTERNATIONAL INC | 40503-2410 | OPERATING SUPPLIES | SPY TEC GPS | 24.95 |
| | | | | TOTAL: | 2,366.50 |
| FIRE ADMINISTRATION | OK FIREFIGHTERS ASSOC | 40601-2605 | DUES, SUBSCRIPTIONS, | BR DUES | 56.00 |
| | AT&T | 40601-2005 | TELEPHONE | BUSINESS LOCAL SERVICE FD | 179.46 |
| | | 40601-2005 | TELEPHONE | BUSINESS LOCAL SERVICE FD | 188.85 |
| | STANDLEY SYSTEMS, LLC | 40601-2405 | OFFICE SUPPLIES | PRINTER SERVICE AGREEMENT | 28.00 |
| | | 40601-2405 | OFFICE SUPPLIES | PRINTER SERVICE AGREEMENT | 42.43 |
| | | 40601-2405 | OFFICE SUPPLIES | PRINTER SERVICE AGREEMENT | 28.00 |
| | AMAZON.COM | 40601-2470 | FACILITIES MAINTENAN | FIRE BATT BACKUP REPL | 83.99 |
| | SKETCHSHE DESIGNS | 40601-2435 | UNIFORM SERVICE | EMBR BR LS POLOS | 30.00 |
| | VERIZON | 40601-2005 | TELEPHONE | FD DATA | 320.08 |
| | TACTICALGEAR.COM | 40601-2435 | UNIFORM SERVICE | BR LS POLOS | 68.97 |
| | | | | TOTAL: | 1,025.78 |
| FIRE PROTECTION | BALLARD'S OF CLINTON INC | 40606-2045 | VEHICLE REPAIR & MAI | BRAKES RESCUE | 440.92 |
| | CLINTON LAUNDRY AND CLEANERS | 40606-2455 | SAFETY EQUIPMENT | MED GLOVES | 89.30 |
| | | 40606-2111 | LAUNDRY RENTALS | MOPS MATS TOWELS | 91.31 |
| | ELK SUPPLY CO INC | 40606-2470 | FACILITIES MAINTENAN | STATION GLUE | 3.99 |
| | | 40606-2421 | PARTS - VEHICLE MAIN | NBS BP104 | 11.52 |
| | | 40606-2470 | FACILITIES MAINTENAN | STATION SUPP | 15.08 |
| | | 40606-2470 | FACILITIES MAINTENAN | NBS | 2.50 |
| | CHIEF FIRE & SAFETY CO INC | 40606-2422 | PARTS - EQUIPMENT MA | NOZZLE PARTS | 125.00 |
| | | 40606-2422 | PARTS - EQUIPMENT MA | PIKE POLE | 58.00 |
| | KLUVER'S APPLIANCES | 40606-2470 | FACILITIES MAINTENAN | WASHER SERV CALL AND PART | 118.00 |
| | | 40606-2470 | FACILITIES MAINTENAN | DRYER TIMER SERV CALL | 207.00 |
| | LOCKE SUPPLY COMPANY | 40606-2470 | FACILITIES MAINTENAN | ICE MACHINE CLEANER | 6.66 |
| | | 40606-2470 | FACILITIES MAINTENAN | ICE MACH CLEANER | 13.33 |
| | | 40606-2470 | FACILITIES MAINTENAN | LIGHTS FOR STATION | 202.21 |
| | OK FIREFIGHTERS ASSOC | 40606-2605 | DUES, SUBSCRIPTIONS, | FF DUES | 1,624.00 |
| | HYPRES EQUIPMENT | 40606-2422 | PARTS - EQUIPMENT MA | FILL STATION | 20.37 |
| | WELDON PARTS, INC | 40606-2421 | PARTS - VEHICLE MAIN | BP104 TANDEM CHAMBER WO CL | 49.70 |
| | | 40606-2421 | PARTS - VEHICLE MAIN | BP103 AIR DRYER | 259.00 |
| | | 40606-2421 | PARTS - VEHICLE MAIN | BP104 PARTS | 18.19 |
| | O'REILLY AUTOMOTIVE INC | 40606-2421 | PARTS - VEHICLE MAIN | ENG3 GLUE | 5.99 |
| | | 40606-2421 | PARTS - VEHICLE MAIN | UNIT7 RPR | 15.30 |
| | MISCELLANEOUS V MISCELLANEOU | 40606-2470 | FACILITIES MAINTENAN | FACE MASKS CUSTOM LANYARD | 309.40 |
| | MISCELLANEOU | 40606-2615 | TRAINING & DEVELOPME | CPR INSTRUSTOR CERT AHA | 34.00 |
| | ASAP ENERGY INC | 40606-2425 | FUEL, OIL, ETC. | DIESEL LIGHT PLANT | 20.92 |
| | ATWOODS | 40606-2470 | FACILITIES MAINTENAN | NBS | 2.77 |
| | | 40606-2421 | PARTS - VEHICLE MAIN | BP104 STEP | 12.87 |
| | | 40606-2455 | SAFETY EQUIPMENT | FLOOR DRY | 23.96 |
| | | 40606-2470 | FACILITIES MAINTENAN | ICE MELT | 19.96 |
| | AMAZON.COM | 40606-2470 | FACILITIES MAINTENAN | FACILITIES SUPP | 77.61 |
| | | 40606-2470 | FACILITIES MAINTENAN | DRYER SHEETS | 15.11 |
| | | 40606-2470 | FACILITIES MAINTENAN | TOOL MOUNT ADPTR DCK HLDR | 27.96 |
| | | 40606-2470 | FACILITIES MAINTENAN | FACILITIES MAINT | 25.98 |
| | | 40606-2470 | FACILITIES MAINTENAN | IPAD KEYBOARDS | 61.98 |
| | | 40606-2470 | FACILITIES MAINTENAN | COFFEE FILTERS | 25.98 |

FUND: GENERAL FUND

| DEPARTMENT | VENDOR NAME | GL ACCOUNT | ACCOUNT DESCRIPTION | DESCRIPTION | AMOUNT |
|---|---|---|---|---|---|
| | | 40606-2470 | FACILITIES MAINTENAN | REIMB FOR DAMAGED PRODUCT | 249.99- |
| | SKETCHSHE DESIGNS | 40606-2435 | UNIFORM SERVICE | LS TEES | 220.00 |
| | | 40606-2435 | UNIFORM SERVICE | HOODIES ERR WRNG CRD | 1,512.00 |
| | | 40606-2435 | UNIFORM SERVICE | REIMB FOR HOODIE CHARGE | 1,512.00- |
| | PATRIOT DIESEL SERVICES LLC | 40606-2045 | VEHICLE REPAIR & MAI | BP102 RPR | 343.16 |
| | TACTICALGEAR.COM | 40606-2435 | UNIFORM SERVICE | DJ STATION BOOTS | 106.23 |
| | APPLE ITUNES.COM | 40606-2120 | CONTRACTUAL SERVICES | FORMCONNECT RENEWAL | 11.99 |
| | | | | TOTAL: | 4,467.26 |
| EMERGENCY MGMT | VERIZON | 40607-2410 | OPERATING SUPPLIES | EMER MNGMT DATA | 80.04 |
| | | | | TOTAL: | 80.04 |
| INSPECTION | ELK SUPPLY CO INC | 41000-2460 | MISCELLANEOUS | CAUTION TAPE WRENCH PILER | 61.39 |
| | CLINTON DAILY NEWS | 41000-2092 | NUISANCE ABATE/CONTR | PUBLICATION NOT OF ABATE | 68.85 |
| | AT&T MOBILTY | 41000-2005 | TELEPHONE | FIRSTNET WIRELESS | 64.81 |
| | | 41000-2005 | TELEPHONE | FIRSTNET WIRELESS | 127.61 |
| | | 41000-2005 | TELEPHONE | FIRSTNET WIRELESS | 64.81 |
| | | | | TOTAL: | 387.47 |
| PARKS MAINTENANCE | ELK SUPPLY CO INC | 41108-2410 | OPERATING SUPPLIES | XMAS DECOR REPLEMT FC | 18.68 |
| | | 41108-2422 | PARTS-EQUIPMENT MAIN | PAINT | 28.21 |
| | | 41108-2455 | SAFETY EQUIPMENT | GLOVES HOT FOR WATER | 24.77 |
| | DOLESE BROTHERS CO INC | 41108-2410 | OPERATING SUPPLIES | CONCRETE FOR BENCHES MCR P | 520.00 |
| | T.H. ROGERS LUMBER CO. | 41108-2410 | OPERATING SUPPLIES | FUSE XMAS LIGHTS CH | 6.99 |
| | O'REILLY AUTOMOTIVE INC | 41108-2421 | PARTS-VEHICLE MAINT | WIPER BLADE FOR F250 | 13.86 |
| | STAPLES ADVANTAGE | 41108-2405 | OFFICE SUPPLIES | TIME CARDS | 11.04 |
| | | | | TOTAL: | 623.55 |
| STREETS MAINTENANCE | ELK SUPPLY CO INC | 41208-2455 | SAFETY EQUIPMENT | GOATSKIN DRIVER GLOVE | 10.85 |
| | | 41208-2410 | OPERATING SUPPLIES | SHARPIE MARKER CHALK POWDE | 4.42 |
| | | 41208-2455 | SAFETY EQUIPMENT | CHEMICAL SPLASH GOGGLES | 9.73 |
| | | 41208-2422 | PARTS-EQUIPMENT MAIN | CLEAR EPOXY | 5.84 |
| | CKENERGY ELECTRIC COOPERATIV | 41208-2076 | STREET LIGHTING CHAR | INTERCHANGE LITES | 71.71 |
| | | 41208-2076 | STREET LIGHTING CHAR | I40 CHEROKEE LTS | 201.45 |
| | | 41208-2076 | STREET LIGHTING CHAR | I40 CHEROKEE LTS | 114.43 |
| | | 41208-2076 | STREET LIGHTING CHAR | I40 CHEROKEE LTS | 249.99 |
| | WILLIAMS ELECTRIC CO INC | 41208-2077 | STREET LIGHT REPAIRS | INTERSTATE LTS EX 65 RPR L | 4,500.00 |
| | STAPLES ADVANTAGE | 41208-2405 | OFFICE SUPPLIES | TIME CARDS | 11.04 |
| | | | | TOTAL: | 5,179.46 |
| RECREATION | CLINTON LAUNDRY AND CLEANERS | 41408-2410 | OPERATING SUPPLIES | CLOROX WIPES EXCALIBER | 571.80 |
| | | 41408-2465 | JANITORIAL SUPPLIES | BLEACH WIPES HOSPEX | 480.00 |
| | ELK SUPPLY CO INC | 41408-2410 | OPERATING SUPPLIES | ICE MELT AND SNOW SHOVELS | 140.66 |
| | | 41408-2410 | OPERATING SUPPLIES | FLASHLIGHTS | 45.33 |
| | | 41408-2340 | HOLIDAY EVENTS PROGR | DUCKTAPE XMAS LTS CORDS | 176.96 |
| | | 41408-2470 | FACILITIES MAINTENAN | HOSE CLAMPS AND BOLTS | 8.47 |
| | | 41408-2340 | HOLIDAY EVENTS PROGR | XMAS LIGHTS | 307.66 |
| | | 41408-2340 | HOLIDAY EVENTS PROGR | EXT CORDS | 74.04 |
| | DOLESE BROTHERS CO INC | 41408-2470 | FACILITIES MAINTENAN | CONCRETE RPR ENTRANCE ACME | 373.75 |
| | PEPSI COLA BOTTLING CO, INC | 41408-2416 | CONCESSIONS FOR RESA | GATORADE | 495.00 |
| | HAC, INC, DBA HOMELAND, UNIT | 41408-2410 | OPERATING SUPPLIES | SUGAR | 17.49 |
| | O'REILLY AUTOMOTIVE INC | 41408-2421 | PARTS-VEHICLE MAINT | WIPER BLADES | 76.37 |
| | RADIO SHACK | 41408-2410 | OPERATING SUPPLIES | SPEAKER WIE | 12.99 |
| | | 41408-2410 | OPERATING SUPPLIES | WIRE AND MONO PLUG | 51.98 |

FUND: GENERAL FUND

| DEPARTMENT | VENDOR NAME | GL ACCOUNT | ACCOUNT DESCRIPTION | DESCRIPTION | AMOUNT |
|---|---|---|---|---|---|
| | | 41408-2410 | OPERATING SUPPLIES | COMPUTER MOUSE | 10.99 |
| | MISCELLANEOUS V MISCELLANEOU | 41408-2120 | CONTRACTUAL SERVICES | TRAINING FOR ACME FITNESS | 600.00 |
| | SPARKLIGHT | 41408-2020 | DATA PROCESSING | CABLE TV | 88.94 |
| | SPRINGHILL SUITES OKC QUAIL | 41408-2460 | MISCELLANEOUS | MOTEL FITNESS TRAINING | 79.89 |
| | | 41408-2460 | MISCELLANEOUS | 2 DYS STEP TRAINING | 143.80 |
| | | 41408-2460 | MISCELLANEOUS | REFUND TAXES ROOM STAY | 9.89- |
| | SAM'S CLUB / GECRB | 41408-2305 | AFTER SCHOOL PROGRAM | SUPPLIES | 125.15 |
| | STAPLES ADVANTAGE | 41408-2405 | OFFICE SUPPLIES | TIME CARDS | 22.08 |
| | ATWOODS | 41408-2410 | OPERATING SUPPLIES | 5GAL JUG | 19.99 |
| | | 41408-2410 | OPERATING SUPPLIES | ELEC HEATERS | 171.95 |
| | AMAZON.COM | 41408-2410 | OPERATING SUPPLIES | 15 AEROBIC STEPPERS | 855.45 |
| | WHOLESALE FITNESS SUPPLY LLC | 41408-2605 | DUES, SUBSCRIPTIONS, | MONTHLY SUBSCRIPTION | 209.90 |
| | SKETCHSHE DESIGNS | 41408-2410 | OPERATING SUPPLIES | HOODIES AND T SHIRTS | 370.25 |
| | | 41408-2410 | OPERATING SUPPLIES | SHIRTS ACME FITNESS | 20.00 |
| | MOSTLY MAIL dba A2Z LLC | 41408-2330 | FLAG FOOTBALL YOUTH | NAME PLATES FLAG FOOTBALL | 10.00 |
| | TRACTOR SUPPLY COMPANY | 41408-2421 | PARTS-VEHICLE MAINT | TRUCK TOOL BOX | 279.98 |
| | EMPIRE PAPER | 41408-2465 | JANITORIAL SUPPLIES | AIR FRESHNER TRASH BAGS | 700.41 |
| | | 41408-2465 | JANITORIAL SUPPLIES | PAPER PRODUCTS | 392.52 |
| | | 41408-2465 | JANITORIAL SUPPLIES | DISPENCER | 11.89 |
| | DOBSON TECHNOLOGIES TRANSPOR | 41408-2020 | DATA PROCESSING | INTERNET SERVICE | 100.50 |
| | | | | TOTAL: | 7,036.30 |
| CEMETERY | ELK SUPPLY CO INC | 41600-2410 | OPERATING SUPPLIES | RAKE SHOVEL UTILITY HEATER | 184.86 |
| | STAPLES ADVANTAGE | 41600-2405 | OFFICE SUPPLIES | TIME CARDS | 11.04 |
| | | | | TOTAL: | 195.90 |
| FACILITIES MAINTENANCE | CLINTON LAUNDRY AND CLEANERS | 41700-2410 | OPERATING SUPPLIES | CASE OF MED GLOVES | 155.30 |
| | ELK SUPPLY CO INC | 41700-2410 | OPERATING SUPPLIES | HAMMER DRILL BIT | 16.57 |
| | | 41700-2410 | OPERATING SUPPLIES | 6TH STREET WAN MOUNT | 36.41 |
| | | 41700-2470 | FACILITIES MAINTENAN | IT MONITOR MOUNTING ACC | 32.83 |
| | CKENERGY ELECTRIC COOPERATIV | 41700-2075 | ELECTRIC CHARGES | BILLBOARD SIGN | 35.70 |
| | LOCKE SUPPLY COMPANY | 41700-2465 | JANITORIAL SUPPLIES | BALL VALVES | 3.97 |
| | AT&T | 41700-2005 | TELEPHONE | BUSINESS LOCAL SERVICE FAC | 200.04 |
| | | 41700-2005 | TELEPHONE | BUSINESS LOCAL SERVICE FAC | 209.46 |
| | | 41700-2005 | TELEPHONE | BUSINESS LOCAL SERVICE PD | 209.46 |
| | | 41700-2005 | TELEPHONE | ES ALARM SERVICE | 224.34 |
| | | 41700-2005 | TELEPHONE | EASTSIDE ALARM | 169.00 |
| | HAC, INC, DBA HOMELAND, UNIT | 41700-2410 | OPERATING SUPPLIES | 12 CANS COFFEE CITY HALL | 95.88 |
| | SPARKLIGHT | 41700-2020 | DATA PROCESSING | CABLE TV CITY HALL | 132.28 |
| | ATWOODS | 41700-2410 | OPERATING SUPPLIES | 5GAL JUG | 19.99 |
| | AMAZON.COM | 41700-2130 | FACILITIES REPAIR | PC BATTERY BACKUP REPL | 224.40 |
| | | 41700-2470 | FACILITIES MAINTENAN | IT EMG POWER SUPPLY | 130.99 |
| | | 41700-2410 | OPERATING SUPPLIES | EXT LADDER IT | 189.00 |
| | | 41700-2410 | OPERATING SUPPLIES | BATTERY BACKUP FRAME DATA | 130.63 |
| | | 41700-2410 | OPERATING SUPPLIES | BATTERY BACKUP EXP 3KVA | 628.44 |
| | | 41700-2470 | FACILITIES MAINTENAN | BATTERY BACKUP 3KVA DATA C | 1,916.97 |
| | | 41700-2470 | FACILITIES MAINTENAN | BATTERY BACKUP REPL | 210.66 |
| | | 41700-2410 | OPERATING SUPPLIES | PC SPEAKERS X3 | 59.97 |
| | EMPIRE PAPER | 41700-2465 | JANITORIAL SUPPLIES | PAPER TOWELS AND TP | 656.49 |
| | DOBSON TECHNOLOGIES TRANSPOR | 41700-2020 | DATA PROCESSING | INTERNET SERVICE | 874.19 |
| | | | | TOTAL: | 6,562.97 |

FUND: CAPITAL IMPROVEMNT

| DEPARTMENT | VENDOR NAME | GL ACCOUNT | ACCOUNT DESCRIPTION | DESCRIPTION | | AMOUNT |
|---|---|---|---|---|---|---|
| FIRE PROTECTION | AMAZON.COM | 40606-3005 | BUILDING REMODELING | POWER CABLE | | 70.99 |
| | | | | | TOTAL: | 70.99 |

FUND: HOUSING/HOPE VI FUND

| DEPARTMENT | VENDOR NAME | GL ACCOUNT | ACCOUNT DESCRIPTION | DESCRIPTION | AMOUNT |
|---|---|---|---|---|---|
| HOUSING-HOPE VI MAIN S | AT&T | 44900-2005 | TELEPHONE | HOPE LOCAL SERVICE | 339.70 |
| | | 44900-2005 | TELEPHONE | HOPE ALARM LOCAL SERVICE | 171.11 |
| | | 44900-2005 | TELEPHONE | HOPE ALARM LOCAL SERVICE | 168.59 |
| | | | | TOTAL: | 679.40 |

FUND: PUBLIC WORKS AUTHORI

| DEPARTMENT | VENDOR NAME | GL ACCOUNT | ACCOUNT DESCRIPTION | DESCRIPTION | AMOUNT |
|---|---|---|---|---|---|
| WATER ADMINISTRATION | STANDLEY SYSTEMS, LLC | 40701-2405 | OFFICE SUPPLIES | PRINTER SERVICE AGREEMENT | 44.28 |
| | | 40701-2405 | OFFICE SUPPLIES | PRINTER SERVICE AGREEMENT | 33.42 |
| | STAPLES ADVANTAGE | 40701-2405 | OFFICE SUPPLIES | COPY PAPER | 43.99 |
| | | | | TOTAL: | 121.69 |
| WATER MAINTENANCE | CKENERGY ELECTRIC COOPERATIV | 40708-2075 | ELECTRIC CHARGES | DIXON WELL | 123.53 |
| | | 40708-2075 | ELECTRIC CHARGES | CANYONS WEST | 186.54 |
| | | 40708-2075 | ELECTRIC CHARGES | N WELL | 37.09 |
| | | 40708-2075 | ELECTRIC CHARGES | BOOSTER PUMP JEHOVAH | 126.39 |
| | LOCKE SUPPLY COMPANY | 40708-2410 | OPERATING SUPPLIES | PARTS BULK WATER SALES | 29.49 |
| | PIONEER SUPPLY CO, LLC | 40708-2410 | OPERATING SUPPLIES | ADPTR BOLT COUPLING FLANGE | 1,715.23 |
| | | 40708-3015 | WATER METERS | BLMJ METER | 1,359.18 |
| | | 40708-2410 | OPERATING SUPPLIES | FLANGE ADAPTER | 49.33 |
| | | 40708-2410 | OPERATING SUPPLIES | METER FLANGE ANGLE BALL | 1,072.50 |
| | T.H. ROGERS LUMBER CO. | 40708-2410 | OPERATING SUPPLIES | GATE VALVE BULK WTR DUMP S | 12.58 |
| | O'REILLY AUTOMOTIVE INC | 40708-2421 | PARTS-VEHICLE MAINT | FLASHER 2007 F250 | 13.36 |
| | | 40708-2421 | PARTS-VEHICLE MAINT | ELECTRICAL CONNECTOR PU | 28.98 |
| | | 40708-2421 | PARTS-VEHICLE MAINT | FUSE FOR PU | 3.99 |
| | K & S TIRE INC | 40708-2045 | VEHICLE REPAIR & MAI | FLAT REP 2006 F150 | 30.00 |
| | STAPLES ADVANTAGE | 40708-2405 | OFFICE SUPPLIES | TIME CARDS | 22.08 |
| | | 40708-2405 | OFFICE SUPPLIES | TIME CARDS | 22.08 |
| | ATWOODS | 40708-2410 | OPERATING SUPPLIES | GLOVES PENETR CATALYS | 12.98 |
| | | 40708-2470 | FACILITIES MAINTENAN | TOWER HEATER SHOP | 52.99 |
| | | 40708-2410 | OPERATING SUPPLIES | GLOVES RUBBER BOOTS | 42.97 |
| | VERIZON | 40708-2005 | TELEPHONE | WATER MAINT DATA | 40.01 |
| | CORE & MAIN LP | 40708-2410 | OPERATING SUPPLIES | FIRE HYDRANT 9TH AND ORIEN | 1,500.00 |
| | | 40708-2410 | OPERATING SUPPLIES | TAPPING CAP | 26.77 |
| | | 40708-3015 | WATER METERS | METERS 30TH WEST AND CORAN | 4,995.98 |
| | | | | TOTAL: | 11,504.05 |
| WATER TREATMENT | AMAZON.COM | 40710-2410 | OPERATING SUPPLIES | SCADA SITE AUTOMATION | 211.96 |
| | | 40710-2470 | FACILITIES MAINTENAN | SCADA PLANT DATA CENTER AU | 47.08 |
| | VERIZON | 40710-2410 | OPERATING SUPPLIES | LAKE SCADA FAILOVER | 10.02 |
| | | | | TOTAL: | 269.06 |
| RO WTR TREATMENT PLANT | CKENERGY ELECTRIC COOPERATIV | 40715-2075 | ELECTRIC CHARGES | RADIO TRANSMITTER | 36.99 |
| | AMAZON.COM | 40715-2130 | FACILITIES REPAIR | RO PLANT MONITOR REPL | 90.00 |
| | | | | TOTAL: | 126.99 |

FUND: SOLID WASTE AUTHORIT

| DEPARTMENT | VENDOR NAME | GL ACCOUNT | ACCOUNT DESCRIPTION | DESCRIPTION | AMOUNT |
|---|---|---|---|---|---|
| SOLID WASTE COLLECTION | WELDON PARTS, INC | 40912-2421 | PARTS-VEHICLE MAINT | WIPER MOTOR | 140.11 |
| | | 40912-2421 | PARTS-VEHICLE MAINT | TRANSMISSION FLUID 21 | 223.45 |
| | | 40912-2425 | FUEL, OIL, ETC. | TRANSMISSION FLUID HOSE | 419.57 |
| | | 40912-2421 | PARTS-VEHICLE MAINT | PRESSURE GAUGE | 33.75 |
| | | 40912-2421 | PARTS-VEHICLE MAINT | AMBER LED TURN LAMP | 164.62 |
| | O'REILLY AUTOMOTIVE INC | 40912-2410 | OPERATING SUPPLIES | WIPER FLUID DEICER | 88.50 |
| | | 40912-2421 | PARTS-VEHICLE MAINT | HVAC MODULE | 158.66 |
| | | 40912-2421 | PARTS-VEHICLE MAINT | AD ACTUATOR | 88.35 |
| | | 40912-2421 | PARTS-VEHICLE MAINT | SEALED BEAM | 47.74 |
| | | 40912-2421 | PARTS-VEHICLE MAINT | FUEL FILTER 21 | 99.04 |
| | | 40912-2420 | TIRES, BATTERIES, ET | BATTERY FOR CHIPPER | 222.40 |
| | | 40912-2410 | OPERATING SUPPLIES | HAND CLEANER | 25.98 |
| | | 40912-2422 | PARTS-EQUIPMENT MAIN | FUEL AND OIL FILTER CHIPPE | 33.44 |
| | | 40912-2410 | OPERATING SUPPLIES | RAGS TRANS FUILD SOCKET | 227.90 |
| | | 40912-2410 | OPERATING SUPPLIES | ABSORBENT | 161.91 |
| | TEXOMA MEDICAL SERVICES, INC | 40912-2420 | TIRES, BATTERIES, ET | TIRE REPAIR 20 | 35.00 |
| | | 40912-2420 | TIRES, BATTERIES, ET | TIRE REPAIR BACKHOE DS | 91.00 |
| | | 40912-2420 | TIRES, BATTERIES, ET | TIRE REPAIR LEFT REAR 25 | 534.99 |
| | | 40912-2420 | TIRES, BATTERIES, ET | 2 TIRES UNIT 22 | 745.02 |
| | ATWOODS | 40912-2410 | OPERATING SUPPLIES | FLOOR HEATER FOR DROPSITE | 52.99 |
| | BRUCKNER TRUCK SALES, INC. | 40912-2421 | PARTS-VEHICLE MAINT | ORING RUBBER MOUNTS | 46.60 |
| | | 40912-2421 | PARTS-VEHICLE MAINT | COOLANT FOR TRUCKS | 551.27 |
| | | | | TOTAL: | 4,192.29 |

FUND: CLINTON AIRPORT AUTH

| DEPARTMENT | VENDOR NAME | GL ACCOUNT | ACCOUNT DESCRIPTION | DESCRIPTION | AMOUNT |
|---|---|---|---|---|---|
| AIRPORT | WESTERN EQUIPMENT LLC | 42700-2046 | EQUIPMENT REPAIR & M | RPR TO MWR | 185.40 |
| | | 42700-2046 | EQUIPMENT REPAIR & M | RPR BTWNG MWR | 1,394.63 |
| | AT&T | 42700-2005 | TELEPHONE | BUSINESS LOCAL SERVICE AP | 200.04 |
| | | 42700-2005 | TELEPHONE | BUSINESS LOCAL SERVICE AP | 209.46 |
| | | 42700-2005 | TELEPHONE | LOCAL PHONE SERVICE | 339.36 |
| | WILLIAMS ELECTRIC CO INC | 42700-2055 | MAINTENANCE/OTHER | CHECK RNWY TXI LIGHTS | 95.00 |
| | | | | TOTAL: | 2,423.89 |

FUND: RECREATION TRUST AUT

| DEPARTMENT | VENDOR NAME | GL ACCOUNT | ACCOUNT DESCRIPTION | DESCRIPTION | AMOUNT |
|---|---|---|---|---|---|
| GOLF COURSE ADMINISTRA | CLINTON LAUNDRY AND CLEANERS | 41301-2465 | JANITORIAL SUPPLIES | BAR MOPS | 37.36 |
| | | 41301-2465 | JANITORIAL SUPPLIES | BAR MOPS | 37.36 |
| | AT&T | 41301-2005 | TELEPHONE | BUSINESS LOCAL SERVICE GOL | 200.04 |
| | | 41301-2005 | TELEPHONE | BUSINESS LOCAL SERVICE GOL | 209.46 |
| | TERMINIX INTERNATIONAL | 41301-2120 | CONTRACTURAL SERVICE | PEST CONTROL | 91.00 |
| | DISH NETWORK | 41301-2410 | OPERATING SUPPLIES | DISH NETWORK | 154.04 |
| | STAPLES ADVANTAGE | 41301-2405 | OFFICE SUPPLIES | COPY PAPER | 43.99 |
| | | | | TOTAL: | 773.25 |
| GOLF COURSE MAINTENANC | ELK SUPPLY CO INC | 41308-2130 | FACILITIES REPAIR | SUPPLIES | 281.04 |
| | LOCKE SUPPLY COMPANY | 41308-2470 | FACILITIES MAINTENAN | WALL HEATERS | 240.26 |
| | ATWOODS | 41308-2410 | OPERATING SUPPLIES | SUPPLIES | 38.46 |
| | | 41308-2420 | TIRES, BATTERIES, ET | BATTERY SUPPLIES | 172.68 |
| | | | | TOTAL: | 732.44 |

FUND: CLINTON INDUSTRIAL A

| DEPARTMENT | VENDOR NAME | GL ACCOUNT | ACCOUNT DESCRIPTION | DESCRIPTION | AMOUNT |
|---|---|---|---|---|---|
| CONF CTR OPERATION | ELK SUPPLY CO INC | 41508-2410 | OPERATING SUPPLIES | XMAS LTS INSIDE TREES | 31.17 |
| | | 41508-2410 | OPERATING SUPPLIES | XMAS LTS LOBBY TREE | 20.78 |
| | WRIGHT BROADCASTING | 41508-2016 | ADVERTISING | RADIO ADS | 499.00 |
| | KECO | 41508-2016 | ADVERTISING | RADIO ADS | 785.00 |
| | SIMPLE SOLUTIONS , LLC | 41508-2470 | FACILITIES MAINTENAN | LAWN CARE | 175.00 |
| | iHEART MEDIA ENTERTAINMENT, | 41508-2016 | ADVERTISING | RADIO ADS | 1,800.00 |
| | PROSTAR OKLAHOMA INC. dba PA | 41508-2410 | OPERATING SUPPLIES | TEA AND COFFEE | 44.42 |
| | EMPIRE PAPER | 41508-2410 | OPERATING SUPPLIES | 6 HAND SANITIZER AND DISPE | 618.09 |
| | | | | TOTAL: | 3,973.46 |

| ========== FUND TOTALS ========== | | |
|---|---|---|
| 100 | GENERAL FUND | 32,015.38 |
| 430 | CAPITAL IMPROVEMNT | 70.99 |
| 520 | HOUSING/HOPE VI FUND | 679.40 |
| 700 | PUBLIC WORKS AUTHORITY | 12,021.79 |
| 710 | SOLID WASTE AUTHORITY | 4,192.29 |
| 720 | CLINTON AIRPORT AUTHORITY | 2,423.89 |
| 730 | RECREATION TRUST AUTHOR. | 1,505.69 |
| 740 | CLINTON INDUSTRIAL AUTH. | 3,973.46 |
| | GRAND TOTAL: | 56,882.89 |

TOTAL PAGES: 11

**PUBLIC NOTICE OF A REGULAR MEETING**
**OF THE CITY COUNCIL**
**TUESDAY, JANUARY 5, 2021 AT 5:30 PM**
**CLINTON CITY HALL**

## AGENDA

Source listing: 01/05/21 Meetings
Original source: https://agendas.clintonok.gov/archive/2021/010521/launch.html
The folder contains several unlinked 2020 copies. The January 5 launch page leads to the 2021 agendas used here.
Original authority agenda: https://agendas.clintonok.gov/archive/2021/010521/council.html
Original authority agenda: https://agendas.clintonok.gov/archive/2021/010521/multi.html
Original authority agenda: https://agendas.clintonok.gov/archive/2021/010521/publicworks.html
Original authority agenda: https://agendas.clintonok.gov/archive/2021/010521/solidwaste.html

1. Call to Order

2. Opening Prayer

    A. Landon Dixon, Church of Christ
    Joe Cloninger, Chaplain American Legion Post 41

3. Consent Agenda

    A. Consider Approval of Minutes on December 15, 2021

    B. Consider Claims

    C. Public Hearing Regarding the Request of Carlos Martinez to Detach a Tract of Land on 301 Commerce Road from the Clinton Corporate Limits

4. Action Items:

    A. Resolution 915 Authorizing Participation in the OMAG Recognition Program

    B. Appointment of Jason Hulin, Chris Jones, and Wheeler Lowry, to Three Year Terms Ending in February 2024 and Robert Johnston and Amy Jones to Unexpired Terms Ending in February 2022 on the Midwestern Oklahoma Industrial Foundation

5. Council Report

6. City Manager's Report

7. Audience Participation

8. Adjournment

Filed this 31 st day of December, 2021. Posted on the bulletin board in the lobby of the Clinton City Hall on December 31, 2012 at 5:00 p.m.

# MINUTES OF THE CLINTON CITY COUNCIL
# DECEMBER 15, 2020

Minutes of the regular meeting of the Chairman and Trustees of the Clinton Recreational Authority City of Clinton, Oklahoma, Custer County, held in the City Council Room, City Hall on Tuesday, December 15, 2020, 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 11, 2020.

Chairman David Berrong called the meeting to order with the following present;

**MAYOR**: David Berrong
**TRUSTEES**: Patch McComas **Absent**, Ernie Dowdell **Absen**t, Arthur Lloyd, Chris Jones
**MANAGER:** Robert Johnston
**CITY TREASURER**: Debra Blanchard
**CITY ATTORNEY**: Ryan Meacham **Absent**
**CITY CLERK:** Amy Jones
**NEWS MEDIA**: Mike Smith and others
**OTHERS:** Paul Rinkel, Gene McCullough, Johnny O'Conner, Bobby Stewart, Judy Stewart, Lana Johnston, Donnie Phipps, Dan Day, Dacia Phillips, James Kuykendall and others.

Dan Day with the Ministerial Alliance opened the meeting with prayer and Donald Miller, American Legion Post 41 Commander, led the Pledge of Allegiance.

## AGENDA ITEM NO. 3: CONSENT AGENDA

A. Minutes of Regular Meeting of December 1, 2020
B. Authorize Debra Blanchard and Amy Jones to access OK Grants System, Department of Commerce, and Act on Behalf of the Mayor

Motion was made by Councilman Jones and seconded by Councilman Lloyd that Consent Agenda Items A and be approved.

Chairman put the motion to a roll call vote:

Aye: Jones, Lloyd, Berrong
Nay: None

## AGENDA ITEM N0. 4: Discussion and Potential Action:

## A. Financial 2019-2020 Audit Report

The Financial 2019-2020 Audit Report was present by James Kuykendall from the accounting firm of Britton, Kuykendall and Miller. He presented a summary of the Audit to the Council and provided the Financial Statements and Auditor's Report for the year ended June 30, 2019.

Motion was made by Councilman Lloyd and seconded by Councilman Jones that the Council acknowledges receipt of the Financial 2019-2020 Audit Report.

Chairman put the motion to a roll call vote:

Aye: Jones, Lloyd, Berrong
Nay: None

**B. Resolution 914: to provide funds toward the and for the completion of the 2020 Community Development Block Grant (CDBG) project. These funds are available as listed in the Clinton Public Works Authority Series 2014 Utility System Revenue Bonds Construction Fund.**

The Resolution 914 was presented by the City Manager to the Council, to provide funds toward the and for the completion of the 2020 Community Development Block Grant (CDBG) project. These funds are available as specifically listed as coming from the Clinton Public Works Authority Series 2014 Utility System Revenue Bonds Construction Fund.

Motion was made by Councilman Jones and seconded by Councilman Lloyd that Resolution 914: to provide funds from the Clinton Public Works Authority Series 2014 Utility System Revenue Bonds Construction Fund as the City's cash match for the 2020 Community Development Block Grant (CDBG) project.

Chairman put the motion to a roll call vote:

Aye: Jones, Lloyd, Berrong
Nay: None

**C. Easement and Right of Way Agreement with Public Service Company of Oklahoma for Electric Transmission, Distribution and Communications Lines**

The Easement and Right of Way Agreement with Public Service Company of Oklahoma for Electric Transmission, Distribution and Communications was explained by the City Manager to the Council. Mr. Johnston recommends that the Council give the Mayor approval to sign the Easement when more specific information is provided by Public Service Company of Oklahoma for the requested easement for Electrical Transmission, Distribution and Communication.

The motion was made by Councilman Jones and seconded by Councilman Lloyd to give the Mayor approval to sign the Easement when more specific information is provided by Public Service Company of Oklahoma for the requested Easement and Right of Way with Public Service Company of Oklahoma for Electrical Transmission, Distribution and Communication.

Chairman declared the motion carried.

Aye: Jones, Lloyd, Berrong
Nay: None

**AGENDA ITEM NO. 5: COUNCIL REPORT**

None

**AGENDA ITEM NO. 6: CITY MANAGER'S REPORT**

None

**AGENDA ITEM NO. 7: ADJOURNMENT**

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

Mayor put the motion to a roll call vote:

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

Mayor declared the meeting adjourned at 6:39 p.m.

Information Only

**MINUTES OF A REGULAR MEETING OF THE PLANNING AND ZONING BOARD OF THE CITY OF CLINTON, CLINTON, OKLAHOMA TUESDAY, DECEMBER 8, 2020**

A regular meeting of the Planning and Zoning Board of the City of Clinton, Oklahoma, was held on Tuesday, December 8, 2020, at 9:00 a.m. in the City of Clinton Council Room, City Hall. A notice of this meeting with agenda was posted on the bulletin board in the lobby of Clinton City Hall on Thursday, November 16, 2020.

Members present were Julie Strong, Aaron Hemingway, Matt Graybill, Jason Smith, and Michael Heerwald. Others present were Toby Anders, Amy Jones, and Robert Johnston and others.

**MINUTES:** None presented - will be considered at the next meeting.

**CONSIDER THE REQUEST OF ANTONIO CARLOS MARTINEZ, 301 COMMERCE ROAD, PRESENT ZONING I-2 REQUESTING TO DETACH (DEANNEX) FROM THE CORPORATE LIMITS OF CLINTON, CUSTER, COUNTY OKLAHOMA.**

Discussion was held regarding the location of the property and the request. City Clerk, Amy Jones stated that notices were sent to adjacent property owners within 300 feet and only one inquiry was answered without any opposition. Brief discussion as to whether a suggestion should be made to the City Council regarding updating our medical marijuana ordinance to permit some related businesses in industrial zoned areas – no action taken.

The motion was made by Aaron Hemingway and seconded by Matt Graybill to approve the recommendation for deannexation of the property at 301 Commerce Road and forward the recommendation to the City Council.

Chairman Strong put the motion to roll call vote:

Aye: Hemingway, Graybill, Strong, Smith

Nay: Heerwald

Chairman Strong declared motion carried.

**CONSIDER THE REQUEST OF BRANCH TOWERS (KOLE TALBOTT AND TROY WILLIAMS) REPRESENTING HUTCHINSON OIL, REQUESTING CURRENT ZONING OF C-3 TO REQUESTED ZONING OF C-4 FOR THE CONSTRUCTION OF WIRELESS COMMUNICATIONS TOWER, AT 2136 W GARY BOULEVARD OF CLINTON, CUSTER COUNTY, OKLAHOMA.**

This request was withdrawn prior to the meeting so this matter was not heard.

**ADJOURN**

Motion was made by Matt Graybill and seconded by Jason Smith to adjourn the meeting.

Chairman Strong put the motion to a roll call vote:

Aye: Hemingway, Graybill, Smith, Heerwald, Strong

Nay: None

Chairman declared the meeting adjourned at 9:10 a.m.

## 4-7-3: PROHIBITED FACILITIES:

A. Medical marijuana cultivator facilities are hereby prohibited within the Municipal boundaries of the City of Clinton, Oklahoma.

B. Medical marijuana processors are hereby prohibited within the Municipal boundaries of the City of Clinton. (Ord. 990, 8-7-2018)

**RESOLUTION NO. 915**

**A RESOLUTION AUTHORIZING PARTICIPATION IN THE OMAG RECOGNITION PROGRAM**

**WHEREAS,** the City of Clinton believes the best run municipalities have fewer liability claims and the claims they have place fewer demands on municipal resources; and

**WHEREAS**, the City of Clinton participates in the Municipal Liability Protection Plan provided by the OMAG (Oklahoma Municipal Assurance Group); and

**WHEREAS**, OMAG is the City of Clinton's provider of insurance and risk management solutions; and

**WHEREAS,** OMAG has established a program to recognize member municipalities which have committed themselves to obtaining training above and beyond the legally required training and which have taken certain actions which show that the member is committed to operating under certain best practice recommendations; and

**WHEREAS**, during the current fiscal year:

- Each member of the governing body received, either in person or by distance learning, the training required for participation in the OMAG recognition program; and
- The governing body hereby adopts a governing body handbook as Attachment "A" to this Resolution to reflect the best practice recommendations from OMAG; and
- Each member of the governing body completed the OMAG recommended Stability Test and the results of the test were reviewed by the governing body to self-audit its performance; and
- The governing body reviewed the Declarations and Explanation of Coverage page for its liability policy with OMAG; and

**WHEREAS**, due to the above actions by the governing body and its members, the City of Clinton is now eligible to participate in the OMAG Recognition program.

**NOW THEREFORE**, BE IT RESOLVED BY THE CITY COUNCIL THAT THE CITY OF CLINTON REQUESTS THAT IT BE CONSIDERED FOR PARTICIPATION IN THE OMAG RECOGNITION PROGRAM.

**ADOPTED** by the City Council of the City of Clinton on this 5th day of January 2021, after full compliance with the Oklahoma Open Meeting Act.

_____

DAVID D. BERRONG, MAYOR

ATTEST:

_____

AMY E. JONES, CITY CLERK

Clinton
Hub City of Western Oklahoma

# Best Practices Handbook

*Approved by*

*City Council of the City of Clinton, OK*

January 5, 2021

## ATTACHMENT "A" TO RESOLUTION NO. 915

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# INTRODUCTION

Educating ourselves and creating a more stable local government should be the goal of all elected officials. With a more stable government, cities and towns can successfully meet the needs of the community. This handbook aims to help provide stability by compiling resources to assist in training your city council. By adopting a "best practices" resolution, your City can continue working toward stability.

**BEST PRACTICES RESOLUTION**

Many cities establish their own "best practices" policies, approved by resolution, to ensure their City sustains operational traditions that have worked. Many of those best practices deal with public transparency, council accountability and engagement in the operations of the City, and staff responsibility. The "best practices" of the City can consist of the following topics:

**A. Elected Official Accountability**: The council shall ensure council accountability by:

a. Attendance reporting to ensure other members and the public are aware of the attendance history of the elected officials.
b. An annual training event with staff to review ethics, finances, operations, and to address the expectations and goals of the city, including a self-assessment of the accomplishments and improvements needed by council and management to achieve the goals of the city.
c. The use of council committees dealing with topics as the council deems appropriate, including financial and project related oversight.
d. The use of well-defined purchasing policies of the city to ensure management and staff are clear concerning the purchasing policies and expectations of the city.

e. The implementation of the "transparency" policies adopted by council to make information about city government easily accessible to the public.
f. A "Code of Conduct" of council that is reviewed annually by council and readily available for council reference. (see section below concerning ethics)

**B. Management and Staff Accountability**: The council shall ensure management and staff accountability by:

a. An annual evaluation and review of the City Manager to include input from the directors of the City and copies of the City Manager's W2 and reimbursements log for the evaluation year.
b. An annual strategic planning session with management to evaluate the satisfaction of expectations and goals of the city for the immediately preceding year and to ensure that the expectations and goals of the city have been met and are clearly defined for both the council and management in the coming year and years.
c. Monthly financial and expenditure reports provided to council on a timely basis, including a proposed review and approval of a comprehensive fee schedule for all fees charged by the city.
d. Expenditure reporting by the City Manager to the board on an annual basis, as required by contract.
e. Implementation of the "transparency" policies adopted by the board to make information about city government easily accessible to the public.
f. Direction to all city employees that a "whistleblower" policy exists for the city.
g. Compliance with a well-defined purchasing policy of the city.
h. An annual report of the departments of the city that outlines the activities of each department, including the risks, liabilities and any litigation involving the city.

Setting these minimal standards will ensure stability and continuity in operations.

**FORM OF GOVERNMENT: COUNCIL MANAGER**

Understanding the role of the City Council with City employees begins with understanding the governmental role of the parties. The City Council serves as the legislative (and in some circumstances judicial) arm of the City, while the City Manager is the executive responsible for day-to-day operations. The Council is responsible for appointment of the City Manager, but the City Manager, and not the Council, is responsible for all other employees of the City.

Regardless of the above, in most cities remains one of the most difficult issues to deal with between the City, the City Manager, and the City employees is the question of involvement of the City Council in personnel matters. This specific issue has, for whatever reason, caused continuing problems through the years. State statute specifically and clearly deals with this issue by providing that Council Members may not:

A. direct or request the City Manager to appoint or remove officers or employees;

B. participate in any manner in the appointment or removal of officers and employees of the City, except as provided by law;

C. give orders on ordinary administrative matters to any subordinate of the City Manager either publicly or privately.

There are many examples in which direction given to employees by a Council Member can result in difficulties and a violation of the law by the City Council Member. The following specific examples are examples of conduct that should be avoided:

A. Council Members should not appear at City Hall or other department of the City and direct office personnel to perform any duties on behalf of the Council Member; if anything is needed from City employees, that request should be directed to the City Manager who can then communicate that request to the appropriate employee;

B. Council Members should not appear at emergency scenes and expect to have any input into the handling of the situation any different than any other citizen;

C. Council Members should not appear at public work sites and offer suggestions as to how the work can be better performed; again, any direction of that type should be directed to the City Manager who can then communicate that direction, if appropriate, to the employees involved.

Again, the best rule of thumb is to keep in mind that Council should consider themselves no more than ordinary citizens when it comes to City employees and public facilities. In this form of government, the council serves as a policy making, legislative body and does not manage day to day operations.

Also, Council should be aware that certain groups within the City may be represented by state sanctioned unions. As most of you are probably aware, the various Unions representing City employees at different times may attempt to place pressure on Council Members to side with them in their pending negotiations. It is important for Council Members to limit their participation in negotiations with the Unions to a "formal" participation wherein they would participate through the appropriate channels and not do so in private meetings or in informal circumstances. Informal meetings circumvent the goals set by the Council as a group and by the staff in its attempt to reach a conclusion. To allow one Council Member to be informally involved in negotiations, and to have private meetings with the various Unions without the knowledge or involvement of the staff or other Council Members, circumvents not only the staff attempts to resolve the dispute but also undermines the authority of the Council as a whole. The best approach in regard to these issues is to have a clear understanding by the Council as a whole and not have individual members handling it on their own.

The above restrictions on the conduct of the City Council are very clear; Council Members have no authority to direct any employee, request the hiring or firing of any specific employee, or participate in the discipline of any City employee. Those duties are left exclusively to the City Manager and any involvement by Council Members in those activities is a violation of state statute. Again, this is an issue that should not arise if all parties are well aware of their role.

## SUCCEEDING AS AN ELECTED OFFICIAL

**Policy-Making:** Public policy determines what services will be provided to the residents and the level of those services, what kinds of development will occur in the community, and it determines what the community's future will be. Elected officials have public policy-making responsibilities. Because policies created affect everyone in the community in some way, the very best is demanded of public officials. Therefore, there are three major jobs elected officials have when creating policy:

1. **Set a Goal**

To create an effective policy, elected officials must set a strategic direction to go in to achieve a specific goal or vision. Goals should be realistic, achievable, and in the public's best interest. Without a goal, it can be easy to lose sight and direction of the policy's purpose and importance to the community.

2. **Achieve the goal**

Adopt policies that enable the organization to go in the direction and establish the policy set in the goal-setting stage. Policy making requires measurement of the consequences of policy decisions against the community's vision, values, and goals. It can be difficult to determine what a "good" policy is; the following qualities may assist in that determination:

- There is public support.
- The policy is fair and equitable and does not impose disproportional impacts on interest groups.
- Throughout the policy-making process, officials analyzed the impact a policy will have and measured the consequences of policy decisions against the community it affects.
- Officials maintained clear goals while considering a range of alternatives and assessed the impacts of alternatives.
- The policy is relevant and addresses an issue or problems that is generally perceived as significant to the community.
- The policy can be implemented, has a reasonable chance of working, and there are clear assignments for responsibilities for implementation.
- The results are monitored.

3. **Monitor results**

There is always a risk that policy decisions will not accomplish their intended goal or have an unintended negative impact. To gauge effectiveness, monitoring results is necessary. One way to monitor the results of a policy is to get reports and updates on the policy. Good monitoring systems may provide early warning of failure and the opportunity to alter or abandon a policy before the policy negatively affects the public.

**Fiduciary Duties:** The public delegates governing authority to public officials to exercise discretion over the public treasury and to create laws that will impact their lives. The public official, once elected, appointed, or hired, is in a superior position to that of the individual citizen due to specialized governmental knowledge and the ability to advise, deliberate, and participate in the representative process. And finally, the public trusts that the public official will act in the public's best interest. Fiduciaries are under rigorous obligations that ensure compliance with their role responsibilities. Those obligations are:

1. **The Duty of Obedience**

The duty of obedience requires that an elected official ensures compliance with applicable laws and regulations, acts in accordance with its own policies, and carries out its mission to serve its constituents appropriately. Public officials should ensure they carry out their intended purpose and do not engage in unauthorized activities.

2. **The Duty of Loyalty**

Public officials have an absolute obligation to put the public's interest before their own direct or indirect personal interests. The public official breaches this obligation when he or she benefits at the public expense. Prohibited benefits can be financial (such as engaging in pay to play politics- or participating in decisions that favorably impact an official's business, property, or investments), career related (such as using public office and/or public resources to obtain future employment or political position), or personal such as benefits to family members or close associates. Note that when general ethical duties to family or friends' conflict with duty to the public, the public duty must prevail.

3. **The Duty of Care**

The duty care requires that the public official competently and faithfully execute the duties of the office. Under duty of care fall such obligations as the duty to manage assets competently and be good stewards of the public treasury, to use due diligence in the selection and supervision of staff, to follow the rules and to uphold the constitution and laws of the jurisdiction. Examples of breach of this duty include failure to attend meetings, failure to investigate, failure to engage in the deliberative process, and failure to vote.

**BOARD CONDUCT WITH THE PUBLIC: IN PUBLIC MEETINGS**

Making the public feel welcome is an important part of the democratic process. No signs of partiality, prejudice or disrespect should be evident on the part of individual council members toward an individual participating in a public forum. Every effort should be made to be fair and impartial in listening to public testimony.

- **Be Welcoming to Speakers and Treat Them with Care and Gentleness:** The way that the board treats people during public hearings can do a lot to make them relax or push their emotions to a higher level of intensity."

- **Actively Listen:** It is disconcerting to speakers to have board members not look at them when they are speaking. It is fine to look down at documents or to make notes but reading for a long period of time gazing around the room gives the appearance of disinterest. Be aware of facial expressions, especially those that could be interpreted as "smirking," disbelief, anger or boredom. If speakers become flustered or defensive by board questions, it is the responsibility of the chair to calm and focus the speaker and to maintain the order and decorum of the meeting. Questions by board members to members of the public testifying should seek to clarify or expand information. It is never appropriate to belligerently challenge or belittle the speaker. Board members' personal opinions or inclinations about upcoming votes should not be revealed until after the public hearing is closed.

- **No Personal Attacks of Any Kind, Under Any Circumstance:** Board members should be aware that their body language and tone of voice, as well as, the words they use, can appear to be intimidating or aggressive.

- **Follow Parliamentary Procedure in Conducting Public Meetings:** Final rulings on parliamentary procedure are made by the chair of the meeting.

**OKLAHOMA OPEN MEETING ACT SUMMARY**

Meetings of public bodies (such as city council) are governed by the Oklahoma Open Meeting Act. **A violation of the Open Meeting Act can result in criminal charges against the individual Council Member.** The Open Meeting Act has four areas that cause the most concern:

1. Defining Meeting: The Open Meeting Act defines a meeting as "the conducting of business of a public body by a majority of its members being personally together." As you can see by the definition, an informal get-together involving four Council Members can constitute a "meeting." Further, there is no requirement that there be a vote taken, but only discussion.

Meetings cannot be held unless an agenda is posted and the public is advised that the meeting is going to take place. Therefore, in order to avoid any type of problem with an illegal meeting, each of you should be especially careful to avoid any discussion of any City business, or any

matter indirectly related to City business, at any time in which four of you are present. It is the responsibility of the individual Council Members to avoid this problem. (At this time telephone or computer communication by a majority of members is also prohibited by statute.) **Further, extreme care should be taken in regard to discussions held either immediately before or immediately after council meetings.**

2. Notice and Agenda: State law requires that an agenda be posted for any meeting that is to be held. If an item is not posted on an agenda, with the exception of new business that is discussed later, it should not be discussed or acted upon at a meeting of the Council. (If four of you meet informally and discuss City business, a violation of the Act occurs by the failure to post an agenda.)

3. Consent Agenda: A consent agenda is used by cities to allow approval, by one motion and vote, of a number of items that are considered routine. Staff will recommend those items that are included; any council member who wants a vote on any individual item can remove the item from consent. Additionally, council can discuss any consent issue without removing it from the consent agenda.

4. New Business: New business for purposes of the Open Meeting Act is defined as "any matter not known about or which could not have been reasonably foreseen prior to posting of the agenda."

Based on the above definition, if an item arises, either from the Council or from the public, under the New Business portion of the council agenda, the first question by the Council should be whether that matter could have been placed on the agenda. If it could have, and was not, it should not be discussed and no action should be taken; the matter should be placed on the next agenda so the public, not just those present at the meeting, will be on notice that the City may take some action in regard to that item. The same is true in regard to items the Council wishes to discuss at the meeting; unless the item to be discussed is one that could not have been placed on the agenda, it should not be raised by Council under New Business. There is a mistaken assumption many times that New Business is a general catch-all that can be used to discuss any item.

There is no requirement under the Open Meeting Act that the Council allow the public to appear at a meeting and discuss any item they want under the "New Business" portion of the agenda. The only purpose of the New Business portion is to allow the Council to discuss those matters that are not on the agenda because they could not have been placed on the agenda because of the time in which they arose.

**EXECUTIVE SESSIONS**

Executive sessions can only be held for certain specific reasons, such as to discuss pending litigation or claims, the purchase of property, union negotiations and the employment, hiring, appointment, promotion, demotion, discipline or resignation of an individual, salaried, public

officer or employee.

Executive sessions cannot be used to discuss general personnel problems of the city or a department and cannot be held unless they are listed on the agenda. The Open Meeting Act also requires a specific listing of the type of matter being discussed in an executive session; therefore, executive sessions are limited to the specific item to be discussed and other general City business cannot be discussed at that time. Any action taken as a result of an executive session must be voted on in public. Executive sessions are intended as private, confidential meetings in which the private discussions cannot be disclosed by any of those present – the "city," and not the individuals present, own that right to confidentiality and only the "city" by a vote of the elected officials can agree to disclose the private discussion.

**ATTENDANCE**

Attendance at city council meetings by members is addressed by the City of Clinton Charter. Any council member who misses more than half of the regular and special meetings that occur within any four-month time period forfeits, as a matter of law, their office. There are no exceptions to the statutory requirement, no ability of the city to waive that requirement, and no action for removal that is required - the forfeiture occurs as a matter of law without any affirmative vote by the other members.

**MEETING SIGN-IN SAMPLE**

WELCOME:

Tonight's meeting of the City Council is a regular business meeting in which the Council will consider only the specific items listed on the agenda. The agenda items are proposed by Council and staff as pending issues necessary for the City. Citizen input is allowed regarding any agenda item. By council policy, comments are limited to three minutes, should be directed to the Mayor, and should be presented in a civil and business-like manner that shows respect to your fellow citizens.

This meeting, as are other meetings of the City, is governed by rules of conduct and a Code of Ethics approved by the City Council. That Code requires that the members of the City Council continue the long tradition in our City of civility during meetings, proper conduct toward each other, staff and the public, and open discussion of issues without personal attack or animosity. The Council expectations regarding civility apply to all employees of the City and to the public.

We look forward to your input and a productive meeting.

**PLEASE SIGN-IN <u>ONLY</u>**
**IF YOU WISH TO SPEAK ON AN AGENDA ITEM**

| Name | Address | Phone |
|---|---|---|
| | | |
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## CONDUCT, ETHICS & CONFLICT OF INTEREST

One of the more dangerous and sensitive subjects involving council members is the question of conflict of interest. The topic is especially troublesome because the penalty involved, if there is a conflict with a council member and some action being taken by the city, is severe (primarily involving the council member).

**SUMMARY OF CONFLICT OF INTEREST AND STATUTES**

In general, the conflict of interest statutes fall into four categories, as follows:

**A.** A general prohibition that precludes any city officer, employee, or family member of any officer or employee from doing any business of any type with the city. The violation of the statute is a misdemeanor, the contract or agreement entered into is void as a matter of law, and any member voting to approve the contract is personally liable for the amount of the transaction.

**B.** There are a series of statutes dealing with public trust that preclude the public trust from contracting with trust members or their families; again, if that conduct occurs, the trustee is removed as a matter of law and the contract is void. Further, the public trust statutes preclude bidding in certain instances by family members and again results in any contract approved, even after the bid, being void and the member who has a conflict being guilty of a felony. Further, willful violations result in removal of the trustee.

**C.** There are public finance statutes that provide that no contract with a board member or in which a member "directly or indirectly is interested" will be valid. The contract is treated as void. The purpose of the statute is to provide an additional safeguard

concerning the expenditure of monies by public bodies in which individual board members are receiving some interest.

**D.** In addition to the above three conflict of interest statutes, there is also a criminal statute that provides that it is unlawful for any council member to sell materials, supplies or other goods to the city. Any such contract is also void. All members voting yes are personally liable for the amount of the purchase; fines and criminal penalties are provided for.

**E.** Lastly, if you serve on the board of directors of a company doing business with the city, a conflict exists that will require you to excuse yourself from the discussion and voting on those business dealings.

Per the above statutes, the best approach in dealing with possible conflicts is to act with caution. The very basic summary of the rule is that the city cannot contract with any council member or family of any council member; this rule applies even if the council member involved abstains and does not participate in the agreement.

The most likely situation is one in which there is not a direct conflict but some appearance of a conflict because of other business dealings or family members. In those instances, the potential conflict should be disclosed, the potential conflict investigated, and a decision made as to whether the potential conflict is a real conflict.

The statutes that regulate council members fall into the following categories:

## 1. COUNCIL MEMBERS PROHIBITION FROM DOING BUSINESS WITH THE CITY

The following statute prohibits council members from doing business with the city:

**11 Okla.Stat. §8-113 - Prohibited Conduct**

**A.** Except as otherwise provided by this section, no municipal officer or employee, or any business in which the officer, employee, or spouse of the officer or employee has a proprietary interest, shall engage in:

1. Selling, buying, or leasing property, real or personal, to or from the municipality;

2. Contracting with the municipality; or

3. Buying or bartering for or otherwise engaging in any manner in the acquisition of any bonds, warrants, or other evidence of indebtedness of the municipality.

**B.** The provisions of this section shall not apply to any officer or employee of any municipality of this state with a population of not more than two thousand five hundred (2,500) according to the latest Federal Decennial Census, who has a proprietary interest in a business which is the only business of that type within five (5) miles of the corporate limits of the municipality. However, any activities permitted by this subsection shall not exceed Two Thousand Five Hundred Dollars ($2,500.00) for any single activity and shall not exceed Fifteen Thousand Dollars ($15,000.00) for all activities in any calendar year. Provided, however, such activity may exceed Fifteen Thousand Dollars ($15,000.00) per year if the municipality purchases items therefrom that are regularly sold to the general public in the normal course of business and the price charged to the municipality by the business does not exceed the price charged to the general public.

**C.** Provisions of this section shall not apply where competitive bids were obtained consistent with municipal ordinance or state law and two or more bids were submitted for the materials, supplies, or services to be procured by the municipality regardless of the population restrictions of subsection B of this section. Provided the notice of bids was made public and open to all potential bidders.

**D.** All bids, both successful and unsuccessful, and all contracts and required bonds shall be placed on file and maintained in the main office of the awarding municipality for a period of five (5) years from the date of opening of bids or for a period of three (3) years from the date of completion of the contract, whichever is longer, shall be open to public inspection and shall be matters of public record.

**E.** For purposes of this section, "employee" means any person who is employed by a municipality more than ten (10) hours in a week for more than thirteen (13) consecutive weeks and who enters into, recommends or participates in the decision to enter into any transaction described in subsection A of this section. Any person who receives wages, reimbursement for expenses, or emoluments of any kind from a municipality, any spouse of the person, or any business in which the person or spouse has a proprietary interest shall not buy or otherwise become interested in the transfer of any surplus property of a municipality or a public trust of which the municipality is beneficiary unless the surplus property is offered for sale to the public after notice of the sale is published.

**F.** For purposes of this section, "proprietary interest" means ownership of more than twenty-five percent (25%) of the business or of the stock therein or any percentage which constitutes a controlling interest but shall not include any interest held by a blind trust.

**G.** Any person convicted of violating the provisions of this section shall be guilty of a misdemeanor. Any transaction entered into in violation of the provisions of this section is void. Any member of a governing body who approves any transaction in violation of the provisions of this section shall be held personally liable for the amount of the transaction.

H. Notwithstanding the provisions of this section, any officer, director or employee of a financial institution may serve on a board of a public body. Provided, the member shall abstain from voting on any matter relating to a transaction between or involving the financial institution in which they are associated and the public body in which they serve.

## 2. PUBLIC TRUST CONFLICTS STATUTE

The following statute applies to public trusts and limits the activity of trustees of those trusts:

**60 Okla.Stat. §178.8 - Conflict of Interest - Transactions Exempt**

A. Except with regard to residents of a facility for aged persons operated by a public trust, who are trustees of the public trust operating the facility and who comprise less than a majority of the trustees, a conflict of interest shall be deemed to exist in any contractual relationship in which a trustee of a public trust, or any for-profit firm or corporation in which such trustee or any member of his or her immediate family is an officer, partner, principal stockholder, shall directly or indirectly buy or sell goods or services to, or otherwise contract with such trust. Upon a showing thereof, such trustee shall be subject to removal and such contract shall be deemed unenforceable as against such trust unless the records of such trust shall reflect that such trustee fully and publicly disclosed all such interest or interests, and unless such contractual relationship shall have been secured by competitive bidding following a public invitation to bid.

The following types of transactions are exempt from the aforementioned provisions of this section:

1. The making of any loan or advance of any funds to, or the purchase of any obligations issued by such public trust, in connection with the performance of any of its authorized purposes;

2. Any legal advertising required by law or indenture or determined necessary by the trustees of such public trust;

3. The performance by any bank, trust company or similar entity or any services as a depository; or

4. The sale of any public utility services to such public trust, in which the price of said services is regulated by law.

It shall be the duty of each public trust to compile a list of all conflicts of interest for which its trustees have made disclosure. It shall also be the duty of each trust to compile a list of all dealings between its trustees and the trust which involve the exempted transactions listed above. Such lists shall be compiled semiannually for periods ending June 30 and December 31 of each year. Such lists shall be compiled on forms prescribed by the Oklahoma Tax Commission and shall be matters of public record. Copies of such lists shall be filed with the Secretary of State by September 1 and March 1 of each year.

B. The provisions of this section shall be inapplicable to any public trust created and existing prior to July 1, 1988, if all bonds issued by such public trust are required to be issued under and pursuant to a single bond indenture by amendment or supplement thereto and if the instrument or will creating such public trust and the bond indenture under which such trust must issue all bonds shall have been held to be valid and binding agreements in an opinion of the Supreme Court of the State of Oklahoma; and nothing in this section shall impair or be deemed to impair the trust indenture, the bond indenture, or existing or future obligations of such public trust.

## 3. PUBLIC COMPETITIVE BIDDING ACT PROHIBITION FOR BIDDING

The following statute applies to contracts entered into pursuant to the Oklahoma Public Competitive Bidding Act:

**61 Okla.Stat. §114 - Conflict of Interest**

The chief administrative officer and members of the governing body of the awarding public agency authorizing or awarding or supervising the execution of a public construction contract, and their relatives within the third degree of consanguinity or affinity, are forbidden to be interested directly or indirectly through stock ownership, partnership interest or otherwise in any such contract. Contracts entered into in violation of this section shall be void. Persons willfully violating this section shall be guilty of a felony and shall be subject to removal from office.

## 4. CRIMINAL STATUTES

The following criminal statutes may apply to council members in certain circumstances:

**21 Okla.Stat. §355 - Furnishing Public Supplies for Consideration-Exceptions**

A. It shall be unlawful for any member of any board of county commissioners, city council or other governing body of any city, board of trustees of any town, board of directors of any township, board of education of any city or school district, to furnish, for a consideration any material or supplies for the use of the county, city, town, township, or school district.
B. The provisions of this section shall not apply to those municipal officers who are subject to Section 8-113 of Title 11 of the Oklahoma Statutes or to a member of any board of education of a school district in this state which does not include any part of a municipality with a population greater than two thousand five hundred (2,500) according to the latest Federal Decennial Census when the board member is the only person who furnishes the material or supplies within ten (10) miles of the corporate limits of the municipality. However, any activities permitted by this subsection shall not exceed Five Hundred Dollars ($500.00) for any single activity and shall not exceed Two Thousand Five Hundred Dollars ($2,500.00) for all activities in any calendar year.
C. It shall not be unlawful for any member of any board of county commissioners, city council or other governing body of any city, board of trustees of any town, board of directors of any township, or board of education of any school district to vote to purchase materials or supplies from a business that employs a member of the governing body or

employs the spouse of a member if the member or the spouse of a member has an interest in the business of five percent (5%) or less.

**21 Okla.Stat. §344 - Personal Interest of Official in Transaction-Penalty**

A. Except as otherwise provided in this section, every public officer, being authorized to sell or lease any property, or make any contract in his or her official capacity, who voluntarily becomes interested individually in such sale, lease or contract, directly or indirectly, is guilty of a misdemeanor.
B. The provisions of this section shall not apply to:
    1. Municipal officers who are subject to the provisions of Section 8-113 of Title 11 of the Oklahoma Statutes; and
    2. Conservation district board members participating in programs authorized by Section 3-2-106 of Title 27A of the Oklahoma Statutes.

**CODE OF ETHICS FOR ELECTED OFFICIALS**

The following is a sample Code of Ethics for Elected Officials; many cities have adopted a Code of Ethics to ensure that, over time, consistent rules are applied to those who may be elected. The Code of Ethics is in place, and has as its foundation, the principle that the governing body should enact rules for its conduct, and should be responsible to ensure that those rules are enforced.

**THE THREE R'S OF GOVERNMENT LEADERSHIP: ROLES, RESPONSIBILITIES AND RESPECT**

Oklahoma State Statutes and City Ordinances provide detailed information on the roles and responsibilities of council members, the vice mayor and the mayor. This code is intended as a policy statement for the council to help ensure fair, ethical and accountable local government.

This Code of Ethics is designed to describe the manner in which council members should treat one another, city staff, constituents, and others that they may come into contact with while representing the city. The policy defines more clearly the behavior, manners and courtesies that are suitable for various occasions. The policy also considers a wide variety of policy changes and clarifications designed to make public meetings and the process of governance run more smoothly.

The constant and consistent theme through all of the conduct guidelines is "respect." Council members experience huge workloads and tremendous stress in making decisions that could impact thousands of lives. Despite these pressures, elected officials are called upon to exhibit appropriate behavior at all times. Demonstrating respect for each individual, through words and actions, is the touchstone that can help guide Council Members to do the right thing in even the most difficult situations.

**OVERVIEW OF ROLES & RESPONSIBILITIES**

Other resources that are helpful in defining the roles and responsibilities of elected officials can be found in the Oklahoma State Statues, City Charter and Code of Ordinances and the Municipal Handbook from the Oklahoma Municipal League.

**MAYOR**

- Acts as the official head of the city for all ceremonial purposes and military law.
- Chairs council meetings.
- Calls for special meetings.
- Recognized as spokesperson for the city
- Selects substitute for city representation when mayor cannot attend
- Makes judgment calls on proclamations.
- Recommends subcommittees, as appropriate, for council approval.
- Leads the council into an effective, cohesive working team.
- Signs documents on behalf of the city.

**VICE MAYOR**

- Performs the duties of the mayor if the mayor is absent or disabled.
- Chairs board meetings at the request of the mayor.
- Represents the city at ceremonial functions at the request of the mayor.
- Moves or makes motions on agenda items at board meetings.

**BOARD MEMBERS**

- All members of the city council, including those serving as mayor and vice mayor, have equal votes. (may vary depending on charter or some forms of government)
- No board member has more power than any other board member, and all should be treated with equal respect.

**RESPONSIBILITY OF ALL BOARD MEMBERS**

- Fully participate in board meetings and other public forums while demonstrating respect, kindness, consideration, and courtesy to others, including the public, other board members, and employees of the City.
- Prepare in advance of meetings and be familiar with issues on the agenda.
- Represent the city at ceremonial functions at the request of the mayor.
- Be respectful of other people's time.
- Stay focused and act efficiently during public meetings.
- Serve as a model of leadership and civility to the community.
- Inspire public confidence in our government.
- Provide contact information with the administration in case an emergency or urgent situation arises.
- Demonstrate honesty and integrity in every action and statement.
- Participate in scheduled activities to increase team effectiveness and review council procedures, such as this Code of Conduct.

**MEETING CHAIR**

The mayor will chair official meetings of the city council, unless the vice mayor or another council member is designated as chair of a specific meeting.

The Chair shall:

- Maintain order, decorum and the fair and equitable treatment of all speakers.
- Keep discussion and questions focused on specific agenda items under consideration. Make parliamentary rulings with advice, if requested, from the city manager, who shall act as an advisory parliamentarian.

**POLICY ROLE OF THE CITY COUNCIL**

Members shall respect and adhere to the structure of the city government as outlined by Oklahoma Statutes (and City Charter if applicable). The Board members shall be informed of their role in their form of government and shall not interfere in those areas of operation that are the responsibility of others in their form of government. Except as where specifically allowed by statute, Board members should not interfere with the administrative functions of the city or the professional duties of city staff, nor shall they impair the ability of staff to implement council policy decisions.

**POLICIES & PROTOCOL RELATED TO CONDUCT**

A. **Ceremonial Events:** Requests for a City representative at ceremonial events will be handled by city staff. The mayor will serve as the designated city representative. If the mayor is unavailable, then city staff will determine if event organizers would like another representative from the council. If yes, then the mayor will recommend which council member should be asked to serve as a substitute. Invitations received at city hall are presumed to be for official city representation. Invitations addressed to council members at their homes are presumed to be for unofficial, personal consideration.

B. **Correspondence Signatures:** City staff will assist, through the management of the City, in the preparation of any official correspondence needed by the Board. All board members should be aware that all correspondence generated by them in their official capacity will likely be subject to the Open Records Act and, therefore, will become a public record subject to inspection by any member of the public.

C. **Endorsement of Candidates:** Board members have the right to endorse candidates for all council seats or other elected offices. It is inappropriate to mention endorsements during council meetings or other official city meetings.

D. **Public Meeting Hearing Protocol:** The applicant or appellant shall have the right to speak first. The chair will determine the length of time allowed for this presentation. Speakers representing either pro or con points of view will be allowed to follow. The chair will determine how much time will be allowed for each speaker, with three to five minutes the standard time granted. The applicant or appellant will be allowed to make closing comments. The chair has the responsibility to run an efficient public meeting and has the discretion to modify the public hearing process in order to make the meeting run

smoothly. After the close of a public hearing, no more public testimony will be accepted unless the chair reopens the public hearing for a limited and specific purpose.

a. Board members should not express opinions during the public hearing portion of the meeting except to ask pertinent questions of the speaker or staff. "I think" and "I feel" comments by council members are not appropriate until after the close of the public hearing. Board members should refrain from arguing or debating with the public during a public hearing and shall always show respect for different points of view.

E. **Travel Expenses:** All council travel, in which the council member expects to officially represent the city and/or be reimbursed by the city for travel costs, must be approved in accordance with the city's travel and expense reimbursement policy.

**BOARD MEMBER CONDUCT WITH ONE ANOTHER**

Boards are composed of individuals with a wide variety of backgrounds, personalities, values, opinions and goals. Despite this diversity, all have chosen to serve in public office in order to preserve and protect the present and the future of our community. In all cases, this common goal should be acknowledged even as the council may "agree to disagree" on contentious issues.

**IN PUBLIC MEETINGS**

A. **Practice Civility and Decorum in Discussions and Debate:** Difficult questions, tough challenges to a particular point of view, and criticism of ideas and information are legitimate elements of a free democracy in action. This does not allow, however, council members to make belligerent, personal, impertinent, slanderous, threatening, abusive or disparaging comments. No shouting or physical actions will be tolerated.

B. **Honor the Role of the Chair in Maintaining Order:** It is the responsibility of the chair to keep the comments of council members on track during public meetings. Board members should honor efforts by the chair to focus discussion on current agenda items. If there is disagreement about the agenda or the chair's actions, those objections should be voiced politely and with reason, following procedures outlined in parliamentary procedure.

C. **Avoid Personal Comments That Could Offend Other Board Members:** If a board member is personally offended by the remarks of another board member, the offended member should make notes of the actual words used and call for a "point of personal privilege" that challenges the other member to justify or apologize for the language used. The chair will maintain control of this discussion.

D. **Demonstrate Effective Problem-Solving Approaches:** Board members have a public stage to show how individuals with disparate points of view can find common ground and seek a compromise that benefits the community as a whole.

**IN PRIVATE ENCOUNTERS**

A. **Continue Respectful Behavior in Private:** The same level of respect and consideration of differing points of view that is deemed appropriate for public discussions should be maintained in private conversations.

B. **Be Aware of the Insecurity of Written Notes, Voicemail Messages, And Email:** Technology allows words written or said without much forethought to be distributed wide and far. Would you feel comfortable to have this note faxed to others? How would you feel if this voice mail message was played on a speaker phone in a full office? What would happen if this email message was forwarded to others? Written notes, voice mail messages and email should be treated as potentially "public" communication.

C. **Even Private Conversations Can Have a Public Presence:** Elected officials are always on display -- their actions, mannerisms, and language are monitored by people around them that they may not know. Lunch table conversations will be eavesdropped upon, parking lot debates will be watched, and casual comments between individuals before and after public meetings noted.

**BOARD CONDUCT WITH CITY STAFF**

Governance of a city relies on the cooperative efforts of elected officials, who set policy, and city staff, who implement and administer the board's policies. Therefore, every effort should be made to be cooperative and show mutual respect for the contributions made by each individual for the good of the community.

A. **Treat All Staff as Professionals:** Clear, honest communication that respects the abilities, experience and dignity of each individual is expected. Poor behavior toward staff is not acceptable.

B. **Limit Contact to Specific City Staff:** Questions of city staff and/or requests for additional background information should be directed through the appropriate channels and management. Requests for follow-up or directions to staff should be made only through the proper channels. When in doubt about what staff contact is appropriate, council members should confer with management for direction and be sure that the contact is appropriate in the form of government applicable. Materials supplied to a board member in response to a request will be made available to all members of the board so that all have equal access to information.

C. **Never Publicly Criticize an Individual Employee:** Board members should never express concerns about the performance of a city employee in public, to the employee directly, or to the employee's department head. Comments about staff performance should only be made through management through private correspondence or conversation.

a. Do not get involved in daily administrative functions, except those involving committees established by the board and those involving council agenda items in which management is presenting the item to the board for consideration.

b. Board members must not attempt to influence city staff on the making of appointments, awarding of contracts, selecting of consultants, processing of development applications, or granting of city licenses and permits, except to the extent those items involve board agenda items or items presented to board committees.

D. **Check with City Staff on Correspondence Before Taking Action:** Before sending correspondence, board members should check with city staff to see if an official city response has already been sent or is in progress.

E. **Limit Request for Staff Support:** Routine secretarial support will be provided to all council members. All mail for board members is opened by management, unless other arrangements are requested by a board member. Requests for additional staff support, even in high priority or emergency situations, should be made through management, who is responsible for allocating city resources in order to maintain a professional, well-run city government.

**COUNCIL ACCESS AND USE OF PUBLIC FACILITIES AND EQUIPMENT**

The board acknowledges that the powers bestowed on council by state law are granted to the board as a whole, and not to individual board members. As such, the powers granted to council are only exercised in public meetings in compliance with the Oklahoma Open Meeting Act.

Individual board members, (including the mayor in some forms of government), do not have any greater access to public facilities, work sites, or city owned property and equipment than the public at large. Neither the board nor mayor (depending on form of government) are provided offices at city hall or any other city facility, and should direct any request for assistance with official duties (clerical, mailing, travel arrangements, etc.) through management.

The use of any city equipment, even if authorized and provided through the proper channels, shall be in accordance with the policies of the city, and not for personal use.

If the board members are provided city email accounts for city business, in order to comply with legal requirements for the preservation of public records and to ensure that there is compliance with the city's computer usage policies, all council members should conduct city business through the city email account only, with the failure to do so subject not only to the sanctions outlined herein, but also the risk of other individual legal liability for violation of the Oklahoma Open Records Act.

**COUNCIL CONDUCT WITH THE PUBLIC: IN UNOFFICIAL SETTINGS**

A. **Make No Promises on Behalf of the Board:** Board members will frequently be asked to explain a council action or to give their opinion about an issue as they meet and talk with constituents in the community. It is appropriate to give a brief overview of city policy and to refer to city staff for further information. It is inappropriate to overtly or implicitly promise council action, or to promise city staff will do something specific (repair a street, solve a drainage problem, install street signs, etc.).

B. **Make No Personal Comments About Other Board Members:** It is acceptable to publicly disagree about an issue, but it is unacceptable to make derogatory comments about other council members, their opinions and actions.

C. **Remember That Despite Its Impressive Population Figures, This City Is a Small Town at Heart:** Board members are constantly being observed by the community every day that they serve in office. Their behaviors and comments serve as models for proper deportment in the city. Honesty and respect for the dignity of each individual should be reflected in every word and action taken by council members, 24 hours a day, seven days a week. It is a serious and continuous responsibility.

**BOARD MEMBER CONDUCT WITH OTHER PUBLIC AGENCIES**

A. **Be Clear About Representing the City or Personal Interests:** If a board member appears before another governmental agency or organization to give a statement on an issue, the council member must clearly state:

   a. If his or her statement reflects personal opinion or is the official stance of the City;

   b. Whether this is the majority or minority opinion of the board. If the board member is representing the city, the member must support and advocate the official city position on an issue, not a personal viewpoint.

   c. If the board member is representing another organization whose position is different from the city, the member should withdraw from voting on the issue if it significantly impacts or is detrimental to the city's interest. Board members should be clear about which organizations they represent and inform the mayor and council of their involvement.

B. **Correspondence Also Should Be Equally Clear About Representation:** City letterhead may be used when the board member is representing the city and the city's official position. A copy of official correspondence should be given to the city manager for filing as part of the permanent public record.

**BOARD MEMBER CONDUCT WITH BOARDS AND COMMISSIONS**

The city has established several boards and commissions as a means of gathering more community input. Citizens who serve on boards and commissions become more involved in government and serve as advisors to the city council. They are a valuable resource to the city's leadership and should be treated with appreciation and respect.

A. **If Attending a Board or Commission Meeting, Be Careful to Only Express Personal Opinions:** Board members may attend any board or commission meeting, which are always open to any member of the public. However, they should be sensitive to the way their participation -- especially if it is on behalf of an individual, business or developer -- could be viewed as unfairly affecting the process. Any public comments by a board member at a board or commission meeting should be clearly made as individual opinion and not a representation of the feelings of the entire city council.

B. **Limit Contact with Board and Commission Members to Questions of Clarification:** It is inappropriate for a council member to contact a board or commission member to lobby on behalf of an individual, business, or developer. It is acceptable for council members to contact board or commission members in order to clarify a position taken by the board or commission.

C. **Remember That Boards and Commissions Serve the Community:** The city council appoints individuals to serve on boards and commissions, and it is the responsibility of boards and commissions to follow policy established by the council. But board and commission members do not report to individual council members, nor should council members feel they have the power or right to threaten board and commission members with removal if they disagree about an issue. Appointment and reappointment to a board or commission should be based on such criteria as expertise, ability to work with staff and the public, and commitment to fulfilling official duties. A board or commission appointment should not be used as a political "reward."

D. **Be Respectful of Diverse Opinions:** A primary role of boards and commissions is to represent many points of view in the community and to provide the council with advice based on a full spectrum of concerns and perspectives. Board members may have a closer working relationship with some individuals serving on boards and commissions, but must be fair and respectful of all citizens serving on boards and commissions.

E. **Keep Political Support Away from Public Forums:** Board and commission members may offer political support to a council member, but not in a public forum while conducting official duties. Conversely, council members may support board and commission members who are running for office, but not in an official forum in their capacity as a council member.

F. **Inappropriate Behavior Can Lead to Removal**: Inappropriate behavior by a board or commission member should be noted to the mayor, and the mayor should counsel the offending member. If inappropriate behavior continues, the mayor should bring the

situation to the attention of the council and the individual is subject to removal from the board or commission.

## COUNCIL CONDUCT WITH THE MEDIA

Council members are frequently contacted by the media for background and quotes.

A. **The Best Advice for Dealing with The Media is to Never Go "Off the Record":** Most members of the media represent the highest levels of journalistic integrity and ethics, and can be trusted to keep their word. But one bad experience can be catastrophic. Words that are not said cannot be quoted.

B. **The Mayor Is the Official Spokesperson for the City's Position:** The Mayor is the designated representative of the Council to present and speak on the official city position. If an individual council member is contacted by the media, the council member should be clear about whether their comments represent the official city position or a personal viewpoint.

C. **Choose Words Carefully and Cautiously:** Comments taken out of context can cause problems. Be especially cautious about humor, sardonic asides, sarcasm or word play. It is never appropriate to use personal slurs or swear words when talking with the media.

## SANCTIONS

A. **Public Disruption:** Members of the public who do not follow proper conduct after a warning in a public hearing maybe barred from further testimony at that meeting or removed from the council chambers.

B. **Inappropriate Staff Behavior:** Board members should refer to the administration any city staff who does not follow proper conduct in their dealings with board members, other city staff, or the public. These employees may be disciplined in accordance with standard city procedures for such actions.

C. **Board Members Behavior and Conduct:** City board members who intentionally and repeatedly do not follow proper conduct may be reprimanded or formally censured by the council, lose seniority or committee assignments (both within the city or with inter-government agencies). Serious infractions of the Code of Ethics or Code of Conduct could lead to other sanctions as deemed appropriate by board.

   Board members should point out to the offending council member infractions of the Code of Conduct. If the offenses continue, then the matter should be referred to the mayor in private. If the mayor is the individual whose actions are being challenged, then the matter should be referred to the vice mayor.

It is the responsibility of the mayor to initiate action if a board member's behavior may warrant sanction. If no action is taken by the mayor, the alleged violation(s) can be brought up with the full council in a public meeting.

If violation of the Code of Conduct is outside of the observed behaviors by the mayor or council members, the alleged violation should be referred to the mayor. The city council should ask the appropriate staff member to investigate the allegation and report the findings to the city council. It is the city council's responsibility to take the next appropriate action. These actions can include but are not limited to: discussing and counseling the individual on the violations; recommending sanction to the full council to consider in a public meeting; or forming a council ad hoc subcommittee to review the allegation; the investigation and its findings, as well as, to recommend sanction options for council consideration.

**A.** City staff shall provide a copy of this resolution to the members of all city boards and commission to ensure they are familiar with the guidelines established by the city council.

**B.** Additional ethical restrictions, based on state law, apply to any financial conflict of interest issue that may arise, and those issues should be addressed on an individual basis as they arise.

**GIVING AND RECEIVING GIFTS**

When the season of giving is upon us, it is within the human spirit to give. While not limited to the holiday season, this is often the time of year municipal employers might want to give employees a Christmas bonus, providing a turkey/ham or giving the city/town councilmember a gift. Although the intent is good, it can cause a great deal of confusion for city employees and members of the governing body. OK Const. Article 10 §14 states that "Except as otherwise provided by this section, taxes shall be levied and collected by general laws, and for public purposes only, et al." Basically, this prohibits gifts or donations of public funds directly by the payment of money, including providing free rent, utilities or other services, or indirectly by lending public equipment or the labor of public employees when the primary benefit goes to a private corporation, association, or individual.

Oklahoma State Laws have strict regulations about changing an elected official's salary while he/she is in office. What about giving a turkey or a ham? It seems harmless, but if the turkey or ham was purchased with public funds, it could be considered an emolument (fringe benefit). Laws in Oklahoma prohibit an elected or appointed official's salary or emolument to be changed after his or her election and/or appointment. Municipal employees may receive a Christmas bonus or a turkey/ham as compensation, but this is a matter of policy. A Christmas bonus or free turkey/ham is not a gift when it is used as payment in exchange for service to the public as a whole. The value of the compensation must be figured as income for reporting purposes under state and federal laws. For a non-cash item to be a true payment, it must be recorded as a real part of one's salary.

It is important to consult with your city attorney when implementing a policy for the expenditure of public funds. Relying and acting upon the advice of your municipal attorney offers a measure of protection that otherwise you would not have if you act without consultation.

**MUNICIPAL ELECTED OFFICIAL SURVEY**

The following comments are the result of a survey that has been submitted to numerous officials, representing many of the municipalities in the Tulsa area and northeast Oklahoma. The following responses should serve as a guideline for elected officials, both new and established.

1. **The best elected officials possess the following traits:**
   - A genuine desire to benefit the public being served, not just a constituency that may have elected them.
   - A willingness to seek training or other learning opportunities.
   - A willingness to look at options before a decision is made.
   - Honesty, knowledgeable, consensus-builder.
   - Respect for coworkers, both peers and subordinates.
   - A desire to share their insights and experience with similar entities, and not just the unit of government that they currently serve.
   - High moral and ethical standards that supersede legal standards.
   - A willingness to work together as a team towards common goals.
   - A mindset that is open to compromise.
   - A willingness to take the time to research all sides of an issue before making a final decision
   - An appreciation that there will be times when everyone will not agree.
   - A willingness and ability to communicate.
   - Understands that we are all human and sometimes make mistakes.
   - Thoughtful, consistent, supportive, responsible, practical, and intelligent.

2. **Conduct by an elected official that is most damaging to a municipality is the following:**
   - Any attempt through private meetings to make a decision that should be made in accord with the open meeting act, followed closely by any attempts to subvert the ordinary chain of command by giving orders to staff members that their supervisors are not made aware of.
   - Making "busy" work for staff.
   - Using the position for financial gain for themselves or individuals and using the position to only further the agenda of certain individuals, or certain groups of individuals.
   - Self-serving decision making.
   - Vindictive decision making.
   - Making very important decisions without fully researching all the issues.
   - Believing and buying in to people who only tell you part of a story – the part that best suits them and their motives.

- Having a "plant" at City Council meetings to perform the dirty work for a Councilmember.
- Being involved with day-to-day operations instead of performing their roles as policy maker.
- Believing "everything" that they her on the street or read in the local newspaper.
- The "gotcha" member. They wait until the meeting to ask questions often only to make themselves look good at the cost of making others look bad. They often distrust staff, their fellow members, and revel in failures more than the successes.

3. **Conduct by an elected official that is <u>most beneficial</u> to a municipality is the following:**
   - An intelligent search for ways to make the city and the lives of its citizens better, safer, and more productive.
   - Working with other elected officials and staff to make decisions that will benefit all citizens.
   - The newly elected official should keep his/her mouth closed and ears open for the first several months while they learn the parameters of what they can or more especially cannot do in their elected capacity.
   - They should research the history of the issues of the day by asking questions of all sides and make sure they listen more than they speak.
   - They must be fully informed to maintain credibility.
   - Maintaining an open mind.
   - Compliment staff in public and criticize staff in private, if criticism is warranted.
   - Being positive and calm.

**EXAMPLE SOCIAL MEDIA IMPRESSUM**

Use on social media, particularly Facebook, so you can confidently hide or delete comments.

*Comments posted to this page will be monitored. The City of Clinton reserves the right to hide or remove comments, including those that have obscene language or sexual content, threaten a person or organization, support or oppose political candidates or ballot propositions, promote or encourage illegal activity, promote commercial services or products, promote individual causes, websites or social media sites or are not topically related to the particular posting.*

**CONFIDENTIALITY AGREEMENT FOR EXECUTIVE SESSION**

This Confidentiality Agreement between the parties signing below establishes that all information discussed, heard or read in the City Council Executive Session on _____, will not be released, copied, discussed or shared in any manner with any individual other than City Council members present in the Executive Session, members of City staff present during the Executive Session, and other persons authorized by the City Council to be present in the Executive Session. Breach of this Confidentiality Agreement may result in personal liability and potential violation of the Oklahoma Open Meeting Act.

*I have read the above statement regarding confidentiality and agree to abide by it to the best of my ability.*

Signed on this _____day of_____.

| | |
|---|---|
| _____ | _____ |
| Mayor | City Manager |
| _____ | _____ |
| Vice Mayor | City Attorney |
| _____ | _____ |
| _____ | _____ |

## CITY COUNCIL DISCLOSURE OF INTEREST FORM

The undersigned, in accordance with City Ordinance and State Law, hereby discloses the following Conflict of Interest:

A. I have an interest in following issue that is pending:

B. My conflict exists because of the following:

C. Does the transaction involve any of the following:

   a. Selling, buying, or leasing property, real or personal, to or from the municipality;

   b. Contracting with the municipality; or

   c. Buying or bartering for or otherwise engaging in any manner in the acquisition of any bonds, warrants, or other evidence of indebtedness of the municipality.

If yes, AND you or an immediate family member are engaging in that activity, the action is illegal. If your interest is in a company doing business with the City and your interests consists of a "proprietary interest" or ownership of more than twenty-five percent (25%) of the business or of the stock therein or any percentage which constitutes a controlling interest, the transaction is illegal. Does this section apply to your transaction? YES / NO

D. Competitive Bidding. Is the contract for a construction project involving more than $50,000? If yes, you are forbidden to be interested directly or indirectly through stock ownership, partnership interest or otherwise in any such contract. Does this section apply to your transaction? YES / NO

E. I have an interest in an issue that will appear on a City Council agenda, as follows:

   a. I understand that because my interest is a personal or family interest in which I have a financial risk in the outcome of the vote, I am precluded from voting on this issue. I understand I can present factual information to the board as a member of the public could and understand that

even though I am not legally required to leave the room during the council's discussion of this matter, that I have been advised I should do so. Does this section apply to your transaction?

YES / NO

b. I or a family member has an interest in an issue appearing before council. I do not have any direct or indirect financial interest in the outcome of the vote and am making this disclosure to avoid any allegation that I had an inappropriate conflict of interest. Does this section apply to your transaction? YES / NO

Dated this _____ day of _____, 20___

_____
Signature

_____
City Clerk

_____
City Attorney

# RESPONSIBILITY AS AN ELECTED PERSON

Elected persons are responsible for more than just their conduct, which is detailed in Section Two: Conduct, Ethics and Conflict of Interest. They are also responsible for financial tasks like budgeting and accounting. All Cities are required by law to budget and account for the revenues and expenditures made by the City. The City is also required by law to have an audit conducted each year by a licensed independent auditing firm. Finance is responsible for all accounting functions, debt services, investments, asset management, budgeting, rate analysis, and purchasing.

## Accounting

The Finance Department is responsible for developing and maintaining accounting and reporting systems for the City, and any public trusts that the City exercises oversight authority.

The City accounts for governmental funds, which include General Fund, Capital Project Funds, Debt Service Funds, and Special Revenue Funds based on the modified accrual basis of accounting. Under this method, revenues are recognized when "measurable and available". Measurable means knowing or being able to reasonably estimate the amount. Available means collectible within the current period or soon enough thereafter (defined by the City as 60 days after year end) to pay current liabilities. The primary revenue sources, which have been treated as susceptible to accrual by the City, are sales tax, police fines, user fees, intergovernmental revenues, and other taxes. Expenditures (including capital outlay) are recorded when the related fund liability is incurred, except for general obligation bond principal and interest which are recorded when due.

The City also accounts for proprietary funds based on the accrual basis of accounting. Under this method, revenues are recognized when earned and expenses are recorded when the liability is incurred, or economic asset used.

The City utilizes encumbrance accounting in all funds under which purchase orders, contracts, and other commitments for the expenditure of funds are recorded in order to reserve a portion of the applicable appropriation. Encumbrances outstanding at year-end are not considered expenditures for budgetary purposes but are reported as a reservation of fund balance since the City intends to honor the commitments and provide for supplemental appropriations in the following budget year. All appropriations lapse at year-end.
The City's financial accounting software package may also include modules for budgeting and purchasing.

In the normal course of business, the City might participate in various federal and state grant programs from year to year. Each program contains specific conditions and accounting requirements, which must be met to ensure reimbursement and safeguard of the City's eligibility for future grant awards.

**Budgeting**
The administrative staff is responsible for developing a budget for review by the City Council. The goal and purpose of the budget is to allocate available funds to accomplish the policies and directions provided by the Council through the City Manager.

**Budget Process**
A detailed request is prepared for the specific department operating budget, equipment needs and capital projects and is submitted for analysis. Meetings are held with the various Department Heads to affirm objectives, set priorities and justify work programs. The City Council and Municipal Authority Trustees deliberate upon the proposed budget by holding a public hearing to approve the annual budget no later than seven (7) days prior to the end of the current fiscal year. The City Council must approve the budget before any expenditure is made in the new fiscal year.

Passage of the budget is a major milestone for the City, but not the end of the process. After passage, the budget is entered into the City's financial accounting package. The budget is monitored throughout the year as a part of the budget process. Further, progress reports of revenues and expenditures on a monthly basis are presented to the Council.

## UNDERSTANDING MUNICIPAL TRUSTS AND AUTHORITIES

Oklahoma law allows for the creation of a public trust for limited purposes. In doing so, the city gains some advantages in the ability to finance projects and some other differences in how it can conduct its' business. The greatest advantage is the ability to sell revenue bonds to finance construction of public utilities or other projects that can be funded by the revenue that is created. The revenue bonds can be approved and sold by a vote of the Trustees of the Trust and do not require a vote of the people, as do general obligation bonds that are used by the city to finance projects.

Many trusts in Oklahoma have been created to allow that flexibility. The trust is for all purposes a separate, legal entity and therefore, required to have separate meetings and separate agendas for its meetings. The Trustees of the Trust are designated by the trust documents, and many times will be elected officials of the city. Although we sometimes refer to the two entities as one and the same, they really are not. Each entity has its own budget, has its own financial structure, and does business in specific areas without mingling its financial affairs with the other entity. All of the open meeting and open record restrictions that apply to the City will apply to the trust. Although your form of government may have special limitations on the roles of the Mayor and other elected officials, the Trust Indenture should be reviewed to determine the specific powers of the trustees of the trust that governs your operations.

Cities are allowed by law to create different types of entities to carry out municipal functions. Three areas in which these entities may exist are as follows:

A. **PUBLIC TRUSTS.**

State law allows "public trusts" to be created to carry out projects that otherwise could not be conducted by the City. The primary purpose of a public trust is to create more flexibility in financial transactions that the city is able to use in operations, primarily because of constitutional debt limitations. The trust will qualify as a public trust only if the trust has a purpose that is public in nature and the City has agreed to be the beneficiary of the trust. Public trusts are also subject to the OK Open Meeting Act and many the regulations that govern the City. The following public trusts have been created and are active at this time: Clinton Airport Authority, Clinton Economic Development Authority, Clinton Public Works Authority, Clinton Recreation Authority, Clinton Solid Waste Authority

**PUBLIC TRUST CONFLICTS STATUTE**

The following statute applies to public trusts and limits the activity of trustees of those trusts:

**60 Okla.Stat. §178.8 - Conflict of Interest - Transactions Exempt**

**A.** Except with regard to residents of a facility for aged persons operated by a public trust, who are trustees of the public trust operating the facility and who comprise less than a

majority of the trustees, a conflict of interest shall be deemed to exist in any contractual relationship in which a trustee of a public trust, or any for-profit firm or corporation in which such trustee or any member of his or her immediate family is an officer, partner, principal stockholder, shall directly or indirectly buy or sell goods or services to, or otherwise contract with such trust. Upon a showing, thereof, such trustee shall be subject to removal and such contract shall be deemed unenforceable as against such trust unless the records of such trust shall reflect that such trustee fully and publicly disclosed all such interest or interests, and unless such contractual relationship shall have been secured by competitive bidding following a public invitation to bid.

The following types of transactions are exempt from the aforementioned provisions of this section:

1. The making of any loan or advance of any funds to, or the purchase of any obligations issued by such public trust, in connection with the performance of any of its authorized purposes;

2. Any legal advertising required by law or indenture or determined necessary by the trustees of such public trust;

3. The performance by any bank, trust company or similar entity or any services as a depository; or

4. The sale of any public utility services to such public trust, in which the price of said services is regulated by law.

It shall be the duty of each public trust to compile a list of all conflicts of interest for which its trustees have made disclosure. It shall also be the duty of each trust to compile a list of all dealings between its trustees and the trust which involve the exempted transactions listed above. Such lists shall be compiled semiannually for periods ending June 30 and December 31 of each year. Such lists shall be compiled on forms prescribed by the Oklahoma Tax Commission and shall be matters of public record. Copies of such lists shall be filed with the Secretary of State by September 1 and March 1 of each year.

**B.** The provisions of this section shall be inapplicable to any public trust created and existing prior to July 1, 1988, if all bonds issued by such public trust are required to be issued under and pursuant to a single bond indenture by amendment or supplement thereto and if the instrument or will creating such public trust and the bond indenture under which such trust must issue all bonds shall have been held to be valid and binding agreements in an opinion of the Supreme Court of the State of Oklahoma; and nothing in this section shall impair or be deemed to impair the trust indenture, the bond indenture, or existing or future obligations of such public trust.

B. **STATUTORY BOARDS.**

State law requires or allows cities to create certain boards and commissions, those boards have specific purposes that are established by state law. As statutory boards they are generally subject to the open meeting act. At this time the Clinton City Council approves the appointment of citizens to the Planning & Zoning Commission, Board of Adjustments, Personnel Board, Golf Advisory Board, Beautification Committee and representatives to the Foss Master Conservancy District, the Southwest Oklahoma Development Authority and the Midwestern Oklahoma Industrial

C. **CITY CREATED COUNCIL COMMITTEES.**

The City of Clinton does not presently utilize committees but reserves the right to create committees are composed of up to three council members, are advisory only and are not subject to the Open Meeting Act.

# BEST PRACTICES FOR ELECTED OFFICIALS

**BUILDING STABILITY**

Our goals should be the same for the mayor, elected council member and city employee, that we want the following things in our city government:

A. Stability: Everyone we deal with needs our government to be stable, meaning predictable, reliable and consistent in how we do business.

B. Fulfilling: Our city government experience should be fulfilling for everyone involved, from the highest ranking to the lowest ranking person associated with our government. We get there by accomplishing good goals, and by leaving it better than we found it.

C. Enjoyable: We deal with difficult issues sometimes, but the experience of working to make our government better should be enjoyable for everyone involved.

The more stable our cities are, the more fulfilling and enjoyable our service will be. The stability test was created as a way to measure how our cities are doing; the 10 categories used were chosen based on input from a number of municipal officials, with the idea that we should identify the broad areas that should be measured to determine how well our communities are functioning. Some cities have adopted this test as a framework for annual retreats, using it to identify areas in which they seek improvement and as a way to measure how they have improved from year to year.

1. **Financial Stability**: Do you have enough money to operate?

    a. Create a written policy that establishes financial goals for the city, approved by council resolution that gives clear direction to staff.

majority of the trustees, a conflict of interest shall be deemed to exist in any contractual relationship in which a trustee of a public trust, or any for-profit firm or corporation in which such trustee or any member of his or her immediate family is an officer, partner, principal stockholder, shall directly or indirectly buy or sell goods or services to, or otherwise contract with such trust. Upon a showing, thereof, such trustee shall be subject to removal and such contract shall be deemed unenforceable as against such trust unless the records of such trust shall reflect that such trustee fully and publicly disclosed all such interest or interests, and unless such contractual relationship shall have been secured by competitive bidding following a public invitation to bid.

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1. **Financial Stability**: Do you have enough money to operate?

    a. Create a written policy that establishes financial goals for the city, approved by council resolution that gives clear direction to staff.

c. Clear, simple, monthly reports to elected officials.

2. **Governing Body Stability**: How stable is your governing body?
    a. Hold an annual training, including training to staff and elected officials about meeting protocol.
    b. Plan to hold an annual retreat to set goals.
    c. Hold regular meetings with staff to ensure all are working on the projects that are important.
    d. Have a code of ethics for elected officials.
    e. Have a best practices resolution for oversight.
    f. Be professional.

3. **Meetings**: How good are your meetings?
    a. They should be business meetings.
    b. Have respect for fellow elected officials.
    c. Have and abide by clear meeting rules.
    d. Include a good balance of public input limited to agenda topics.
    e. Attend meetings in other cities and learn from them.

4. **Employees**: How good is your workforce?
    a. How do you instill pride in their work?
    b. Improve uniforms and appearance with employee help.
    c. Provide a good salary and benefits.
    d. Create a sense of being a part of the team that works toward a common goal.
    e. Show appreciation to your employees.

5. **Public Image**: What does the public think of your city?
    a. Having good, professional meetings will help.
    b. Emphasize what you do well.
    c. What do your city properties look like?
    d. What does your city equipment look like?
    e. Do you show appreciation to vendors?
    f. Do you pay on time?

6. **Crisis Management**: How do you handle a crisis?
    a. Understand everyone's role.
    b. Understand operations before an event.
    c. Have elected officials tour emergency management facilities and understand who is in charge.

7. **Economic Development**: Are you involved in economic development?
    a. Have you set goals for economic development?
    b. Does the city own land for development?

c. Do you have an economic development director or contract?

8. **Planning & Goal Setting**: How well do you plan and set goals for city projects?
    a. Hold an annual or regular goal setting meeting with written results.
    b. Have short term and long term planning.
    c. Have clear communication, including action steps.

9. **Administration**: How stable has your upper management been?
    a. Identify the strengths and weaknesses of a good working relationship.
    b. Communicate about expectations.
    c. Build and maintain trust between the elected officials and the administration.

10. **Communication**: How well do you communicate?
    a. Create a communications system that is agreed to, that may include:
        i. Weekly reports
        ii. Annual reports
        iii. City newsletter
        iv. Employee newsletter
        v. Email of important events
    b. If possible, have council committees
    c. Informal time with elected officials for management

If you can find stability in these 10 areas, your city will operate more efficiently and achieve greater success throughout the years.

# Midwestern Oklahoma Industrial Foundation

Fax: 580-562-3113
Phone 580-562-3111
Email: modaok@windstream.net

December 10, 2020

Clinton City Government,

It will soon be time for the annual meeting of the Midwestern Oklahoma Industrial Foundation. Please refer to the attached list of Directors, whose terms expire as of February, 2021.

According to the MOIF Charter, local governments of various communities in the Beckham, Custer, Kiowa, and Washita county areas select directors to serve a three-year term. Please take the appropriate action necessary to fill your vacancy (ies) on the MOIF Board.

Submit your selections by January 22, 2021 either by mail, email or fax. I will also need the address and phone number of the person(s) selected, so that I can extend an invitation to the annual MOIF meeting.

If you have any questions, please don't hesitate to call me.

Sincerely,

Kathryn Carlisle
Executive Director of MODA

Enclosures:
Expiring terms of Directors

EIN# 73-6110361

M. O. I. F.

Midwestern Oklahoma Industrial Foundation

* Membership of the Board of Directors of MOIF shall consist of thirty-four (34) persons representing the four (4) county area. (Article VII of MOIF Charter, pages 1 and 2.)

* MOIF Directors shall be selected by the governing body of the community they represent and/or by the Chamber of Commerce of the community they represent. (Article VII of MOIF Charter, page 3.)

* MOIF Directors term of office - three (3) years. (Article VII of MOIF Charter, page 2.)

* MOIF annual meeting - First Thursday in February. (Resolution #1 of MOIF By-laws, page 1.)

* MOIF Officers - President, Vice President, Secretary and Treasurer. Elected at annual meeting. To hold office for one (1) year. (Article III of MOIF By-laws, pages 6-8.)

REVISED 12/30/2020

# APPOINTIVE BOARD MEMBERS AND TERMS

## WESTERN PLAINS LIBRARY- TERM

| | |
|---|---|
| Darla Johnson (7-1-17) | 6-30-23 |

## PLANNING & ZONING BOARD – 3 YR TER

| | |
|---|---|
| Jason Smith (10/19) | 7-1-21 |
| Michael Heerwald | 7-1-22 |
| Matt Graybill (7/16) | 7-1-22 |
| Julie Strong (7/08) | 7-1-23 |
| Aaron Hemingway (11/13) | 7-1-23 |

## FOSS CONSERVANCY DIST 4 YR TERM

| | |
|---|---|
| Bill Jackson | 7-31-23 |
| David Berrong | 7-31-23 |
| Scott Crumley | 7-31-23 |

## BOARD OF ADJUSTMENT – 3 YR TERM

### 3 YR TERM

| | |
|---|---|
| Jason Smith (10/19) | 7-1-21 |
| Kenneth Bragg (7/18) | 7-1-22 |
| Brian Aneshansley | 7-1-22 |
| Matt Graybill | 7-1-23 |
| David Mosburg (Chair) | 7-1-23 |

## GOLF ADVISORY BOARD

| | |
|---|---|
| Clint Mahanay (9/17) | 12-20 -23 |
| Nathan Meget (4/19) | 12-20-23 |
| James Heerwald (Vice) | 12-20-23 |
| Brett Johnson (11/18) | 12-20-22 |
| Luke Adams (Pres) | 12-20-22 |

## PERSONNEL BOARD – 6 YR TERM

| | |
|---|---|
| Sharon Hull | 7-1-22 |
| Paul Adams (8-21-01) | 7-1-24 |
| Sonja Marshall | 7-1-26 |

## MOIF BOARD – 3 YR TERM

| | | |
|---|---|---|
| Jason Hulin | | 2/2020 |
| Wheeler Lowry | | 2/2020 |
| Chris Jones | | 2/2020 |
| ~~Mark Skiles~~ | Robert Johnston | 2/2022 |
| ~~Lisa Anders~~ | Amy Jones | 2/2022 |

# PUBLIC NOTICE OF A REGULAR MEETING
# OF THE PUBLIC WORKS AUTHORITY
# TUESDAY, JANUARY 5, 2021 AT 5:30 PM
# CLINTON CITY HALL

## AGENDA

Source listing: 01/05/21 Meetings
Original source: https://agendas.clintonok.gov/archive/2021/010521/launch.html
The folder contains several unlinked 2020 copies. The January 5 launch page leads to the 2021 agendas used here.
Original authority agenda: https://agendas.clintonok.gov/archive/2021/010521/council.html
Original authority agenda: https://agendas.clintonok.gov/archive/2021/010521/multi.html
Original authority agenda: https://agendas.clintonok.gov/archive/2021/010521/publicworks.html
Original authority agenda: https://agendas.clintonok.gov/archive/2021/010521/solidwaste.html

1. Call to Order

2. Opening Prayer/Pledge

3. Consent Agenda

    A. Consider Approval of Minutes of December15, 2021

    B. Consider Claims

    C. Purchase on State Contract #SW0193 from Key Equipment a new PipeHunter Model 7744 Truck Mount Jetter with Accessories Installed on a F550 Ford Chassis for the Net Total Sum of $108,470.04 (PW Capital Improvement Expenditure)

4. Action Items:

    A. Proposed Second Amended and Restated Water and Wastewater Operation and Maintenance Agreement with Inframark , LLC

    B. Execution of Contact Documents with Fab Tech, Inc. For Filter Distribution Box Rehabilitation and Clarifier Rehabilitation at the Clinton Lake Water Treatment Plant

5. Trustee Report

6. City Manager’s Report

7. Audience Participation

8. Adjournment

Filed this 31th Day of December, 2021. Posted on the bulletin board in the lobby of the Clinton City Hall on December 31, 2021 at 5:00 p.m.

# MINUTES OF CLINTON PUBLIC WORKS AUTHORITY MEETING
# DECEMBER 15, 2020

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 15, 2020, 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 11, 2020.

Chairman David Berrong called the meeting to order with the following present;

**CHAIRMAN**: David Berrong
**TRUSTEES**: Patch McComas **Absent**, Ernie Dowdell **Absent**, Arthur Lloyd, Chris Jones
**MANAGER:** Robert Johnston
**CITY TREASURER**: Debra Blanchard
**CITY ATTORNEY**: Ryan Meacham **Absent**
**CITY CLERK:** Amy Jones
**NEWS MEDIA**: Mike Smith and others
**OTHERS:** Paul Rinkel, Gene McCullough, Johnny O'Conner, Bobby Stewart, Judy Stewart, Lana Johnston, Donnie Phipps, Dan Day, Dacia Phillips, James Kuykendall, and others.

Dan Day with the Ministerial Alliance opened the meeting with prayer and Donald Miller, American Legion Post 41 Commander, led the Pledge of Allegiance.

## AGENDA ITEM NO. 3: CONSENT AGENDA

A. Minutes of Regular Meeting of December 1, 2020

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

Chairman put the motion to a roll call vote:

Aye: Jones, Lloyd, Berrong
Nay: None

Chairman declared the motion carried.

## AGENDA ITEM NO. 4: ACTION ITEMS

### A. Change Order No. Three from Midwest Maintenance & Coating - West High Tower Painting Project

Change Order No. Three from Midwest Maintenance & Coating - West High Tower Painting Project was presented for discussion and approval. City Manager Johnston explained the reduction of the contract by $4,529.48 due to damage which was done during the painting process. Gene McCullough concurred that this was a fair amount to cover the damage.

Motion was made by Trustee Lloyd and seconded by Trustee Jones that Change Order No. Three from Midwest Maintenance & Coating - West High Tower Painting Project be approved as presented.

Chairman put the motion to a roll call vote:

Aye: Jones, Lloyd, Berrong
Nay: None

Chairman declared the motion carried.

## B. Final Payment to Midwest Maintenance & Coating West High Tower Painting Project

Final Payment for Midwest Maintenance & Coating - West High Tower Painting Project was presented for discussion and approval of final payment in the amount of $21,580.52.

Motion was made by Trustee Lloyd and seconded by Trustee Jones that Final Payment for Midwest Maintenance & Coating - West High Tower Painting Project as presented.

Chairman put the motion to a roll call vote:

Aye: Jones, Lloyd, Berrong
Nay: None

Chairman declared the motion carried.

## C. Acceptance of Bids for Filter Distribution Box Rehab and Clarifier Rehab at the Clinton Lake Water Treatment Plant

The bids received for the Filter Distribution Box Rehab and Clarifier Rehab at the Clinton Lake Water Treatment Plant were presented to the Council for action. Two bids were received from one from Fab Tech Wastewater Solutions and a second one from All Tech Engineering Group. Fab Tech Wastewater Solution Total Project for Base Bid No. 1 and Base Bid No. 2 is $295,270 with the additional $15,000 for a grand total of $310,270.00. These funds will be allocated from the 2014 Water Bond. A supplemental allocation of up to $15,000 additional funds for clarifier sand blast/coating and related welding. These additional services will be based on the unit pricing received from the bidder if they are approved.

Motion was made by Trustee Jones and seconded by Trustee McComas to accept the lowest and best bid from Fab Tech Wastewater Solutions for the Filter Distribution Box Rehab and Clarifier Rehab at the Clinton Lake Water Treatment Plant in the aggregate amount of $295,270.00 as presented and that the possible approval for the additional services be determined as the project proceeds and will not proceed without City approval.

Chairman put the motion to a roll call vote:

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

Chairman declared the motion carried.

## AGENDA ITEM NO. 5: TRUSTEE REPORT

None

## AGENDA ITEM NO. 6: CITY MANAGER'S REPORT

None

## AGENDA ITEM NO. 7: ADJOURNMENT

Moved by Trustee Jones and seconded by Trustee Lloyd to adjourn the meeting.

Chairman put the motion to a roll call vote:

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

Chairman declared the meeting adjourned at 5:45 p.m.

Key Equipment & Supply Co.
The key to quality since 1962

**Corporate Office**
P.O. Box 2007
Maryland Heights, MO 63043
314-298-8330

**Branch Office**
P.O. Box 11035
Kansas City, KS 66111
913-371-8260

**Branch Office**
P.O. Box 692109
Tulsa, OK 74169
405-812-5827

December 8, 2020

City of Clinton
Attn: Mr. Gary Kluckner
415 Gary Blvd
Clinton, OK 73601

Re: PipeHunter Truck Mounted Jetter
**Oklahoma State Contract: #SW0193**

Gary,

On behalf of Key Equipment & Supply Co., I would like to thank you for the opportunity to supply the City of Clinton with a proposal for a new PipeHunter Truck Mount Jetter. Below is pricing for a 7744 PipeHunter truck mount jetter with 700-gallon water capacity, Hydraulic Rotating/Articulating Hose Reel (Left to Right and Hose in and out) and 4,000 PSI @ 25 GPM. The 7744 Jetter with Truck Mount option, and labor to mount is on the **Oklahoma State Contract #SW0193**

Features of the PipeHunter 7744 include:

**Water Storage Tank**

- Single water tank - 700-gallon capacity
- High-density polyethylene construction – color black
- Ultraviolet inhibitors to prevent brittleness when exposed to sunlight
- Single hydrant filler assembly
- Main water tank sight gauge (1) – visible from Operator's workstation
- 25 feet fill hose with storage rack

**Water System**

- Giant Pump, 25 GPM @ 4,000 PSI
- Triplex positive displacement – ceramic plunger type
- Air purge for worry free winter operation
- Wash down system- 43H with gun and 25ft Hose

**Engine**

- Kubota 74 HP Tier 4 Final w/clutch
- 15 Gallon fuel tank
- Engine Shroud/ Belt Guard/ Fenders – Aluminum
- Digital Gauge package – high water temperature/low oil pressure shut down, 12-volt ignition system with alternator and battery, starter with lock start switch, pressure gauge – water, single lever water control valve –regulate direction of water hose reel or return to tank utilizing a high-pressure valve assembly, tachometer, hour meter, oil pressure
- Keyed ignition switch
- Electric throttle upgrade
- Automatic engine shut down system for low oil pressure and high coolant temp
- Safety Lanyard (1) Emergency Kill

**Hose Reel/ Nozzles**

Unit is equipped with an articulating 800-foot capacity level wind reel
Push button control for articulation and locking of the reel
Hose reel will articulate hydraulically 90 degrees to each side of center. Articulates on a heavy duty bearing.
Hose real lock hydraulically in any position throughout its travel.
The reel lock system incorporates a fail-safe lock system
**600 ft of ½" jet hose** 4000PSI sewer hose
10 ft ½" steel braided leader hose
Hose reel guard included for extra safety
Hose reel equipped with a footage counter located at operator station

(1) Tiger tail (2")
(1) Nozzle rack (1/2")
(1) 15 Degree Nozzle (1/2")
(1) 30 Degree Nozzle (1/2")
(1) Nozzle skid assembly 6" (1/2")

**Electrical/ Lighting**

Arrowstick w/Control Box & Mounting Bracket LED
Strobes (4) Flat - one on each corner of truck
Panel light – lights up control panel
Work light on the control panel LED – flood light to light up the work area mounted at bottom of panel and 2 work lights upper bar.
LED Strobe light with limb guard, switch located on control panel

**Additional Accessories**

(1) Tool Tray, above frame 14" x 14" x 60" – Aluminum
Traffic Cone Rack – Deck Mount
Manual - PipeHunter Operator's, CD
Manual – Engine Operator's, CD

**Frame**

6" Frame
DOT Lighting Package
Chassis fuel tank tie or 15-gallon auxiliary tank

**Paint**

All metal is cleaned and etched with phosphoric material to insure permanent bond of primer and paint
Each component is painted separately prior to assembly
The entire unit is painted black
All metal is coated with Speed Liner

| | |
|---|---|
| **One (1) new PipeHunter 7744 Base Price with listed Options:** | **$ 79,590.04** |
| Freight, Delivery, and Training Included* | |
| **Less Trade-in Value:** | **$-18,000.00** |
| **Total before Chassis Option:** | **$ 61,590.04** |

**Chassis Option:**

| | |
|---|---|
| **Ford F550 – Diesel 19,500 GVWR:** | **$ 46,880.00** ✓ |
| **Isuzu Cab Over – Diesel 19,500 GVWR:** | **$ 57,500.00** |
| **Ford F650 – Diesel 25,995 GVWR:** | **$ 68,500.00** |

Thank you for your consideration of Key Equipment & Supply Co. and PipeHunter. I look forward to reviewing this proposal with you. In the meantime, if you have any questions, or would like additional information, please don't hesitate to contact me at (405) 812-5827 or jpandian@keyequipment.com.

Respectfully,

*Josh Pandian*

Josh Pandian
Territory Manager
Key Equipment & Supply Co.



* Sample Photo

**Public Works Authority**
**Capital Requests FY 2020-21**

| | | | | |
|---|---|---|---|---|
| **Admin** | | | | |
| 700-40701-3010 | Computer and Printer/Scanner/Copier | 3,150 | | |
| | | | | **3,150** |
| **Water** | | | | |
| Treatment Plant | | | | |
| 700-40710-3035 | Rehab Operations Control Column for WTP Filters | 200,000 | | |
| 700-40710-3030 | Sludge Pump Clinton Lake Lagoons | 30,000 | | |
| 700-40710-3030 | Forklift for Clinton Lake | 20,000 | | |
| 700-40710-3030 | Tractor for Clinton Lake mowing | 30,000 | | |
| 700-40710-3005 | Doors and Frames | 10,000 | | |
| | | | 290,000 | |
| Water Maintenance | | | | |
| 700-40708-3030 | Mini Excavator with Trailer | 50,000 | | |
| 700-40708-3030 | Air Mole/Bercking Tool | 15,000 | | |
| 700-40708-3025 | Meter Reader Pickup | 40,000 | | |
| 700-40708-3035 | 18th Street Water Tower Loop Bypass | 180,000 | | |
| 700-40708-3035 | 8" Water Line Replacement Frisco Ave. | 200,000 | | |
| 700-40708-3015 | Meters & Fire Hydrants | 20,000 | | |
| | | | 505,000 | |
| **Total Water** | | | | **795,000** |
| **Sewer** | | | | |
| Treatment Plant | | | | |
| 700-40810-3035 | Rehab Filter Basin | 250,000 | | |
| 700-40810-3035 | Switch Gear | 35,000 | | |
| 700-40810-3030 | New Scum Pit Pump | 30,000 | | |
| 700-40810-3030 | New Tractor to Pull Disc | 25,000 | | |
| 700-40810-3030 | New Tractor to Pull Sludge | 25,000 | | |
| 700-40810-3035 | Install Manhole for Beltpress | 10,000 | | |
| | | | 375,000 | |
| Wastewater Maint | | | | |
| 700-40808-3035 | CIC Lift Station Pump Bypass | 5,000 | | |
| 700-40808-3030 | Sewer Truck | 150,000 | | |
| | | | 155,000 | |
| **Total Sewer** | | | | **530,000** |
| **Total PWA Capital Requests** | | | | **1,328,150** |

12/31/2020

Still needs work on it.

SECOND AMENDED and RESTATED

WATER AND WASTEWATER OPERATION AND MAINTENANCE AGREEMENT

Between

~~SEVERN TRENT ENVIRONMENTAL SERVICES, INC.~~INFRAMARK, LLC

and

THE CLINTON PUBLIC WORKS AUTHORITY

~~May 2015~~[INSERT DATE]

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SECOND AMENDED AND RESTATED WATER AND WASTEWATER OPERATION AND MAINTENANCE AGREEMENT

THIS SECOND AMENDED AND RESTATED WATER AND WASTEWATER OPERATION AND MAINTENANCE AGREEMENT (hereinafter, the "Agreement") is made and entered into this day of ~~May, 2015~~ [INSERT DATE], by and between the Clinton Public Works Authority, an Oklahoma Public Trust organized under the laws of the State of Oklahoma, whose sole beneficiary is the City of Clinton, a municipal corporation organized under the laws of the State of Oklahoma (hereinafter the "Municipality"), and ~~Severn Trent Environmental Services, Inc.~~Inframark, LLC, a Texas ~~corporation~~ limited liability company with its principal place of business at 2002 W. Grand Parkway N., Suite 200, Katy, Texas 77449 ~~16337 Park Row, Houston, Texas 77084~~ (hereinafter the "Operator").

WHEREAS, the Municipality desires to hire a professional firm to operate and maintain the Municipality's Facilities (defined below in Exhibit C) and the Operator desires to provide said operations and maintenance services to the Municipality; and

WHEREAS, the parties desire to Amend and Restate the Amended and Restated Agreement between the Parties dated July 1st, 2015~~0~~ such that this Second Amended and Restated Agreement shall supersede all prior Agreements and Amendments thereto.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, and subject to the terms and conditions herein stated, the parties agree as follows:

## Article 1 DEFINITIONS

*"Abnormal or Biologically Toxic Material"* is defined as any substance or combination of substances contained in the raw water or influent wastewater received or treated at any of the Facilities in sufficient concentrations or amounts so as to either:

(I) interfere with the biological processes necessary for the removal of organic and chemical constituents from the raw water or wastewater in a manner required to meet Applicable Law including the discharge limits specified in the Municipality's Environmental Permit(s); or

(ii) cause the effluent wastewater discharged from the Facilities to become or create Process Residue or other materials classified as hazardous waste as defined under RCRA and/or hazardous substances as defined under CERCLA.

Abnormal or Biologically Toxic Materials may include, but are not limited to, concentrations of heavy metals, phenols, cyanides, pesticides, herbicides, priority pollutants as listed by USEPA, or any substance that violates the local or USEPA standards for finished water after the routine processing of the influent wastewater and raw water.

*"Additional Services"* shall mean services performed by the Operator that are outside of Operator's scope of Services as set forth in Article 4 of this Agreement.

*"Adjustment Date"* shall mean July 1st of each and every ~~anniversary of the Commencement Date~~Agreement Year.

*"Affiliate"* shall mean "related parties" to the Operator and Municipality within the meaning of Section 144(a)(3) of the Internal Revenue Code.

*"Agreement"* is defined in the Preamble to this Agreement.

*"Agreement Year"* is defined as any consecutive twelve (12) month period during the term of the Agreement (including the renewal options) that begins on the Commencement Date and subsequently ends on each anniversary of that date.

*"Annual Maintenance Expenditures"* is defined as the total of all expenses incurred annually by the Operator in connection with the discharge of its maintenance responsibilities as provided by Section 4.4 of this Agreement; provided however that the Annual Maintenance Expenditures shall exclude Operator's direct labor expenses and related benefits for those individuals exclusively assigned by the Operator to the operations and maintenance of the Facilities and whose cost is included in the Base ~~Compensation~~ Fee hereunder. The Annual Maintenance Expenditures shall specifically include, but shall not be limited to, all materials, supplies, parts, tools, outside subcontractors, specialized services, rental equipment and all of the Operator's overtime costs and related benefits, as well as the cost of Operator's personnel not exclusively assigned to the operation and maintenance of the Facilities at an agreed hourly billing rate, provided, however, that Operator shall consult Municipality regarding purchases of services, equipment or tools that may or could be provided by the Municipality. As stated in Section 4.5 hereunder, any individual expenditure for the repair and/or replacement of Facilities' equipment or structure, other than a Capital Improvement, whose unit cost (as to any single event or function) exceeds five thousand dollars ($5,000.00) shall be subject to the Municipality's prior approval. The cost of such approved expenditures shall be included in the Annual Maintenance Expenditures.

*"Annual Repair and Maintenance Limit"* is defined as the total of all Annual Maintenance Expenditures in an amount up to a maximum of One Hundred Twelve thousand dollars ($112,000) for the first Agreement Year. For each Agreement Year thereafter, the Annual Repair and Maintenance Limit shall be agreed to by the parties. In the event that parties are unable to reach agreement, the Annual Repair and Maintenance Limit shall be the same amount as in the prior Agreement Year.

*"Applicable Law"* is defined as those laws, rules, regulations, codes, administrative and judicial orders, directives, guidelines, judgments, rulings, interpretations or similar requirements or actions of any federal, state, local government, agency or executive or administrative body of any of the foregoing, including CERCLA, SDWA and RCRA, in each case that pertain to the (a) parties' respective responsibilities under this Agreement; (b) operation or maintenance of the Facilities; (c) health and welfare of individuals working at or visiting the Facilities; and (d) the collection, delivery, treatment and disposal of the Municipality's raw and finished water, wastewater, Process Residue and/or related wastes. This definition specifically includes the terms, conditions, requirements or schedules of any administrative or judicial settlement or enforcement related, in any way, to the Facilities, to the collection, delivery, pretreatment, or treatment of the Municipality's raw and finished water and/or wastewater, to the handling, transportation, treatment and disposal of Process Residue and to each of the Municipality's Environmental Permits issued for the Facilities.

*"Authorized Representative"* is defined in Section 7.1 of this Agreement.

*"Base Compensation"* is defined in Section 8.14 of this Agreement.

*"Baseline Conditions"* shall mean the hydraulic influent flow of water and wastewater received and/or processed at the Facilities, and the maximum wastewater influent loading limits contained in such influent wastewater, all as outlined in Exhibit A. The Baseline Conditions shall be reset and adjusted on each and every Adjustment Date to reflect the actual influent hydraulic flows and loadings processed at the Facilities during the Agreement Year just ended.

*"Capital Improvement(s)"* shall mean changes, additions, other than repair, which result in an upgrade to the Facilities constructed or implemented by the Municipality or with the Municipality's prior approval.

*"CERCLA"* is defined as the federal Comprehensive Environmental Response Compensation and Liability Act, as same may be amended from time to time, 42 USC §9601 et seq.

*"Change of Law"* is defined as the occurrence of any of the events listed in (i) through (iv) below, which results or can reasonably be expected to result in (a) the need to make a Capital Improvement at or to the Facilities in order for the Operator to operate the Facilities in accordance with this Agreement and Applicable Law; or (b) an increase or decrease to the cost of managing, operating or maintaining the Facilities in accordance with this Agreement and Applicable Law; or (c) a material and adverse effect on the scope of the Operator's liabilities or obligations under this Agreement

(i) there is passed or promulgated any federal, state, or other local law, statute, ordinance, rule or regulation different from those existing on the date this Agreement is executed; or

(ii) there is passed or promulgated any amendment to, or change in, any federal, state, or other local law, statute, ordinance, rule or regulation (including any applicable sales tax regulation) following the date of this Agreement; or

(iii) following the execution of this Agreement, there comes into existence an order or judgment of any federal, state, or local court, administrative agency or other governmental body containing interpretations of any Applicable Law relating to the operation or maintenance of the Facilities or the health and safety of the Operator's employees that is inconsistent with generally accepted interpretations in effect on the date this Agreement is executed; or

(iv) after the effective date of this Agreement, any change occurs which affects the issuance or renewal, or causes a suspension, termination, interruption, revocation, denial or failure of renewal (for reasons other than Operator fault or failure by the Operator to comply with the terms of this Agreement) of any official permit, license or necessary approval by the USEPA, the Occupational Safety and Health Administration or the State Environmental Agency.

*"Commencement Date"* shall mean the date designated by the parties hereunder for the commencement of their respective obligations. The parties agree that the Commencement Date shall be July 1, 2020

*"Environmental Compliance Guarantee"* is defined in Section 6.1.

*"Facilities" or "Municipality's Facilities"* is defined as the surface water treatment plant (SWTP), Reverse Osmosis water treatment plant (RO), wastewater treatment plant (WWTP), and all associated facilities as described in Exhibit C to this Agreement.

*"Force Majeure"* is defined as any act, event, or condition to the extent that it adversely impacts the cost of performance of, or adversely affects the ability of, either party to perform any obligation under this Agreement (except for payment obligations) if such act, event or condition, in light of any circumstances that should have been known or reasonably believed to have existed at the time, is beyond the reasonable control and is not a result of the willful or negligent act, error, omission or failure to exercise reasonable diligence on the part of the party relying thereon; provided, however, that the contesting party in good faith or failure in good faith to contest such action or inaction shall not be construed as a willful or negligent act, error, omission or lack of reasonable diligence of either party.

(a) Inclusions subject to the foregoing, such acts, events or conditions may include, but shall not be limited to, the following:

(I) an act of God, pandemic, landslide, earthquake, fire, explosion, flood, hurricane, tornado, sabotage, or similar occurrence, acts of a public enemy, terrorism, extortion, war, blockade, insurrection, riot or civil disturbance;

(ii) the failure of any appropriate governmental agency or private utility to provide and maintain utilities;

(iii) any failure of title to the Facilities or any placement or enforcement of any lien, charge or encumbrance on the Facilities or on any improvements thereon that is not consented to in writing by, or arising out of any action or agreement entered into by, either party to the Agreement;

(iv) the inability of the Operator and its subcontractors to gain and maintain access to all areas of the Facilities and/or adjoining the Facilities where the Operator is required to provide services or perform any work hereunder;

(v) the preemption, confiscation, diversion, destruction, or other interference by, on behalf, or with authority of a governmental body in connection with a declared or asserted public emergency or any condemnation or other taking by eminent domain or similar action, in the possession of property, equipment or materials located at the Facilities, or in the performance of the Services to be performed by Operator hereunder;

(vi) strikes, work stoppages, or labor disputes affecting the Operator and any subcontractor (excluding material suppliers) of the Operator;

(vii) with respect to the Operator, the presence at the Facilities of (i) subsurface structures, materials or conditions having historical, geological, archeological, religious or similar significance; (ii) any habitat of an endangered or protected species; or (iii) functioning subsurface structures used by utilities on, underneath, near or adjacent to the Facilities;

(viii) with respect to the Operator, (i) the presence anywhere in, on or under the Facilities on the Commencement Date of underground storage tanks; (ii) the presence of hazardous materials or regulated substances in environmental media anywhere in, on or under the Facilities as of the Commencement Date; (iii) the off-site migration of pollutants and/or off-site contamination, including any migration of pollutants that is not caused by the negligence of the Operator; or (iv) contamination of the Facilities from groundwater, soil or airborne hazardous materials or regulated substances migrating from sources outside the Facilities to the extent not caused by the Operator's negligence;

(ix) with respect to the Operator, damage to the Facilities caused by third parties not related to or under the control of the Operator including, but not limited to, other contractors and subcontractors for the Municipality;

(x) the failure of any subcontractor or supplier to furnish services, materials, chemicals or equipment on the dates agreed to, but only if such failure is the result of an event that would constitute Force Majeure if it affected the Operator directly, and the Operator is not able after exercising all reasonable efforts to timely obtain substitutes; and

(xi) the breach of this Agreement by one of the parties to the extent that it adversely impacts the non-breaching party's cost of performance under this Agreement or adversely affects the ability of the non-breaching party to perform any obligation under this Agreement,

(b) Exclusions. None of the following acts, events or conditions shall constitute an event of Force Majeure:

(i) general economic conditions, interest or inflation rate fluctuations, commodity prices or changes in process, or currency or exchange rate fluctuations;

(ii) changes in the financial condition of the Municipality, the Operator, or any of their Affiliates or subcontractors;

(iii) union work rules which increase the Operator's operating cost for the Facilities;

(iv) any impact of prevailing wage laws on the Operator's costs, provided however that such requirements or demands may constitute a Change of Law entitling the Operator to additional compensation;

(v) the consequence of Operator error, including any errors of Operator Affiliates or subcontractors; and/or

(vi) litigation against the Municipality and/or Operator.

*"Indemnified Party"* is defined in Section 10.1.

*"Independent Engineer"* refers to a nationally recognized independent consulting engineering firm experienced in the design and/or the operation of water and wastewater treatment systems as selected in accordance with the procedures set forth in Article 11 herein.

*"Municipality"* is defined in the Preamble to this Agreement.

*"Municipality's Discharge Permit(s)"* and/or *"Discharge Permit(s)"* shall refer to ~~all~~ permits and licenses issued to Municipality and required for the discharge of wastewater from the Facilities as listed in Exhibit B.

*"Municipality's Environmental Permit(s)" or "Environmental Permit(s)"* shall refer to the Municipality's Discharge Permits and ~~all~~ other permits and licenses issued to the Municipality and required for the supply of finished water from the Facilities. Copies of all Environmental Permits are attached as Exhibit B to this Agreement.

*"Non-Processible Water or Wastewater"* is defined as influent water or wastewater (i) which contains Abnormal or Biologically Toxic Materials; or (ii) which is otherwise detrimental to the operation and performance of the Facilities; or (iii) which is unable to be treated by the Facilities or exceeds the design capabilities of the Facilities as defined by the Operations and Maintenance Manual for the Facilities or as provided in submissions made to regulatory agencies in connection with the construction and/or the permitting of the Facilities.

*"Operator"* is defined in the Preamble to this Agreement.

*"Price Index"* shall mean the Consumer Price Index for all Urban Consumers – Water and Sewerage Maintenance (CPI-U) for the U.S. City Average ~~Consumers (CPI-U) for the South-Size Class D for All Services~~ 1982-84 as published monthly by the U.S. Department of Commerce, Bureau of Labor Statistics. In the event, that this Price Index is changed, or if a substantial change is made in the terms or number of items contained in the Price Index, then the Price Index shall be adjusted to the figure that would have been arrived at had the manner of computing the Price Index in effect as of the Commencement Date not been altered. In the event such Price Index (or a successor or substitute index) is not available, a reliable governmental or other non-partisan publication evaluating the information therefore used in determining the Price Index shall be used. No adjustments or re-computations, retroactive or otherwise, shall be made due to ~~any revision that may later be made in the first published figure of the Price Index for any year.~~

*"Price Index Increase"* shall mean the percentage increase between the Price Index in effect as of the February of the current Agreement Year over the Price Index in effect *as* of prior February. The Price Index Increase shall be calculated as of each and every Adjustment Date for the purpose of adjusting the Base Compensation and the Baseline Power Rate.

*"Process Residue"* is defined as grit, screenings, water and wastewater sludge, and other residue generated by or through the operation of the Facilities.

*"RCRA"* is defined as the Resource Conservation Recovery Act, as same may be amended from time to time, 42 USC §8921 et seq.

*"Reverse Osmosis Plant" is defined as the Municipality's reverse osmosis water treatment plant located at* 3601 W. Modelle Avenue, Clinton, OK 73601

*"SDWA"* is defined as the Safe Water Drinking Act, as may be amended from time to time, 42 USC §300f et seq.

*"Services"* is defined in Section 4.1.

*"Sewer Use Ordinance"* is defined as the Municipality's ordinance, order, regulation or policy which establishes the requirements for persons discharging wastewater to Municipality's sewer system, as same may be amended from time to time.

*"Shutdown"* is defined as the cessation or substantial interruption of normal operations at the Facilities due to the failure of operating equipment or interruption of the processes of the Facilities for reasons other than the negligence of the Operator or its employees, agents or subcontractors.

*"State"* is defined as the State within which geographical boundaries the Municipality is located.

*"USEPA" refers* to the United States Environmental Protection Agency.

## Article 2 PURPOSE

Commencing on the Commencement Date and during the term of this Agreement, the Municipality agrees to engage the Operator as an independent contractor to operate and maintain the Facilities, and Operator agrees to operate, and maintain the Facilities in accordance with the terms and conditions of this Agreement, Applicable Law, ~~and all permits, licenses~~Discharge Permits, manufacturer's protocols, and specifications applicable to the operation and maintenance of the Facilities. Each party hereto agrees that it will cooperate in good faith with the other and its agents, employees, representatives, officers, contractors, and subcontractors to facilitate the performance of the mutual obligations set forth in this Agreement.

## Article 3 REPRESENTATIONS AND WARRANTIES OF THE PARTIES

### Section 3.1 Representations and Warranties of the Municipality

Municipality hereby represents and warrants that, as of the date hereof:

(a) It is an Oklahoma Public Trust, whose sole beneficiary is a municipal corporation of the State duly organized, validly existing and in good standing under the laws of the State, with all legal right, power and authority to enter into this Agreement, to own and operate its properties, to carry on its business as now conducted and as proposed to be conducted, and to enter into and perform its obligations under this Agreement.

(b) This Agreement, Municipality's execution and delivery of this Agreement and Municipality's performance of its obligations hereunder, have been duly and validly authorized. This Agreement has been validly executed and delivered by Municipality and constitutes a legal, valid, and binding obligation of Municipality, enforceable in accordance with its terms.

(c) Municipality's execution, delivery, and performance of this Agreement will not conflict with, or result in any violation of, or constitute a default or a condition which upon notice or lapse of time, or both, would constitute a default under any judgment, order, writ, injunction, decree, rule, regulation, permit, license, note, agreement, mortgage, deed, contract or other instruments that apply to, or which bind Municipality or any of its assets and properties.

(d) There are no actions, suits, proceedings or governmental investigations pending, or, to its best knowledge, threatened against it or its assets or properties, and no judgments, decrees, orders, rulings, writs or injunctions outstanding against it or its assets or properties, that would in any case have a material adverse effect upon Municipality's ability to execute this Agreement or otherwise to consummate and perform its respective obligations hereunder.

(e) The Municipality and its representatives are fully familiar with this Agreement and the obligations set forth herein, including all the exhibits and schedules attached to this Agreement, if any, and Municipality is fully capable of performing and complying with the same.

Section 3.2 Representations and Warranties of the Operator

Operator hereby represents and warrants to Municipality that, as of the date hereof:

(a) It is a ~~corporation~~ limited liability company duly organized, validly existing and in good standing under the laws of the State of Texas, and qualified to conduct business in the State with full corporate power and authority to enter into this Agreement, to carry on its business as now conducted and as proposed to be conducted, and to enter into and perform this Agreement.

(b) This Agreement, Operator's execution and delivery of this Agreement, and Operator's performance of its obligations hereunder, have been duly and validly authorized by Operator by all necessary corporate action. This Agreement has been validly executed and delivered by Operator and constitutes a legal, valid and binding obligation of Operator, enforceable in accordance with its terms.

(e) The execution, delivery and performance of this Agreement will not conflict with, or result in any violation of, or constitute a default or a condition which upon notice of lapse of time, or both, would constitute a default, under the organizational documents of Operator nor under any judgment, order, writ, injunction, decree, rule, regulation, permit, license, note, agreement, mortgage, deed, contract or other instruments that apply to, or which bind, Operator or any of its assets or properties.

(d) There are no actions, suits, proceedings or governmental investigations pending, or, to its best knowledge, threatened against it or its assets or properties, and no judgments, decrees, orders, rulings, writs or injunctions outstanding against it or its assets or properties, that would in any case have a material adverse effect upon Operator's ability to execute this Agreement or otherwise to consummate and perform its respective obligations hereunder.

(e) The Operator is fully familiar with this Agreement and the obligations set forth herein, including all exhibits and schedules attached to this Agreement, if any, and Operator is capable of performing and complying with same.

Section 3.3 Disclosure of Information

The Municipality and the Operator each represent and warrant to the other that each has disclosed, and will in the future disclose, any and all information it now has, or may have in the future, relating to the Facilities that may be relevant to the other in performing its duties and obligations.

Such information shall include, but shall not be limited to, the appropriate sections of any vulnerability or security assessment performed (including any vulnerability assessments performed in accordance with 42 USCS §300i-2 or any other similar statute), environmental audits, prior permit violations and/or dealings with regulatory agencies.

## Article 4 SCOPE OF SERVICES AND OPERATOR'S RESPONSIBILITIES

### Section 4.1 General

Subject to the terms and conditions provided herein, the Operator shall provide labor, tools, utilities and materials, including an on-site routine stock of chemicals (at the Municipality's expense) necessary for the operation and maintenance of the Facilities to the extent specifically set forth in this Article 4 (hereinafter the "Services"). The Parties agree that the technical expertise and management associated with the Services are of primary importance. The Labor identified herein is incidental to any management services. The Services include: (a) treatment of wastewater influent delivered to the Facilities; (b) the production of treated water as necessary to meet the demand for water by the Municipality's customers, as well as using reasonable efforts to ~~maintain full~~manage water storage capacity levels for both water quantity and water quality in all water storage facilities in the distribution system, consistent with the parties' understanding the ~~current capability of the water plant is 1.8 MGD~~designed capabilities of the Facilities; (c) routine preventative maintenance of the Facilities; (d) repair and replacement of the Facilities' equipment; (e) laboratory testing and analysis; and (f)0 preparation and prompt delivery of all applicable and required filings, including discharge reports, to Municipality and to regulatory agencies as prescribed by Applicable Law.

### Section 4.2 Standard of Care

The Services provided under this Agreement are of a professional nature and shall be performed in accordance with the degree of skill and care ordinarily exercised by members of Operator's profession in the geographic region of the Facilities.

### Section 4.3 Process Control

(a) The Operator shall operate and maintain the Facilities ~~and all~~ equipment and processes contained therein in accordance with relevant operation and maintenance manuals and warranties for the Facilities, Applicable Law, the existing raw water supply and the Environmental Permits.

(b) During any Municipality-approved construction or other modification of the Facilities, the Municipality and the Operator will work together to maintain Operator's access to the Facilities and to minimize disruption and outages to the Facilities' existing equipment and components. The Municipality and the Operator will jointly develop a plan of action that will address protection to the Facilities' equipment and processes during any such construction and/or other rehabilitation period while providing for the continued operation of the Facilities to the extent reasonably possible.

### Section 4.4 Routine Maintenance of the Facilities and Equipment

Subject to the limitations set forth in Section 4.5, Section 8.2 and Section 8.4 below, the Operator shall (i) perform routine preventive maintenance in accordance with manufacturers' specifications and approved operating and maintenance procedures developed for equipment and processes of the Facilities;

(ii) repair and/or replace equipment; (iii) clean and lubricate equipment; (iv) make equipment inspections and needed adjustments; (v) ~~perform predictive maintenance as appropriate; (vi)~~ perform building and grounds janitorial services for the Facilities and cleaning of all equipment and vehicles; however, Operator shall perform grounds maintenance if the lawn is higher than four (4) inches tall within one hundred (100) feet of the Facility or any road, sidewalk, or walkway connected thereto or higher than twelve (12) inches anywhere else at the Facility. Operator's costs for such grounds maintenance shall be an Annual Maintenance Expenditure that is incurred against the Annual Repair and Maintenance Limit; (vii) perform plumbing and electrical maintenance; (viii) maintain vehicles and light duty service trucks necessary for daily operations; and (viiiix) maintain all of the Facilities' instrumentation, including instrumentation provided to the Operator by the Municipality pursuant to this Agreement. Operator shall schedule and track all preventive and corrective maintenance ~~and perform spare parts inventory control~~ in accordance with standard industry practice.

Section 4.5 Repairs and Replacement

(a) The Operatori shall be responsible for all Annual Maintenance Expenditures not to exceed the Annual Repair and Maintenance Limit (which Annual Repair and Maintenance Limit shall be included in the Base Compensation and adjusted on each and every Adjustment Date)~~.~~. Any and all costs in excess of the Annual Repair and Maintenance Limit shall be the responsibility of the Municipality and shall be paid directly by the Municipality or reimbursed to the Operator in accordance with Section 8.4.

(b) The Operator shall not incur any single maintenance related expenditure whose unit cost exceeds five thousand dollars ($5,000.00) without the prior written approval of the Municipality, except in the case of emergencies threatening the immediate Shutdown of, or the substantial reduction in the operational capacity of any of the Facilities, or the life, health or property of the Municipality and/or the Operator, their employees and/or agents or others (for purposes of this Section 4.5 only, all such emergencies shall be referred to collectively and individually as an "Emergency"). When the Operator determines that a condition constitutes an Emergency, the Operator may begin taking the necessary abatement action, including all necessary equipment repairs, immediately without the Municipality's prior approval. Any cost incurred during the Emergency shall be included in the Annual Maintenance Expenditures, subject to the Municipality's subsequent review and approval. Any such cost unnecessarily incurred in an~~.~~ Emergency shall be borne by the Operator without reimbursement by the Municipality, but only to the extent it is subsequently determined that the Operator's actions in incurring such cost were not consistent with good and prudent industry practice given the information available to the Operator at the time the decision to incur such cost was made.

Section 4.6 Staffing

(a) The Operator shall provide qualified and, where required, certified staffing for the operation and maintenance of the Facilities in accordance with the Municipality's Environmental Permits.

(b) The Operator shall provide an appropriate level of training for its personnel.

(c) The Operator shall comply with the requirements and policies of the Municipality regarding minority hiring, but only to the extent same is in compliance with Applicable Law.

(d) Operator shall offer employment to all current, qualified, regular full-time individuals employed at the Facilities as of the date hereof at a combination of salary and benefits comparable to those provided to such individuals immediately prior to the date hereof.

Section 4.7 Disposal of Process Residue

(a) As the agent for the Municipality, the Operator shall dispose of Process Residue.

(b) The Operator shall follow the current practices of the Municipality and dispose of Process Residue either at an approved landfill designated as a disposal site by the Municipality or at an approved land application site designated and made available by the Municipality. Throughout the term of this Agreement, the Municipality shall be responsible for locating and designating duly licensed disposal sites for the Municipality's Process Residue. Except to the extent caused by its own negligence, in no event shall Operator be responsible for any fines, penalties or damages resulting from the improper disposal of the Municipality's Process Residue. Title and ownership of Process Residue shall remain with the Municipality notwithstanding any such services by the Operator.

(c) The costs of transportation and disposal of Process Residue at the disposal sites utilized by the Municipality as of the Commencement Date shall be included in the Base Compensation. In the event that the Municipality designates new disposal sites or practices for the disposal of Process Residue and such practices result in additional costs to the Operator, Operator shall be entitled to compensation for such additional costs.

Section 4.8 Testing and Laboratory Analysis

Operator shall perform or shall contract with a laboratory certified by the State to perform all sampling and laboratory analysis required by the Municipality's Environmental Permits. ~~Within thirty (30) days following the Commence Date, Operator and Municipality~~ have ~~shall agreed upon a list of the laboratory analysis to be provide by a State-certified laboratory and the analysis to be provided by the Operator.~~ Laboratory testing required by the Safe Drinking Water Act shall be provided by the Operator, except for those parameters which are currently tested by the ODEQ laboratory. Laboratory procedures and analysis shall conform to the then current edition of Standard Methods for the Examination of Water and Wastewater, or shall be in accordance with testing requirements of the Municipality's Discharge Permits.

Section 4.9 Distribution System

Within thirty (30) days following the Commence Date, Operator and Municipality shall agreed upon a list of the distribution sampling and analysis to be provided by the Operator~~Operator shall perform any distribution testing and monitoring in accordance with Applicable Law~~. Operator will flush dead end hydrants in accordance with Municipality'~~ie~~s current schedule.

Section 4.10 Odor and Noise Control

(a) Operator shall operate the Facilities within the limits and capabilities of the Facilities' equipment to effectively control odor and noise and insure that there is no avoidable disruption of adjacent neighborhoods.

(b) Odor complaints received by the Operator shall be reported to the Municipality within twenty-four (24) hours and contain the name, address, phone number, date and time, Operator contact person, nature of odor, probable origin of the odor and the action the Operator will implement or has implemented to remedy and/or mitigate said odor.

Section 4.11 Safety

The Operator shall implement a proper safety program prior to beginning its Services under this Agreement. Such safety program shall comply with Applicable Laws and Operator agrees that it will adhere to all portions of that safety program; provided however that under all circumstances, Operator should not assume any obligation or incur any liability for any injury, death or damage caused by (i) unsafe site conditions not created by the Operator or by any of its agents, employees and subcontractors, (ii) work being performed by other parties not related to the Operator, (iii) the negligence of Municipality, and/or (iv) the negligence of any third party not related to the Operator.

Section 4.12 Communications

(a) To keep the Municipality informed about the status of the Facilities, the Operator shall comply with ~~, within thirty (30) working days of the Commencement Date, develop an~~the informational communications program developed for ~~, subject to~~ Municipality's ~~approval~~, which is ~~shall be~~ comprised of a written monthly report to Municipality on the operational status and maintenance of the Facilities.

(b) Operator is hereby given permission to interface with regulatory agencies without Municipality's consent in matters related to compliance with the Municipality's Environmental Permits, including the Discharge Permits, and/or with respect to matters required under the Operator's staff certification and licensing requirements and/or as otherwise necessary to comply with Applicable Law, including communication during emergency situations. Operator shall, as soon as practicable and in reasonable detail, inform the Municipality of the subject matter of such communications with regulatory agencies. All other communications with regulatory agencies, the media, or community groups may occur only upon Municipality's request or with Municipality's prior approval.

Section 4.13 Reports

(a) Operator shall maintain computerized and other necessary records of operations, maintenance, repair and improvement activities at the Facilities and shall prepare and submit to the Municipality a monthly report, delivered to the Municipality not later than the third ($3r^d$) Tuesday following the end of each month, including a narrative and itemized summary of operations, maintenance, repair and replacement activities (including the draw-down against the Annual Repair and. Maintenance Limit) and data required for monthly reporting to local, state and federal agencies. The monthly report shall also include the following items: (i) copies of waste and sludge manifests; (ii) insurance claims that are filed or pending; and (iii) copies of all reports and correspondence made by the Operator to local, State and federal regulatory agencies on behalf of the Municipality.

The Operator shall collect the data for all permit monitoring and operating reports required by Applicable Law or by this Agreement and shall deliver the required monitoring and operating reports to the Municipality and to the appropriate regulatory agencies having competent jurisdiction over same. If required pursuant to Applicable Law, the Operator shall attest as to the accuracy and completeness of the data collected for each report. The Municipality, however, shall at all times be responsible for maintaining all required permits for the ownership and operation of the Facilities.

All Facilities' records and data, including but not limited to operation reports, laboratory reports and monitoring documentation, but excluding Operator's budgetary, ~~and~~ financial, and other confidential and proprietary information, are the property of the Municipality and cannot be destroyed by Operator without written consent of the Municipality. All site-specific operating procedure guidelines, preventive maintenance and safety programs and plant evaluation reports will, upon termination of this Agreement, become and remain the property of the Municipality.

Section 4.14 Emergency Response

Operator shall provide emergency response when required. Emergencies include situations in which, absent Operator's action, there is a risk of: (i) the Facilities' noncompliance with Applicable Law; (ii) failure of the Facilities to operate within a reasonably foreseeable period of time;

(iii) circumstances immediately affecting the safety of persons or property; (iv) adverse impact of snow and other extreme weather conditions and other natural or man-made disasters; and (v) the occurrence of an event of Force Majeure or Shutdown.

Operator shall provide said emergency response as promptly as possible, but, absent extraordinary circumstances, within ninety (90) minutes of being notified of the existence of the emergency and the need to respond thereto.

All costs incurred by the Operator in responding to emergencies shall be borne by the Municipality, except where specifically provided otherwise, and where such emergency, production stoppage or failure of the Facilities to operate is a direct result of Operator's failure to operate and maintain the Facilities in accordance with the terms of this Agreement.

(d) In the event of sudden damage or destruction of any portion of the Facilities, or in the event of an emergency which in the reasonable judgment of the Operator is likely to result in material loss or damage to any portion of the Facilities, or constitute a threat to human health or safety, the Operator may suspend operations of those portions of the Facilities which are reasonably determined to be affected by the emergency and may make such emergency repairs as are necessary to mitigate or reduce such loss, damage or threat. The Operator shall provide prompt notice to the Municipality of any such damage, destruction or threat and of any emergency repairs that have or will be taken. The Municipality and the Operator shall cooperate in good faith in pursuing reasonable measures to mitigate any threats to human health or safety, or the environment.

(e) ~~Within thirty (30) days of the Commencement Date, the~~ Operator shall ~~shall develop~~maintain an emergency response plan that ~~shall~~ designate~~s~~ emergency team members and identifie~~sy~~s the standard operating procedures to be followed. In the event of an evacuation, the Operator will report to the Municipality's designated emergency management location, or other site to be specified by the Municipality's authorized representative.

## Section 4.15 Accounting Records

Operator shall maintain up-to-date financial and accounting records as they apply to the Annual Maintenance Expenditures. The records must be kept in accordance with the Operator's standard accounting practices and made available to the Municipality within thirty (30) working days of Municipality's written request.

## Section 4.16 Inventory and Condition of Facilities Equipment

(a) ~~Within ninety (90) days of the Commencement Date,~~ Operator shall ~~submit~~ maintain a written inventory of all hand tools, consumables and expendable supplies and spare parts at each of the Facilities. ~~Within ninety (90) days of the Commencement Date, the Operator shall also submit a written inventory of any and all Process Residue stockpiled or contained at the Facilities.~~ Municipality agrees and shall take all necessary measures to ensure that the volume or quantity of all Process Residue stockpiled or contained within the Facilities ~~as of the Commencement Date~~ shall not exceed the volume or quantity of Process Residue typically generated from the operation of the Facilities in an average month. ~~The Municipality shall have twenty (20) days to verify and accept Operator's written inventories submitted pursuant to this Section 4.16(a).~~

(b) At the termination of this Agreement, the Operator shall provide the Municipality with inventory in quantity and/or value equal to or greater than the initial inventory, reasonable wear and tear excepted. The Operator shall be permitted to leave only an amount of Process Residue at the Facilities that is less than or equal to the amount of Process Residue listed in the inventory prepared by the Operator and accepted by the Municipality pursuant to Section4.16(a) above.

~~(c) At the termination of this Agreement, the Operator shall provide the Municipality with inventory in quantity and/or value equal to or greater than the initial inventory, reasonable wear and tear excepted. The Operator shall be permitted to leave only an amount of Process Residue at the Facilities that is less than or equal to the amount of Process Residue listed in the inventory prepared by the Operator and accepted by the Municipality pursuant to Section4.16(a) above.~~

~~(e) Within ninety (90) days of the Commencement Date, the Operator shall prepare and submit an assessment report on the conditions of the Facilities and process equipment. The assessment report shall include a list of repair or replacement projects and recommended Capital Improvements necessary to ensure that the operation of the Facilities will conform to Applicable Law together with the projected costs associated with same.~~

Section 4.17 Manufacturers' Warranties

The Operator shall be responsible for maintaining all manufacturers' warranties on new equipment purchased by the Municipality after the Commencement Date. In addition, the Operator shall assist the Municipality in enforcing the warranties and guarantees, if any, for existing equipment used in connection with the operation of the Facilities. Under no circumstances shall the Operator's obligations hereunder include any express or implied warranties with respect to all Facilities equipment.

**Section 4.18 Reverse Osmosis Plant Services**

(a) On February 1, 2021, Operator shall provide the services for the Reverse Osmosis Plant as set forth in Exhibit E; provided however, Operator shall not be required to provide said services until the Municipality provides Operator a commissioning report that has been accepted by Operator and completes the planned upgrades to the Reverse Osmosis Plant's SCADA system. Operator shall not be responsible for any fines, penalties, or damages related to the Reverse Osmosis Plant until Operator is required to provide said services under this Section 4.18.

(b) If outlined in the Operations Plan outlined in Exhibit E and agreed upon by Municipality and Inframark, it is determined the Reverse Osmosis Plant must operate to deliver water to the distribution system that meets Oklahoma Department of Environmental Quality ("ODEQ") regulations for public water supplies then the Operator will provide the same services outlined in Article 4 of this Agreement for the Facilities to the extent those services are applicable to the Reverse Osmosis Plant; Operator's obligations with regard to the Surface Water Treatment Plant as identified in Exhibit C to this Agreement shall be the same as those outlined in Exhibit E of the Agreement to the extent those services are applicable to the Surface Water Treatment Plant.

(c) Operator may perform additional services for the Reverse Osmosis Plant beyond the services specified in this Agreement with the mutual consent of both parties. The parties shall separately negotiate the costs of any such additional services.

(d) When the Operator determines that a condition constitutes an Emergency as defined in Section 4.5 for the Reverse Osmosis Plant, Operator may begin taking the necessary abatement action, including all necessary equipment repairs, immediately without the Municipality's prior approval. Any cost, including Operator's labor costs, incurred during the Emergency at the Reverse Osmosis Plant shall be included in the Annual Maintenance Expenditures, subject to the Municipality's subsequent review and approval. Any such cost

unnecessarily incurred in an. Emergency shall be borne by the Operator without reimbursement by the Municipality, but only to the extent it is subsequently determined that the Operator's actions in incurring such cost were not consistent with good and prudent industry practice given the information available to the Operator at the time the decision to incur such cost was made.

(e) The Municipality and Operator shall develop standard procedures for blending water required for the services set forth in Exhibit E by ~~July 1, 2020~~within 120 days from signing of this ~~a~~Agreement.

**Section 4.19 Pump Station Services**

With regard to the pump stations listed in Exhibit C and included in the definition of "Facilities", Operator shall provide routine inspections of the pump stations and provide SCADA monitoring of the pump stations. Municipality shall be solely responsible for all other services related to said pump stations, unless otherwise agreed upon by the parties.

## Article 5 CAPITAL PROJECTS

[THIS ARTICLE INTENTIONALLY LEFT BLANK]

## Article 6 ENVIRONMENTAL COMPLIANCE

### Section 6.1 Environmental Compliance Guarantee

The Operator hereby guarantees (the "Environmental Compliance Guarantee") that the operation of the Facilities will comply with the all provisions of Applicable Law, including the Municipality's ~~Environmental~~ Discharge Permits ~~listed in Exhibit B~~. The Operator's Environmental Compliance Guarantee does not apply ~~,~~ ~~subject~~ to the following conditions:

(a) The receipt at the Facilities of influent that contains. Non-Processible Water or Wastewater; and/or

(b) An event of Force Majeure or Shutdown; and/or

(c) Municipality's failure or refusal to approve or fund necessary Capital Improvements, maintenance, repair, and/or replacement activities in excess of the single expenditure repair and maintenance approval limit or the Annual Repair and Maintenance Limit; and/or

(d) Municipality's failure or refusal to approve operational/process changes necessary in order to allow the Operator to continue to comply with Applicable Law.

(e) Non-compliant conditions caused by water delivered to the Municipality by the Foss water system, Canute Water Wells, Dixon Water Wells, or any future acquired water wells.

In the event that the Operator is excused from meeting the provisions of the Environmental Compliance Guarantee for any of the reasons set forth in this Section above, the Operator shall provide the best treatment reasonably possible within the constraints of the Facilities' design, condition and physical limitations and shall resume normal operations within a reasonable time.

Section 6.2 Fines and Penalties

In the event that wastewater discharge or treated water violations occur following the Commencement Date and such violations constitute a breach of Operator's Environmental Compliance Guarantee, the Operator shall be responsible for fines, penalties, or damages or the admission of Operator fault for violations that may be imposed by Applicable Law. Operator shall only be responsible for such fines, penalties, or damages to the extent Operator's breach of this Environmental Compliance Guarantee resulted in the fine, penalty, or damages. Prior to settlement or payment of any such fines, penalties or damages, the Operator reserves the right to contest government or private actions, suits or proceedings for violations through administrative procedures or otherwise.

## Article 7 MUNICIPALITY'S RESPONSIBILITIES

Section 7.1 Municipality's and Operator's Representatives

On or before the Commencement Date, the Municipality and the Operator shall each designate authorized representatives (each an "Authorized Representative") to administer this Agreement. Either party to this Agreement shall provide written notice to the other party of any change to the Authorized Representatives no less than fifteen (15) days prior to said change.

Section 7.2 Permits

The Municipality shall be responsible for obtaining, maintaining and directly paying for all state, federal, and local permits and licenses required for ownership, operation and maintenance of the Facilities, including without limitation, the Municipality's Environmental Permits. Municipality shall also be responsible for the payment of all regulatory and governmental fees associated with ownership and operation of the Facilities and the Municipality's equipment used in connection with the operation and maintenance of the Facilities. The Operator shall provide reasonable assistance to the Municipality in obtaining and maintaining all required state, federal, and local permits and licenses associated with the ownership, operation and maintenance of the Facilities. Operator shall notify Municipality when it becomes aware of any permits and licenses currently required by Applicable Law, or which may be required in the future, that the Municipality does not currently possess.

Section 7.3 Utilities

(a) The Municipality shall assume all responsibility and cost for arranging for the delivery of utility services to the Facilities, including water, electricity natural gas services, phone and high-speed internet service and shall be responsible for maintaining water service to the Facilities at its sole cost and expense.

(b) The Operator shall assume all costs related to the consumption of gasoline and telephone usage, including internet service, at the Facilities.

Section 7.4 Compliance with Laws

The Municipality will comply with Applicable Law pertaining to the management, ownership, operation, maintenance, repair and replacement of the Facilities to the extent that the responsibility of complying with those laws is not specifically assumed by the Operator under the terms of this Agreement. The Operator shall not be responsible for Municipality's failure to comply with any provision of Applicable Law that is not otherwise specifically assumed by the Operator hereunder. In the event that Operator becomes aware that the Municipality is in violation of Applicable Law, Operator shall inform the Municipality. Notwithstanding this provision, any failure to inform the Municipality shall not render Operator responsible for violations of Applicable Law by the Municipality.

Section 7.5 License to Use the Facilities

The Municipality hereby grants the Operator, without charge, a license during the term of this Agreement for the Operator's use of the Facilities, including all equipment, structures, facilities and vehicles under Municipality's ownership and which have been assigned by Municipality to the Facilities. The Municipality shall provide Operator with a list of such items on or before the Commencement Date and shall update the list from time-to-time as necessary. Operator shall not use such items for any purpose other than the performance of the Services hereunder.

Section 7.6 Notice of Litigation

In the event that the M~~ti~~unicipality receives notice of or undertakes the defense or the prosecution of any action, claim, suit, administrative or arbitration proceeding or investigation in connection with the ownership, operation and/or maintenance of the Facilities and/or this Agreement, the Municipality shall give the Operator prompt notice of such proceedings and shall inform the Operator in advance of all hearings regarding such action, claim, suit, proceeding, or investigation. In the event the Operator receives notice of any action, claim, suit, administrative or arbitration proceeding or investigation in connection with the ownership, operation and/or maintenance of the Facilities and/or this Agreement, the Operator shall give Municipality prompt notice of such proceedings.

Section 7.7 Access

The Municipality shall have full and unrestricted access to any and all parts of the Facilities at any and all times to review the performance of the Operator and inspect the Facilities during normal business hours. If notice is not provided prior to any such visit or inspection, such visit or inspection must be announced immediately upon the arrival of the visiting and/or inspection party at the Facilities. In connection with such visits and inspections, the Municipality agrees on behalf of itself, and further agrees to require its agents, licensees, or invitees, to comply with all reasonable safety rules and regulations adopted by the Operator and/or promulgated by any governmental authority that regulates work place safety.

Section 7.8 Combined Sewer Overflow and Infiltration and Inflow

(a) The Municipality shall be responsible for complying with applicable combined sewer overflow regulations under local, state and federal laws and the Operator shall not be responsible for any such noncompliance or resulting penalties or fines.

(b) The Municipality shall maintain all sewer lines, pipes, force mains, and all other wastewater transportation lines that are not part, of the Facilities under Operator's control in a manner that will control, to the extent practicable, any leakage of water and/or wastewater from or any infiltration or inflow of storm water into any such lines to the extent that the infiltration or inflow causes damage to the operation of any of the Facilities.

Section 7.9 Approval or Disapproval of Proposed Extraordinary Costs

~~(a)~~ In the event that the Operator provides written notice to the Municipality in accordance with Section 4.5(b) that it proposes to incur an expenditure requiring the Municipality's approval, the Municipality shall provide Operator ~~with approval or disapproval of the proposed action within four (4) business days of receipt of such notice.In the event that the Operator provides written notice to the Client in accordance with Section 4.5(b) that it shall incur a single maintenance cost in excess of $5,000, the Client shall provide Operator~~ with approval or disapproval of the proposed action within forty-eight (48) hours of receipt of such notice. In the event that the Operator does not receive notice of approval or disapproval within forty-eight (48) hours, the Client will be deemed to have approved of the proposed action.

Section 7.10 General Authority

The Municipality shall perform all duties and discharge all responsibilities and obligations relating to the operation and maintenance of the Facilities not expressly assumed by the Operator pursuant to the terms of this Agreement.

## Article 8 COMPENSATION

### Section 8.1 Base Compensation

(a) For the period beginning on ~~July 1, 2015~~the Commencement Date, the Municipality shall pay the Operator an annual fee (the "Base Compensation") in the amount of One Million, Forty-Eight Thousand and Forty-One dollars ($1,048,041.00). The Base Compensation includes the annual maintenance and repair budget for year one of One Hundred Thirty Thousand Dollars ($130,000). The Base Compensation shall be payable in equal monthly installments of Eighty-Seven Thousand Three Hundred Thirty-Six dollars and Seventy-Five cents ($87,336.75), in advance, on the first day of each and every month for the duration of the Agreement, as adjusted pursuant to subparagraph (b) below.

(b) The amount of the Base Compensations shall be increased as of each Adjustment Date in accordance with the formula set forth in Exhibit D hereunder in proportion to the Price Index Increase~~; provided however, the Base Compensation shall not be subject to such increase on the Adjustment Date on July 1, 2020~~. The Base Compensation shall not be reduced by virtue of this Section

~~(c)~~ The Municipality shall pay the Operator at the then current rate of compensation until such time

~~(d)~~(c) as the Operator notifies the Municipality that the Base Compensation has been adjusted. In conjunction with such notification, the Operator will invoice the municipality for any additional compensation owed retroactive to the Adjustment Date and the Municipality shall pay such invoice within thirty (30) days.

### Section 8.2 Annual Repair and Maintenance Limit

The Operator will track Annual Maintenance Expenditures incurred against the Annual Repair and Maintenance Limit. If, at any point during the Agreement Year, the actual Annual Maintenance Expenditures incurred to that point exceed the Annual Repair and Maintenance Limit, the Operator will invoice the Municipality for the excess costs in accordance with Section 8.4 and will continue to invoice any additional excess costs on a monthly basis thereafter. Any portion of the Annual Maintenance Limit that has not been spent at the end of each Agreement Year will be credited to the Municipality against the Based Compensation in the subsequent Agreement Year. In the event the Agreement is not renewed in accordance with Section 9.1(b), any portion of the Annual Maintenance Limit that has not been spent at the end of the final Agreement Year will be reimbursed to the Municipality within thirty (30) days following the end of the final Agreement Year.

### Section 8.3 Additional Services

Except in connection with an Emergency or Shutdown, the parties shall agree upon a price for any Additional Services to be provided by the Operator prior to the delivery of such Additional Services. The Municipality shall pay the Operator at the agreed price for any Additional Services within thirty (30) days of receipt of Operator's invoices for such Additional Services.

### Section 8.4 Other Costs and Expenses

Unless specifically provided otherwise in this Agreement, the Operator will not be required to bear the costs of the following:

(a) Expenses resulting from a change in the scope of Services or physical change(s) to the Facilities in accordance with Section 8.5;

(b) Expenses resulting from a Change of Law in accordance with Section 8.5;

(c) All repairs necessitated by the occurrence of a disabling event qualifying under the definition of Force Majeure or Shutdown hereunder;

(d) Special, additional or extraordinary expenses incurred by the Operator in providing an emergency response following the occurrence of a disabling event qualifying under the definition of Force Majeure or Shutdown hereunder;

(e) Water or sewage use fees associated with and/or equated to domestic water usage and/or wastewater discharge including the all sewer service charges and volume charges levied under the Sewer Use Ordinance;

(0 Expenses related to municipal or private surveillance and alarm monitoring by third party vendors;

(g) Fire protection;

(h) Professional engineering fees;

(i) Expenses resulting from hydraulic or organic loads exceeding the Baseline Conditions. All calculations to determine whether or not the Baseline Conditions have been exceeded shall be made annually as of each Adjustment Date;

(j) Expenses incurred from the treatment of Non-Processible Water or Wastewater, including without limitation, any penalties and fines that may be assessed as a result therefrom;

(k) All costs attributable to the consumption of electric power;

(1) Capital Improvements, unless agreed to otherwise by the parties;

(m) Taxes as provided in Section 8.6 below;

(n) All expenses necessitated by the repair and/or replacement of equipment or structure damages by parties unrelated to and not under the supervision of the Operator;

(o) Any and all Annual Maintenance Expenditures in excess of the Annual Repair and. Maintenance Limit.

(p) Any cost for each and every other obligation assumed by the Municipality pursuant to this Agreement, but not specifically delineated in this Section 8.4.

(q) Laboratory analyses paid for under the State permit fees.

(r) Chemicals

The Municipality shall directly pay and/or reimburse and/or compensate the Operator for all expenses incurred or paid by the Operator for those items listed in (a) through (r) above within thirty (30) days of Operator's submission of Operator's invoices. For the listed items specified above, the Municipality shall reimburse or compensate the Operator only for authorized costs incurred by the Operator. All costs or expenses subject to reimbursement (excluding any taxes as provided in Section 8.6 below, or Surcharges) shall include an administrative fee of ~~ten~~ fifteen percent (10~~5~~%), plus any finance costs incurred in connection with any or Capital Improvements financed by the Operator for the benefit of the Municipality.

Section 8.5 Change in Scope

(a) In the event of a change in scope or Change of Law which results in ~~the necessity for either~~ an increase ~~or decrease of ten percent (10%) or more~~ in the Operator's cost of providing the Services hereunder, ~~one party~~Operator may provide notice to the ~~other party~~Municipality in accordance with Section 12.8 and the parties shall negotiate in good faith to adjust the Base Compensation to account for such change in Operator's costs.

(b) If the parties are unable to reach a negotiated agreement within thirty (30) days of the date of notice, then the contract may be terminated immediately by ~~either party~~Operator.

~~(b) Reduction of the overall scope of Services performed by the Operator under this Agreement may not, over the entire term of this Agreement, reduce the Base Compensation by an amount greater than ten percent (10%) of the Base Compensation as of the Commencement Date.~~

Section 8.6 Taxes

Municipality shall pay all property, ad valorem, franchise, sales, use, excise, gross receipts, transaction privilege or other taxes, if any, associated with the Services and the ownership, operation and maintenance of the Facilities, other *than taxes imposed on Operator's net income or payroll. Municipality shall pay directly or reimburse Operator for any such taxes that Operator may be required to pay under Applicable Law, including without limitation, any and all sales, use, gross receipts and/or transaction privilege taxes due in connection with or as a result of the Operator's purchase, consumption, or use, in performing the Services hereunder, of tangible personal property and/or subcontracted services.

Section 8.7 Accrual of Interest on Late Payments

Any and all late payments due to either party from the other party shall accrue interest at the rate of one and one-half percent (1_1/2%) per month or the maximum rate permitted by Applicable Law, whichever is greater, from the original due date and until payment is received.

## Article 9 TERM AND TERMINATION

Section 9.1 Term

(a) This Agreement shall remain in full force and effect for ~~five (5) years~~ from the Commencement Date until midnight of June 30, 2025, unless terminated for cause as provided for in Section 9.2 below.

(b) Thereafter, this Agreement shall be automatically renewed for successive five (5) year periods unless cancelled in writing by either party at least sixty (60) days prior to the expiration of the then current term. Modifications to the Base Compensation shall be made pursuant to Section 8.1(b) of this Agreement.

Section 9.2 Termination

(a) The failure of either party to comply with any of the material terms of this Agreement shall constitute a default. Upon default by one party, the other party shall send written Notice of Termination. Such notice shall clearly specify the nature of the default and provide the defaulting party forty-five (45) days to cure the default. If the default is capable of being cured within forty-five (45) days but is not cured within forty-five (45) days, the Agreement shall terminate at midnight of the forty-fifth (45th) day following receipt of the Notice. In the case of default that cannot be cured within forty-five (45) days, this Agreement shall not terminate so long as the defaulting party has given written notice of the extension to the other party and the defaulting party has commenced and is diligently pursuing a cure. Evidence of such cure and its diligent pursuit shall be provided from the party determined to be in default to the satisfaction of the other party.

(b) In the event of the termination of this Agreement under (a) above, the Municipality shall pay Operator for the Services provided and invoiced by Operator up to the effective date of termination plus the unamortized balance of Capital Improvements financed or paid for by the Operator as reflected on Operator's financial statements. Payment shall be made within thirty (30) days of the date of termination.

**Article 10 RISK MANAGEMENT**

**Section 10.1 Indemnification**

(a) During the term of this Agreement and to the extent permit by law, each party (the "Indemnifying Party") ~~the Operator~~ shall defend, indemnify and hold harmless the ~~Municipality~~ other party and its respective successors and assigns (each is referred to herein as an "Indemnified Party") against any and all liability for damages, costs, losses, and expenses, including reasonable attorney's fees, resulting from any claim asserted by a third party against the Indemnified Party for wrongful death, bodily injury and/or property damage, but only to the extent caused by the willful or negligent acts or omissions of the ~~Operator~~Indemnifying Party. Notwithstanding any of the foregoing, with respect to any loss, damage, injury or other claims made against the Municipality as a result of or based upon the presence, removal, handling, storage, release, discharge, escape or other disposition of any hazardous substances, waste, pollutants or contaminants, the Operator's obligations to Municipality for indemnity and/or contribution shall not apply if such removal, handling, storage, release, discharge, or other disposition is not required by any local, State or federal law, rule or regulation, or where the loss, damage, injury or claim is not the result of Operator's gross negligence or willful misconduct. The indemnification of Operator by Municipality under this Section 10.1 is made without waiving the Municipality's sovereign immunity under Applicable Law.

(b) ~~With the exception of third party claims for which Operator has an indemnity obligation to the Municipality pursuant to the terms of this Agreement, i~~In no event shall either party be liable to the other party for any special, punitive, indirect and/or consequential damages, including damages attributable to loss of use, loss of income or loss of profit even if such party has been advised of the possibility of such damages. To the extent that this Section 10.1(b) is construed by a court of competent jurisdiction to be in violation of Oklahoma law, this Section shall be void.

**Section 10.2 Operator's Insurance**

(a) The Operator shall provide and maintain the following levels of insurance coverage at all times subsequent to the execution of this Agreement:

(i) Commercial General Liability Insurance, including contractual liability, with a limit of one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate; and

(ii) Workers Compensation Insurance in compliance with the statutes of the State that has jurisdiction over Operator's employees engaged in the performance of Services hereunder, to the required statutory amount; and

(iii) Automobile Liability Insurance with a combined single limit in the amount of one million dollars ($1,000,000).

(b) The Operator will furnish the Municipality with certificates of insurance which evidence that policies providing the required coverage and limits are in full force and effect. In addition, the Operator will name the Municipality as an additional insured on the general liability policy and automobile liability policy with respect to the Services performed under this Agreement during the term of this Agreement except for any claim against or loss suffered by the Municipality arising as a result of Municipality's negligence or fault and, in circumstances of joint fault or negligence, except to the extent of the loss attributable to the Municipality's proportionate degree of negligence or fault. Operator agrees to provide the Municipality with thirty (30) days notice prior to cancellation of any policy hereunder.

Section 10.3 Municipality Insurance

The Municipality will maintain all risk property insurance for the full replacement value of the Facilities; including coverage for losses resulting from certified and non-certified acts of terrorism.

Section 10.4 Operator's Liability

~~(a)~~ In the event that claims(s) raised against the Operator on account of this Agreement, or on account of the Services performed hereunder, is/are covered under Operator's insurance policies required of the Operator hereunder, the Operator shall not be responsible for any loss, damage or liability beyond the policy amounts contractually required hereunder and the amounts actually paid pursuant the limits and conditions of such insurance policies. With respect to any cause of action and/or claim raised against the Operator that is not covered by the insurance policies required of the Operator hereunder arising under this Agreement, Operator's liability shall not exceed an amount equal to the Base ~~Compensation~~ Fee in effect during the Agreement Year in which such cause of action and/or claim is raised against the Operator.

~~(b) The parties agree that Section 10.4(a) above does not apply to third party claims for which Operator has an indemnity obligation to the Municipality pursuant to the terms of this Agreement. To the extent that this Section 10.4(a) is construed by a court of competent jurisdiction to be in violation of Oklahoma law, this Section shall be void.~~

Article 11 DISPUTE RESOLUTION

Section 11.1 Applicability

To affect a timely and efficient resolution of disputes that may arise during the term of this Agreement, the parties hereto agree that all claims, controversies and disputes, shall be resolved pursuant to Section 11.2.

Section 11.2 Disputes

If a dispute arises pursuant to this Agreement and is not resolved by mutual agreement within sixty (60) calendar days and the dispute involves any matter(s) primarily requiring the exercise of engineering judgment and involves an amount, if any, of two hundred thousand dollars ($200,000) or less, the dispute shall be brought to the Independent Engineer who shall assume exclusive jurisdiction thereof. Any other dispute may be brought to the Independent Engineer mutually by the parties or shall be subject to resolution as the parties deem appropriate, including through mediation, arbitration or litigation. The determination of whether a matter primarily requires engineering judgment shall be resolved in accordance with procedures established by the American Arbitration Association. The Independent Engineer shall be required to make a final determination within thirty (30) days from receipt of such dispute by the Independent Engineer. The Municipality and the Operator shall be bound by the terms of the Independent Engineer's final determination.

The determination by the Independent Engineer shall be made in writing, shall contain written findings of fact on which the decision is based and shall be specifically enforceable by a court of competent jurisdiction. The reasonable expenses of both parties incurred in connection with the resolution of any dispute hereunder shall be borne and paid for by the party losing such dispute; except, however, that each Party shall bear the cost of its own attorney's fees, unless the Independent Engineer determines that the nature of the action or defense of the losing Party was frivolous, in which event the prevailing party's fair and equitable attorney's fees incurred will be paid by the losing party in addition to the losing party's payment of other expenses.

Section 11.3 Selection of Independent Engineer

The Independent Engineer, and any successor Independent Engineer, shall be mutually selected by the parties herein to serve in such capacity pursuant to this Agreement. The Independent Engineer shall not otherwise be affiliated with either party or associated with the transactions contemplated by this Agreement. Such Independent Engineer shall have substantial knowledge with respect to water and wastewater treatment systems. Fees of the Independent Engineer so selected shall be paid one-half by the Operator and one-half by the Municipality. The Operator and the Municipality shall cooperate to retain the Independent Engineer upon terms and conditions mutually satisfactory to the Operator and the Municipality as soon as practicable after selection of the Independent Engineer.

Section 11.4 Replacement of the Independent Engineer

If the Independent Engineer resigns, if the parties mutually agree to terminate the services of the selected Independent Engineer or if either party demonstrates that the Independent Engineer is subject to a conflict of interest or has committed malfeasance, then the parties shall mutually agree on a replacement. The successor Independent Engineer shall not otherwise be affiliated with either party or associated with the transactions contemplated by this Agreement.

The successor Independent Engineer shall also have substantial knowledge with respect to water and wastewater treatment systems. If the Operator and the Municipality have not agreed upon the selection of a successor Independent Engineer within ninety (90) days of the resignation or termination of the Independent Engineer, the parties shall arrange for a new Independent Engineer to be selected by the American Arbitration Association as expeditiously as possible. The successor Independent Engineer's fees shall be paid in the same manner as provided in Section 11.3.

Section 11.3~~5~~ Covenant to Continue Work

During resolution of any dispute under this Article, the Operator and the Municipality shall each continue to perform all of their respective obligations under this Agreement without interruption or delay.

Article 12 MISCELLANEOUS

Section 12.1 Relationship

Except as provided in Section 4.7(a) of the Agreement, the relationship of the Operator to the Municipality is that of independent contractor for all purposes under this Agreement, including for the purposes of applicable wage; tax, fringe benefit and worker compensation laws. This Agreement is not intended to create, and shall not be construed as creating, between Operator and Municipality, the relationship of principal and agent, joint venturers, co-partners or any other similar relationship, the existence of which is hereby expressly denied; provided however, Operator may act a purchasing agent for Municipality for parts, materials, and equipment provided hereunder and use Municipality's tax exempt identification number.

Section 12.2 Construction

In construing this Agreement, the following principles shall be followed:

(i) no consideration shall be given to the captions of the articles, sections, subsections or clauses, which are inserted for convenience in locating the provisions of this Agreement and not as an aid in construction; (ii) no consideration shall be given to the fact or presumption that any of the parties had a greater or lesser hand in drafting this Agreement; (iii) examples shall not be construed to limit, expressly or by implication, the matter they illustrate; (iv) the word "includes" and its syntactic variants mean "includes, but is not limited to" and corresponding syntactic variant expressions; (v) the plural shall be deemed to include the singular,

and vice versa; (vi) each gender shall be deemed to include the other genders; (vii) each exhibit, appendix, attachment and schedule to this Agreement is a part of this Agreement;

and (viii) any reference herein or in any schedule hereto to any agreements entered into prior to the date hereof shall include any amendments or supplements made thereto.

**Section 12.3 Entire Agreement; Amendments**

This Agreement contains the entire agreement between the Municipality and the Operator and supersedes all prior or contemporaneous communications, representations, understandings or agreements. This Agreement may be modified only by a written amendment signed by both parties.

**Section 12.4 Waiver**

**The** failure on the part of either party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provisions in the future.

**Section 12.5 Assignment**

This Agreement shall be binding upon the successors and assigns of each of the parties, but neither party shall assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld. The Municipality may assign this Agreement to a new owner of the Facilities if the Municipality sells the Facilities, provided, however, that such assignee expressly and in writing assumes all obligations of the Municipality under this Agreement. Nothing contained in this Section 12.5 shall be construed to release either party in the event of an assignment of either party's interest.

**Section 12.6 Force Majeure**

A party's performance of any obligation under this Agreement shall be excused if, and to the extent that, the party is unable to perform because of any event of Force Majeure. In any such event, the party unable to perform shall be required to resume performance of its obligations under this Agreement upon the termination of the event or cause that excused performance hereunder.

**Section 12.7 Governing Law and Venue**

The Agreement shall be governed by and construed in accordance with the laws of the State. The parties agree that the venue of any action arising from this Agreement shall be in the appropriate State court having competent jurisdiction located in the judicial district in which the Municipality is located.

**Section 12.8 Notices**

All notices will be in writing and shall be deemed given when mailed by first class mail or delivered in person. Notices required to be given to the Operator will be addressed to:

~~13742 Mary Lane~~
~~Aviston, IL 62216~~220 Gibraltar Road, Suite 200
Horsham, PA 19044
Attn: Kirt Ervin

With a copy to:

Legal Department
~~Severn Trent Environmental Services, Inc.~~Inframark, LLC
220 Gibraltar Road, Suite 200
Horsham, PA 19044

Notices required to be given to the Municipality will be addressed to:

The City of Clinton
P.O. Box 1177
Clinton, Oklahoma 73601
Attn: ~~Public Works Director~~City Manager

Section 12.9 Severability

Should any part of this Agreement for any reason be declared invalid or void, such declaration will not affect the remaining parts of this Agreement, which will remain in full force and effect as if the Agreement had been executed with the invalid portion eliminated.

Section 12.10 Counterparts

This Agreement may be executed in more than one counterpart, each of which shall be deemed an original.

Section 12.11 Modification of Agreement

No change in or modification, termination or discharge of this Agreement, in any form whatsoever, shall be valid or enforceable unless it is in writing and signed by the party to be charged therewith or its duly Authorized Representative, provided, however, that any change in or modification, termination or discharge of this Agreement expressly provided for in this Agreement shall be effective as so provided.

Section 12.12 Survival

Termination or expiration of this Agreement shall not release either party from any liabilities or obligations set forth in this Agreement which (i) the parties have expressly agreed shall survive any such termination or expiration; or (ii) remain to be performed or by their nature would be intended to be applicable following such termination or expiration.

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date

EXHIBIT C
DESCRIPTION OF FACILITIES

Surface Water Treatment Plant at ~~—Rt 2, Box 12, Foss, OK~~ 10906 N 2110 Rd. Foss OK, 73647)

Canute Water Source POE at - Rt 2, Box 12, Foss, OK 73647

Reverse Osmosis Treatment Plant located at - 3601 W. Modelle Avenue, Clinton, OK 73601

Ground Water Source Locations:

Golf Course Well #1
Golf Course Well #2
Dixon Well Site

Distribution System Pump Stations:

Neptune
Canyons West
Foss
West High Side
Airport
White Dog

Wastewater Treatment Plant at — 2200 E. Commerce, Clinton, OK 73601

Dead end hydrant schedule — See table below

| 90 DAY FIRE HYDRANT FLUSHING SCHEDULE | | | |
|---|---|---|---|
| MONTH. | | YEAR: | |
| DATE | LOCATION | RUN TIME in Minutes | C12Level (ppm) |
| | 6th and Dougherty | | |
| | E. of Sale Barn | | |
| | N of Golf Course | | |
| | Beauty Shop Essaryville | | |
| | Jehovah's Witness Kingdom Hall | | |
| | 220 E Frisco and Glenn Smith | | |
| | Glenn Smith and Hayes | | |
| | Glenn Smith and Packing Plant | | |
| | McKinsey Ballard | | |
| | 19th and Opal | | |
| | Bob Smith West of Town | | |
| | Golf Course Shop | | |
| | S 20th and Modelle (Buzzy's) | | |
| | Wade Pruitt | | |
| | Nickel South of Town | | |
| | 2 miles East of Race Track | | |
| | Cheyenne Cultural Center | | |
| | Copper Ridge Addition | | |
| | Airport | | |
| | 28th and Chapman | | |
| | 0.5 Miles W of 183 County Line Rd | | |
| | 2.5 Miles W of 183 County Line Rd | | |
| | | | |

EXHIBIT D
COMPENSATION FORMULA

The following formula shall be used to determine the increase in Base Compensation on each Adjustment Date in accordance with Section 8.1(b) of this Agreement:

AAF AFo x [P, / P.]

where:

AAF = Annual Adjusted Fee (new Base Compensation) for the upcoming Agreement Year

AFo = Annual Fee (Base Compensation) for the Agreement Year just ended

Pi = Price Index in effect as of February of the most recent Agreement Year

P. = Price Index in effect as of the prior February. With respect to the first Adjustment Date, P. shall be the Price Index in effect as of the Commencement Date of the Agreement.

EXHIBIT E

~~Page 28~~REVERSE OSMOSIS PLANT SERVICES

1- Operator shall provide the following services for the Reverse Osmosis Plant:

a) Within ninety (90) days of the Commencement Date, assess the Reverse Osmosis Plant's condition and its equipment operating status and make recommendations to the Municipality with regard to current operating condition and alert the Municipality to potential maintenance needs of the Reverse Osmosis Plant and its equipment. In the event the Municipality does not perform any such maintenance recommended by Operator, Operator will not be liable for any loss, damage or liability arising from or related to the Municipality's rejection of or refusal to perform said maintenance, including any loss, damage, or liability for (a) failure of the Facilities, (b) failure to comply with Applicable Law, (c) failure to meet the requirements of this Agreement or (d) claims for indemnification;

b) Operate the Reverse Osmosis Plant sufficiently to operate equipment and turn over the water in the reverse osmosis ("RO") membranes and the green sand filters. The water treated during this activity will be classified as non-potable water and will be discharged to the ditch adjacent to the Reverse Osmosis Plant; operations under this provision will be considered maintaining the Reverse Osmosis Plant as a 'care-taker, ready-to-run' status;

c) Complete preventive maintenance for the Reverse Osmosis Plant in accordance with the manufacture recommendations. The Municipality shall purchase all parts and materials, which includes but is not limited to greases, oils, and lubricants, required for such preventative maintenance;

d) Identify and coordinate corrective maintenance needed for the Reverse Osmosis Plant with the Municipality to ensure that all corrective maintenance is performed in accordance with manufacture recommendations, warranty provisions or industry standards.

e) Within ninety (90) days of the Second Amendment's Effective Date, complete a review of all equipment warranty requirements and draft a preventative maintenance schedule;

f) Perform weekly preventative maintenance for the Reverse Osmosis Plant's back-up generator in accordance with the manufacturer recommendations;

g) Operate, maintain, and adjust water treatment plant pumps, motors, valves, electronic monitoring devices, chemical feeders, filters, and other water treatment plant appurtenances at the Reverse Osmosis Plant; however, this section does not apply to any equipment or processes that have not been commissioned and accepted by the Municipality as part of the completed construction of the Reverse Osmosis Plant on the Effective Date of the First Amendment;

h) Provide Municipality with a monthly report regarding the Reverse Osmosis Plant, which includes the following information:

i. The run time for the Reverse Osmosis Plant's equipment;

ii. Water treated by the Reverse Osmosis Plant;

iii. Chemical usage for the Reverse Osmosis Plant;

iv. Electrical usage for the Reverse Osmosis Plant; and

v. Maintenance activities perform by Operator and the operational status of the Reverse Osmosis Plant.

vi. Copies of all regulatory reporting documents, originals to remain on-site per ODEQ requirements.

2- Operator shall not be responsible for:

a) Semi-annual and annual maintenance of the Reverse Osmosis Plant's back-up generator;

b) Providing fuel for the Reverse Osmosis Plant's back-up generator;

c) Perform repairs other than the preventative maintenance as set forth in this Exhibit E;

d) All chemical costs for the Reverse Osmosis Plant; and

e) All laboratory equipment for the Reverse Osmosis Plant.

f) Performing corrective maintenance on equipment under warranty unless directed by the Municipality in writing; in the event the Municipality directs Operator to not perform any such corrective maintenance, Operator

will not be liable for any loss, damage or liability arising from or related to the Municipality's direction to not perform said maintenance, including any loss, damage, or liability for (a) failure of the Facilities, (b) failure to comply with Applicable Law, (c) failure to meet the requirements of this Agreement or (d) claims for indemnification.

3- Municipality shall, at its cost, provide all operations training specific to the Reverse Osmosis Plant that is related to and necessary to operate the Reverse Osmosis Plant to Operator, which is to be scheduled within thirty (30) days of the Effective Date of the First Amendment and completed no later than ninety (90) days after the Effective Date of the First Amendment. If said training cannot reasonably be scheduled and completed within ninety (90) days, the parties shall complete said training as soon as reasonably possible. Until Municipality provides said training, Operator will not be liable for any loss, damage or liability arising from or related to the services set forth in this Exhibit E, including any loss, damage, or liability for (a) failure of the Facilities, (b) failure to comply with Applicable Law, (c) failure to meet the requirements of this Agreement or (d) claims for indemnification.

4- Municipality shall make all determinations as to what water source the Operator is to use for the services set forth in this Exhibit E. Operator will not be liable for any loss, damage or liability arising from or related to Municipality's decisions on and direction regarding the water source for the RO Plant, including any loss, damage, or liability for (a) failure of the Facilities, (b) failure to comply with Applicable Law, (c) failure to meet the requirements of this Agreement or (d) claims for indemnification.

WTP Work

# AGREEMENT

Near Final Draft

DOCUMENT 00 50 00 – AGREEMENT

This agreement made and entered into this _____ day of _____, 2021 by and between City of Clinton, Oklahoma doing business in Oklahoma (hereinafter referred to as "OWNER") and Fab Tech Wastewater Solutions, LLC, a corporation organized and existing under the laws of the State of Missouri and authorized to do business in the State of Oklahoma, (hereinafter referred to as "CONTRACTOR"),

WITNESSETH:
That for and in considerations set forth herein, the sufficiency of which is hereby acknowledged the parties agree as follows:

A. GENERAL PROVISIONS

1. Purpose: The purpose of this agreement is for rehab work related to the Filter Distribution Box and Clarifier Bearings by CONTRACTOR, as may be awarded by the OWNER. OWNER will provide the access to the required facilities.
2. Duration of agreement: The contract time will commence with the issuance of the notice to proceed which will be issued within the time window indicated on the bid form.
   a.) The work shall be completed as follows:
      1. Bid Item No. 1 – Filter Distribution Box Rehab – work shall be substantially complete with the filter back in operation, including reinstallation of all existing components required for operation, by March 1st, 2021. This shall be inclusive of Add Alternative No. 1 and Add Alternative No. 2.
      2. Bid Item No. 2 – Clarifier Bearing Rehab – work shall be substantially complete within 120 calendar days with final completion 30 calendar days thereafter.
   b.) The CONTRACTOR agrees to allow the OWNER to deduct from progress payments and retention to pay to the OWNER as liquidated damages, and not as a penalty, the amount of **Five Hundred** Dollars and No/Cents ($500) for each day that expires after the Contract Time specified above for Substantial Completion until the work is Substantially Complete.

B. RESPONSIBILITY OF OWNER

1. OWNER will provide access to the Clinton Lake Water Treatment Plant.
2. OWNER shall provide CONTRACTOR access during the times set forth below:
   a.) Daily: 7 AM through 7 PM
3. Contractor shall have the all processes fully function and ready for continued service prior to substantial completion.

C. RESPONSIBILITY OF CONTRACTOR

1. CONTRACTOR's duties: CONTRACTOR shall perform its duties and responsibilities in a timely and workmanlike manner and shall use its employees, equipment, and facilities to carry out the intent of this agreement. CONTRACTOR shall comply with all laws, rules, and regulations of any Federal, State or local jurisdiction relating to its duties under this agreement as same now exists or as they may be in the future.
2. CONTRACTOR shall provide OWNER with all information requested by the OWNER relating to its proposed methods and operations of demolition, including a project schedule and containment plan for lead paint.
3. CONTRACTOR shall be responsible for maintaining the staging area at the site in a clean and neat manner and shall promptly, at time of occurrence, clean up any spills at the location of the spill. CONTRACTOR shall be solely responsible for any spills in transit or at the application site and shall promptly, at time of occurrence, clean up any such spills
4. CONTRACTOR shall provide all equipment and personnel required to perform the work. CONTRACTOR shall comply with all Federal, State and local laws relating to transportation and application of paint, as well as local traffic laws and shall adhere to the directions of the OWNER in operating vehicles at said project site. All equipment will be maintained in leak proof and spill proof condition.
5. CONTRACTOR shall be familiar with State/Federal rules and regulations governing the removal of paint containing lead and protecting the surrounding environment.
6. CONTRACTOR shall apply for all necessary permits associated with the project and shall develop all reporting required for compliance
7. CONTRACTOR will maintain his equipment at his own expense and shall keep it in good condition. OWNER's facilities shall not be used by CONTRACTOR for private use or the storage of CONTRACTOR's equipment. Disabled equipment shall be repaired or removed accordingly from OWNER's property in a timely manner.
8. CONTRACTOR shall designate an administrator of this agreement, as well as up-to-date address and telephone number. CONTRACTOR shall also designate an on-site supervisor for the project and provide up-to date contact information for that on-site supervisor.
9. In the event adverse weather conditions make application impossible or disrupts application, the CONTRACTOR shall be available to commence or continue application as soon as weather conditions permit.
10. CONTRACTOR shall be responsible for ensuring site safety shall coordinate operations with the Owners site security operations.
11. CONTRACTOR will be obligated to work with OWNER and any other on-site vendors.

12. CONTRACTOR shall obtain and maintain all necessary Federal, State, and Local permitting, including, but not limited to, e-verify, safety training, and occupation licensing for the City of Clinton.

D. OTHER PROVISIONS

1. Governing Law: This Contract shall be governed by the laws of the State of Oklahoma and the parties agree that the proper venue for any legal action instituted in relation to this Agreement shall be in Washita County, Oklahoma.
2. Hold Harmless: To the fullest extent permitted by law, CONTRACTOR agrees to indemnify, defend and hold harmless the OWNER, its officers, agents, volunteers, lessees, invitees and employees from and against all suits, claims, damages, losses, and expenses, including but not limited to attorneys' fees, court costs, or alternative dispute resolution costs arising out of or related to any such suit, claim, damage, loss or expense involving an injury to a person or persons, whether bodily injury or other personal injury (including death), or involving an injury or damage to property (including loss of use or diminution in value), but only to the extent that such suits, claims, damages, losses or expenses were caused by the negligence or other wrongdoing of CONTRACTOR, or of any supplier or subcontractor, or their agents or employees, directly or indirectly, regardless of whether caused in part by the negligence or wrongdoing of OWNER or any of its agents or employees.
3. Insurance:
    a.) CONTRACTOR shall purchase and maintain the following insurance, at CONTRACTOR'S expense:
        1. Commercial General Liability Insurance with a minimum limit of $1,000,000 each occurrence / $2,000,000 general aggregate written on an occurrence bases.
        2. Comprehensive Business Automobile Liability Insurance for all owned, non-owned, and hired automobiles and other vehicles used by CONTRACTOR with a combined single limit of $1,000,000 minimum.
        3. Workers Compensation insurance with statutorily limits required by any applicable Federal or state law and Employers Liability insurance with minimum limit of $1,000,000 per accident.
    b.) CONTRACTOR shall make OWNER an additional insured on each policy of insurance that CONTRACTOR is required to maintain under the contract documents. Similarly, CONTRACTOR shall require insurance with the same coverage and limits from its subcontractors and suppliers, and their insurance polices shall be endorsed to name the same additional insureds as required of CONTRACTOR. Each additional

insured endorsement shall expressly afford coverage to the additional insureds not only arising out of the named insured's operations or work but also arising out of the named insured's completed operations. All completed operations coverages shall be maintained by CONTRACTOR and its subcontractors or suppliers for five (5) years following the completion of the Work. Any coverage available to OWNER as a named insured shall be secondary, so that the coverage to the OWNER as an additional insured on the policies maintained by CONTRACTOR and subcontractors is primary. OWNER reserves the right to selectively trigger any one or more insurance policies that afford OWNER coverage, whether as a named insured or as an additional insured. CONTRACTOR agrees that OWNER shall be provided at least sixty (60) days advance written notice of any cancellation or rescission of any policy that CONTRACTOR or any of its subcontractors or suppliers is required to maintain under the contract documents. Prior to commencing work, CONTRACTOR shall provide OWNER certificates of insurance evidencing the required coverages. OWNER's receipt or review of any certificate of insurance reflecting that CONTRACTOR or one of its subcontractors or suppliers has failed or may have failed to comply with any insurance requirement of the contract documents shall not constitute a waiver of any coverage, responsibility, or related responsibility of CONTRACTOR or one of its subcontractor or suppliers.

c.) OWNER's insurance rights under the contract documents, with all such rights being fully and completely reserved by the OWNER.

4. No provision of this agreement shall constitute a waiver of the OWNER's right to assert a defense based on the doctrines of sovereign immunity, official immunity, or any other immunity available under law.
5. Provided OWNER has paid CONTRACTOR all sums then earned by and payable to CONTRACTOR under this Contract (exclusive of any retention amounts properly withheld under the terms of this Contract), CONTRACTOR shall indemnify and hold OWNER harmless from all suits, claims, damages, costs, expenses and fees (including attorneys' fees and litigation or mediation costs), actual or threatened, arising out of or related to any action actually filed or threatened by supplier or subcontractor, directly or indirectly, of CONTRACTOR, or by any agent or employee of any of them, stemming from any labor, materials or work furnished by that claimant for CONTRACTOR or any supplier or subcontractor, directly or indirectly, of CONTRACTOR. OWNER may investigate and, in OWNER's sole discretion, reach a good faith settlement of each such cause of action, and in such event, the foregoing

indemnity and hold harmless provisions shall extend to the settlement amount paid by the OWNER to the claimant to settle the claim. Any amounts due or to become due OWNER under this paragraph shall be automatically credited against any amounts otherwise to be paid to CONTRACTOR under the contract documents. In the alternative to settling an actual or threatened claim directly with the claimant, OWNER may issue a check payable jointly to the CONTRACTOR and the claimant for the amount determined by the OWNER in good faith to be paid to settle the claim in which case the amount of the joint check shall be credited against the contract price.

6. CONTRACTOR is not an employee: It is understood and agreed the CONTRACTOR is performing under this agreement as an independent CONTRACTOR and is not an employee of the OWNER, nor its employees, officers and agents. CONTRACTOR shall timely pay all Federal and State employment taxes and insurance on its own employees and officers.
7. CONTRACTOR shall timely pay all obligations it incurs in the performance of this agreement and shall not allow any liens to be placed against OWNER or its property, against CONTRACTOR or its property.
8. Patents: CONTRACTOR shall pay all royalties and license fees and shall hold and save the OWNER, its officers, agents, servants and employees harmless from liability of any nature and kind, including costs and expenses for or on account of any patented or unpatented invention, process, article or appliance manufactured or used in the performance of the contract, including it use by the OWNER in this respect. The CONTRACTOR shall defend all suits and claims for infringement of any patent or license rights.
9. Assignment: This agreement is solely with CONTRACTOR based on its reputation and past performance and as such no sale, assignment, transfer, or conveyance of same, in whole or in part, shall be permitted without written consent to same by OWNER. Any attempt to sell, assign, transfer, or convey the agreement without consent of OWNER shall be a breach of this agreement by CONTRACTOR.
10. Breach of contract and remedies: Any failure of CONTRACTOR to perform his duties and responsibilities under any clause of this agreement shall constitute a material breach of contract and OWNER may, at its sole option, proceed with any legal or equitable remedy available to it. Any failure by OWNER to proceed with action following a breach shall not be deemed to be a waiver of same. In addition to the foregoing remedies, OWNER may elect to terminate this agreement upon 10 days written notice for breach of any of its terms by CONTRACTOR unless the defect or non-performance is remedied by CONTRACTOR.
11. Destruction of premises: In the event of total or partial destruction of OWNER's water tower by fire, windstorm, or other casualty, making it

impossible for OWNER to perform hereunder, the provisions of this agreement shall terminate.

12. Any written notice shall be given by either party by certified mail, addresses to said party, with sufficient postage and addressed as follows:

OWNER:
City of Clinton
P.O. Box 1177/415 Gary Boulevard
Clinton, OK 73601

By: _____
Date: _____
Attest: _____
By: _____

CONTRACTOR:
Fab Tech Wastewater Solutions LLC
24211 NW Service Road
Warrenton, Mo 63383

By: Jim Allmon
Date: 12/17/2020
Attest:
By: DAVID Humphrour

Note: "Substantial Completion" to be defined as determined by Owner

DocuSign Envelope ID: F519D33D-37EC-4466-9C91-8C860E1899D6

EMC | Employers Mutual Casualty Company

717 Mulberry St., Des Moines, IA 50309-3872

Bond No. S021138

# PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That We, Fabtech Waste Water Solutions LLC

(hereinafter called "Principal"), as Principal, and the EMPLOYERS MUTUAL CASUALTY COMPANY, a corporation organized and existing under the laws of the State of Iowa and authorized to transact business in the State of Missouri (hereinafter called "Surety"), as Surety, are held and firmly bound unto the City of Clinton Oklahoma

(hereinafter called "Obligee"), in the penal sum of Two Hundred Eighty Two Thousand One Hundred Seventy DOLLARS, ($ 282,170.00 ), good and lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounden Principal has entered into a certain written contract with the above named Obligee, dated the 17th day of December , 20 20 , providing for the construction or supply of, Filter Distribution Box Rehab & Clarifier Rehab Lake Clinton Water Treatment Plant

Which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, IF the Principal shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, then this obligation to be void; otherwise to remain in full force and virtue.

SIGNED and sealed this 17th day of December , 20 20 .

WITNESS.

(If Individual or Firm)

ATTEST:

(If Corporation)

Roger Roderick

DocuSigned by: By: Roger Roderick D8449F0D2F3647D...

Principal [Seal] 12/17/2020

**Employers Mutual Casualty Company**

DocuSigned by: By: Jeff Hug F37A7831B80442C...

Surety 12/17/2020

Jeffrey S. Hug, Attorney-in-Fact

***Questions regarding this bond should be directed to the EMC H.O. Bond Department at 515-345-2689.***

7067(11-13)

DocuSign Envelope ID: F519D33D-37EC-4466-9C91-8C860E1899D6

EMC | Employers Mutual Casualty Company
717 Mulberry St., Des Moines, IA 50309-3872

Bond No. S021138

# PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That We, Fabtech Waste Water Solutions LLC

(hereinafter called "Principal"), as Principal, and the EMPLOYERS MUTUAL CASUALTY COMPANY, a corporation organized and existing under the laws of the State of Iowa with its principal office in the CITY OF DES MOINES, IOWA, and authorized to transact business in the State of Missouri as Surety, are held and firmly bound unto

City of Clinton Oklahoma

(hereinafter called "Obligee"), in the penal sum of Two Hundred Eighty Two Thousand One Hundred Seventy

DOLLARS ($ 282,170.00 ), good and lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally firmly by these presents.

SEALED, with our seals and dated 17th day of December , 20 20 .

WHEREAS, the above bounden Principal has entered into a certain written contract with the above named Obligee, dated the 17 day of December , 20 20 , providing for the construction or supply of,

Filter Distribution Box Rehab & Clarifier Rehab Lake Clinton Water Treatment Plant.

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein for the purpose of explaining but not of varying or enlarging the obligation.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Principal shall well and truly keep, do and perform, each and every, all and singular, the matters and things in said contract set forth and specified to be by the said Principal kept. done and performed at the time and in the manner in said contract specified, and shall pay over, make good and reimburse to the above named Obligee, all loss and damage which said Obligee may sustain by reason of failure or default on the part of said Principal, then this obligation shall be void; otherwise, to be and remain in full force and effect.

PROVIDED, HOWEVER, this bond is executed by the Surety, upon the express condition that no right of action shall accrue upon or by reason hereof, to or for the use or benefit of any one other than the Obligee named herein; and the obligation of the Surety is and shall be construed strictly as one of suretyship only.

WITNESS:

(If Individual or Firm)

ATTEST:

(If Corporation)

Roger Roderick

DocuSigned by: Roger Roderick
Roderick 0B249F0D2F3647D...

Principal 12/17/2020 [Seal]

**Employers Mutual Casualty Company**

DocuSigned by: Jeff Hug
Jeffrey 3442C...

Surety 12/17/2020 [Seal]

Attorney-in-Fact

***Questions regarding this bond should be directed to the EMC H.O. Bond Department at 515-345-2689.***

7066(11-13)

P.O. Box 712 • Des Moines, Iowa 50306-0712

EMC INSURANCE

# POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

## KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation
4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

JEFFREY S. HUG

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the following Surety Bond(s):

| Surety Bond Number | Principal: | Obligee: |
|---|---|---|
| S021138 | Fab Tech Wastewater Solutions, LLC | City of Clinton, Oklahoma |

In an amount not exceeding Six Million Dollars ..... $6,000,000.00

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

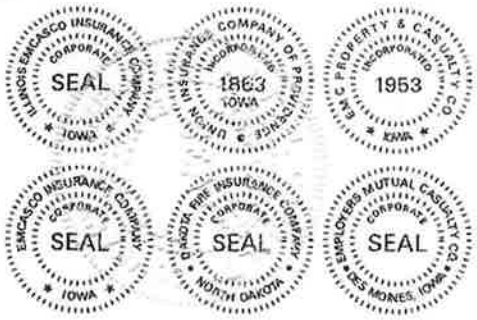
## AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

**RESOLVED:** The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

**IN WITNESS THEREOF,** the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 30th day of March , 2020 .

Seals







Scott R. Jean, President & CEO of Company 1; Chairman, President & CEO of Companies 2, 3, 4, 5 & 6

Todd Strother, Executive Vice President Chief Legal Officer & Secretary of Companies 1, 2, 3, 4, 5 & 6

On this 30th day of March , 2020 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2022.

Kathy Loveridge

Notary Public in and for the State of Iowa

## CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 30th day of March , 2020 , are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 16th day of December , 2020 .

Vice President

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/10/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**
Insurance Concepts of St. Louis, Inc
1068 Bryan Rd
Ofallon MO 63366

**CONTACT NAME:** Jeff Hug
**PHONE (A/C, No, Ext):** (636) 978-1595 **FAX (A/C, No):**
**E-MAIL ADDRESS:** jeffhug@hotmail.com

| INSURER(S) AFFORDING COVERAGE | | NAIC # |
|---|---|---|
| INSURER A: | Vela Insurance Services A+ | 10833 |
| INSURER B: | Nationwide Insurance A+ | 23787 |
| INSURER C: | National Union Fire Insurance Company A | 19445 |
| INSURER D: | Berkley Net Underwriters A+ | 32603 |
| INSURER E: | | |
| INSURER F: | | |

**INSURED**
FabTech Waste Water Solutions LLC
24211 NW Service Rd
Warrenton MO 63383

**COVERAGES** **CERTIFICATE NUMBER:** CL2052705805 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [ ] PRO-JECT [ ] LOC<br>[ ] OTHER: | Y | Y | VGGP005054 | 05/28/2020 | 05/28/2021 | EACH OCCURRENCE | $ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | | | | | | | | $ |
| B | AUTOMOBILE LIABILITY<br>[X] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY | Y | Y | ACP3009668859 | 05/28/2020 | 05/28/2021 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | $ |
| | | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| C | [ ] UMBRELLA LIAB [ ] OCCUR<br>[X] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | Y | Y | SCN32146920A | 05/28/2020 | 05/28/2021 | EACH OCCURRENCE | $ 5,000,000 |
| | | | | | | | AGGREGATE | $ 5,000,000 |
| | | | | | | | Prod/Completed Agg | $ 5,000,000 |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N]<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | BNUWC0136985 | 06/17/2020 | 06/17/2021 | [X] PER STATUTE [X] OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| B | Rented/Leased Equipment | | | ACP3009668859 | 05/28/2020 | 05/28/2021 | Limit | 250,000 |
| | | | | | | | Deductible | 500 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

**CERTIFICATE HOLDER**
City of Clinton Oklahoma
PO Box 1177/415 Gary Blvd
Clinton OK 73601

**CANCELLATION**
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE**
Jeff Hug

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1. Deliver to the Owner four fully executed counterparts of the Contract Documents. Each of the counterparts must bear your signature where indicated on DOCUMENT 005000 – AGREEMENT. Deliver with the executed Agreement the Contract security (Bonds) as specified in the Instructions to Bidders, and General Conditions as applicable. Failure to comply with these conditions within the time specified will entitle Owner to consider your Bid in default, to annul this Notice of Award, and to declare your Bid security forfeited.
2. Within approximately 10 days after you comply with the above conditions, Owner will return to you one fully signed counterparts of the Agreement with the Contract Documents attached. You are required to return an acknowledgement copy of this Notice of Award to the Owner.

Dated this 16th day of December, 2020.

OWNER

CITY OF CLINTON, OKLAHOMA

By Robert B. Johnston, ICMA-CM

Title City Manager

Date 12/16/2020

**ACCEPTANCE OF AWARD**

CONTRACTOR

FAB TECH WASTEWATER SOLUTIONS, LLC

By Jim Ulrey

Title Project Manager

Date December 17 2020

END OF SECTION 00 51 00

# PUBLIC NOTICE OF A REGULAR MEETING
# OF THE AIRPORT AUTHORITY
# TUESDAY, JANUARY 5, 2021 AT 5:30 PM
# CLINTON CITY HALL

## AGENDA

Source listing: 01/05/21 Meetings
Original source: https://agendas.clintonok.gov/archive/2021/010521/launch.html
The folder contains several unlinked 2020 copies. The January 5 launch page leads to the 2021 agendas used here.
Original authority agenda: https://agendas.clintonok.gov/archive/2021/010521/council.html
Original authority agenda: https://agendas.clintonok.gov/archive/2021/010521/multi.html
Original authority agenda: https://agendas.clintonok.gov/archive/2021/010521/publicworks.html
Original authority agenda: https://agendas.clintonok.gov/archive/2021/010521/solidwaste.html

1. Call to Order

2. Opening Prayer Landon Dixon, Church of Christ

    A. Joe Cloninger, Chaplain, American Legion Post 41

3. Consent Agenda

    A. Consider Approval of Minutes of Previous Meeting
    Airport Authority Hospital Authority Industrial Authority Recreational Authority

    B. Consider Claims
    Airport Authority Hospital Authority Industrial Authority Recreational Authority

4. Action Items:

5. City Manager's Report

6. Audience Participation

7. Adjournment

Filed this 31st Day of December, 2020. Posted on the bulletin board in the lobby of the Clinton City Hall on December 31, 2020, at 5:00 p.m.

# MINUTES OF AIRPORT AUTHORITY MEETING
# DECEMBER 15, 2020

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 15, 2020, 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 11, 2020.

Chairman David Berrong called the meeting to order with the following present;

**CHAIRMAN**: David Berrong
**TRUSTEES**: Patch McComas Absent, Ernie Dowdell Absent, Arthur Lloyd, Chris Jones
**MANAGER:** Robert Johnston
**CITY TREASURER**: Debra Blanchard
**CITY ATTORNEY**: Ryan Meacham **Absent**
**CITY CLERK:** Amy Jones
**NEWS MEDIA**: Mike Smith and others
**OTHERS:** Paul Rinkel, Gene McCullough, Johnny O'Conner, Bobby Stewart, Judy Stewart, Lana Johnston, Donnie Phipps, Dan Day, Dacia Phillips, James Kuykendall, and others.

Dan Day with the Ministerial Alliance opened the meeting with prayer and Donald Miller, American Legion Post 41 Commander, led the Pledge of Allegiance.

**AGENDA ITEM NO. 3: CONSENT AGENDA**

A. Minutes of Regular Meeting of December 1, 2020

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

Chairman put the motion to a roll call vote:

Aye: Jones, Lloyd, Berrong
Nay: None

Chairman declared the motion carried.

**AGENDA ITEM NO. 4:**

**A. Consideration and Take Action on Amendment No. 2 to Owner-Engineer Agreement to Rehabilitate Terminal Apron OAC CLK-22-FS AEP 3-40-0021-018-2021**

Motion was made by Trustee Jones and seconded by Trustee Lloyd that on Amendment No. 2 to Owner-Engineer Agreement Rehabilitate Terminal Apron OAC CLK-22-FS AEP 3-40-0021-018-2021be approved.

Chairman put the motion to a roll call vote:

Aye: Jones, Lloyd, Berrong
Nay: None

Chairman declared the motion carried.

**B. Consideration and Take Action on the "Minimum Standards and Requirements for Commercial Aeronautical Services and Activities for the Clinton Regional Airport, Clinton, OK 2021"**

Motion was made by Trustee Jones and seconded by Trustee Lloyd that the "Minimum Standards and Requirements for Commercial Aeronautical Services and Activities for the Clinton Regional Airport, Clinton, OK 2021" be approved.

Chairman put the motion to a roll call vote:

Aye: Jones, Lloyd, Berrong
Nay: None

Chairman declared the motion carried.

None

**AGENDA ITEM NO. 5: TRUSTEE REPORT**

None

**AGENDA ITEM NO. 6: CITY MANAGER'S REPORT**

None

**AGENDA ITEM NO. 7: ADJOURNMENT**

Moved by Trustee Jones and seconded by Trustee Lloyd to adjourn the meeting.

Chairman put the motion to a roll call vote:

Aye: Jones, Lloyd, Berrong
Nay: None

Chairman declared the meeting adjourned at 5:37 pm.

# PUBLIC NOTICE OF A REGULAR MEETING
# OF THE INDUSTRIAL AUTHORITY
# TUESDAY, JANUARY 5, 2021 AT 5:30 PM
# CLINTON CITY HALL

## AGENDA

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Original authority agenda: https://agendas.clintonok.gov/archive/2021/010521/publicworks.html
Original authority agenda: https://agendas.clintonok.gov/archive/2021/010521/solidwaste.html

1. Call to Order

2. Opening Prayer Landon Dixon, Church of Christ

    A. Joe Cloninger, Chaplain, American Legion Post 41

3. Consent Agenda

    A. Consider Approval of Minutes of Previous Meeting
    Airport Authority Hospital Authority Industrial Authority Recreational Authority

    B. Consider Claims
    Airport Authority Hospital Authority Industrial Authority Recreational Authority

4. Action Items:

5. City Manager's Report

6. Audience Participation

7. Adjournment

Filed this 31st Day of December, 2020. Posted on the bulletin board in the lobby of the Clinton City Hall on December 31, 2020, at 5:00 p.m.

# MINUTES OF INDUSTRIAL AUTHORITY MEETING
# DECEMBER 1, 2020

Minutes of the regular meeting of the Chairman and Trustees of the Clinton Industrial Authority City of Clinton, Oklahoma, Custer County, held in the City Council Room, City Hall on Tuesday, December 1, 2020, 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 November 25, 2020.

Chairman David Berrong called the meeting to order with the following present;

**CHAIRMAN**: David Berrong
**TRUSTEES**: Patch McComas, Ernie Dowdell, Arthur Lloyd, Chris Jones
**MANAGER:** Robert Johnston
**CITY TREASURER**: Debra Blanchard
**CITY ATTORNEY**: Ryan Meacham
**CITY CLERK:** Amy Jones Absent
**DEPUTY TREASURER:** Shona Stermer
**NEWS MEDIA**: Mike Smith and others
**OTHERS:** Paul Rinkel, Gene McCullough, Johnny O'Conner, Bobby Stewart, Judy Stewart, Lana Johnston, Pat Peters and others.

Pat Peters with the Clinton church of Christ opened the meeting with prayer and Bobby Stewart, American Legion Adjutant, led the Pledge of Allegiance.

## AGENDA ITEM NO. 3: CONSENT AGENDA

A. Minutes of Regular Meeting of November 3, 2020
B. Consider claims

Motion was made by Trustee McComas and seconded by Trustee Jones that Consent Agenda Items No. (A & B) be approved.

Chairman put the motion to a roll call vote:

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

Chairman declared the motion carried.

## AGENDA ITEM NO. 4: ACTION ITEMS

None

## AGENDA ITEM NO. 5: TRUSTEE REPORT

None

## AGENDA ITEM NO. 6: CITY MANAGER'S REPORT

None

## AGENDA ITEM NO. 7: ADJOURNMENT

Moved by Trustee Dowdell and seconded by Trustee Jones to adjourn the meeting.

Chairman put the motion to a roll call vote:

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

Chairman declared the meeting adjourned at 5:36 pm.

# PUBLIC NOTICE OF A REGULAR MEETING
# OF THE RECREATIONAL AUTHORITY
# TUESDAY, JANUARY 5, 2021 AT 5:30 PM
# CLINTON CITY HALL

## AGENDA

Source listing: 01/05/21 Meetings
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Original authority agenda: https://agendas.clintonok.gov/archive/2021/010521/publicworks.html
Original authority agenda: https://agendas.clintonok.gov/archive/2021/010521/solidwaste.html

1. Call to Order

2. Opening Prayer Landon Dixon, Church of Christ

    A. Joe Cloninger, Chaplain, American Legion Post 41

3. Consent Agenda

    A. Consider Approval of Minutes of Previous Meeting
    Airport Authority Hospital Authority Industrial Authority Recreational Authority

    B. Consider Claims
    Airport Authority Hospital Authority Industrial Authority Recreational Authority

4. Action Items:

5. City Manager's Report

6. Audience Participation

7. Adjournment

Filed this 31st Day of December, 2020. Posted on the bulletin board in the lobby of the Clinton City Hall on December 31, 2020, at 5:00 p.m.

# MINUTES OF RECREATIONAL AUTHORITY MEETING
# DECEMBER 15, 2020

Minutes of the regular meeting of the Chairman and Trustees of the Clinton Recreational Authority City of Clinton, Oklahoma, Custer County, held in the City Council Room, City Hall on Tuesday, December 15, 2020, 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 11, 2020.

Chairman David Berrong called the meeting to order with the following present;

**CHAIRMAN**: David Berrong
**TRUSTEES**: Patch McComas Absent, Ernie Dowdell Absent, Arthur Lloyd, Chris Jones
**MANAGER:** Robert Johnston
**CITY TREASURER**: Debra Blanchard
**CITY ATTORNEY**: Ryan Meacham **Absent**
**CITY CLERK:** Amy Jones
**NEWS MEDIA**: Mike Smith and others
**OTHERS:** Paul Rinkel, Gene McCullough, Johnny O'Conner, Bobby Stewart, Judy Stewart, Lana Johnston, Donnie Phipps, Dan Day, Dacia Phillips, James Kuykendall and others.

Dan Day with the Ministerial Alliance opened the meeting with prayer and Donald Miller, American Legion Post 41 Commander, led the Pledge of Allegiance.

## AGENDA ITEM NO. 3: CONSENT AGENDA

A. Minutes of Regular Meeting of December 1, 2020

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

Chairman put the motion to a roll call vote:

Aye: Jones, Lloyd, Berrong
Nay: None

Chairman declared the motion carried.

## AGENDA ITEM NO. 4:

## A. Reappointment of Clint Mahanay, Nathan Meget and James Heerwald to the Golf Advisory Board for 3-year terms ending December 2023.

Motion was made by Trustee Jones and seconded by Trustee Lloyd that Clint Mahanay, Nathan Meget and James Heerwald be reappointed to the Golf Advisory Board for 3-year terms ending December 2023.

Chairman put the motion to a roll call vote:

Aye: Jones, Lloyd, Berrong
Nay: None

Chairman declared the motion carried.

## AGENDA ITEM NO. 5: TRUSTEE REPORT

None

## AGENDA ITEM NO. 6: CITY MANAGER'S REPORT

None

## AGENDA ITEM NO. 7: ADJOURNMENT

Moved by Trustee Jones and seconded by Trustee Lloyd to adjourn the meeting.

Chairman put the motion to a roll call vote:

Aye: Jones, Lloyd, Berrong
Nay: None

Chairman declared the meeting adjourned at 5:46 pm.

# PUBLIC NOTICE OF A REGULAR MEETING
# OF THE HOSPITAL AUTHORITY
# TUESDAY, JANUARY 5, 2021 AT 5:30 PM
# CLINTON CITY HALL

## AGENDA

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Original authority agenda: https://agendas.clintonok.gov/archive/2021/010521/publicworks.html
Original authority agenda: https://agendas.clintonok.gov/archive/2021/010521/solidwaste.html

1. Call to Order

2. Opening Prayer Landon Dixon, Church of Christ

    A. Joe Cloninger, Chaplain, American Legion Post 41

3. Consent Agenda

    A. Consider Approval of Minutes of Previous Meeting
    Airport Authority Hospital Authority Industrial Authority Recreational Authority

    B. Consider Claims
    Airport Authority Hospital Authority Industrial Authority Recreational Authority

4. Action Items:

5. City Manager's Report

6. Audience Participation

7. Adjournment

Filed this 31st Day of December, 2020. Posted on the bulletin board in the lobby of the Clinton City Hall on December 31, 2020, at 5:00 p.m.

# MINUTES OF HOSPITAL AUTHORITY MEETING
# DECEMBER 1, 2020

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 1, 2020, 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 November 25, 2020.

Chairman David Berrong called the meeting to order with the following present;

**CHAIRMAN**: David Berrong
**TRUSTEES**: Patch McComas, Ernie Dowdell, Arthur Lloyd, Chris Jones
**MANAGER:** Robert Johnston
**CITY TREASURER**: Debra Blanchard
**CITY ATTORNEY**: Ryan Meacham
**CITY CLERK:** Amy Jones Absent
**DEPUTY TREASURER:** Shona Stermer
**NEWS MEDIA**: Mike Smith and others
**OTHERS:** Paul Rinkel, Gene McCullough, Johnny O'Conner, Bobby Stewart, Judy Stewart, Lana Johnston, Pat Peters and others.

Pat Peters with the Clinton church of Christ opened the meeting with prayer and Bobby Stewart, American Legion Adjutant, led the Pledge of Allegiance.

## AGENDA ITEM NO. 3: CONSENT AGENDA

A. Minutes of Regular Meeting of November 3, 2020
B. Consider claims

Motion was made by Trustee McComas and seconded by Trustee Jones that Consent Agenda Items No. (A & B) be approved.

Chairman put the motion to a roll call vote:

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

Chairman declared the motion carried.

## AGENDA ITEM NO. 4: ACTION ITEMS

None

## AGENDA ITEM NO. 5: TRUSTEE REPORT

None

## AGENDA ITEM NO. 6: CITY MANAGER'S REPORT

None

## AGENDA ITEM NO. 7: ADJOURNMENT

Moved by Trustee Dowdell and seconded by Trustee Jones to adjourn the meeting.

Chairman put the motion to a roll call vote:

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

Chairman declared the meeting adjourned at 5:34 pm.