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

PUBLIC NOTICE OF A REGULAR MEETING
OF THE CITY COUNCIL
TUESDAY, APRIL 20, 2021 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Source listing: 04/20/21 Meetings
Original source: https://agendas.clintonok.gov/archive/2021/042021/PWAAGENDA04202021.htm
Original authority agenda:
https://agendas.clintonok.gov/archive/2021/042021/RMAGENDA04202021%20-%20Copy.htm

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

    A. Landon Dixon, Church of Christ
    Donald Miller, Commander, American Legion, Post 41

2. CONSIDER APPROVAL OF CONSENT AGENDA

    A. Consider minutes from April 6, 2021

    B. Economic Development Authority Minutes April 6, 2021

    C. Acceptance of Airport Coronavirus Relief Grant Program (ACRGP) Grant Agreement

    D. St. Mary's Catholic Church request for partial street closure of Knox and Opal for Cinco de Mayo activities, May 8, 2021.

3. DISCUSSION, CONSIDERATION, AND POSSIBLE ACTION REGARDING:

    A. Development Agreement with Land S Development Company for a Planned New Residential Housing Development at S. 28 th & Chapman Avenue;

    B. Ordinance No. 1008 - Amending Title 9, Chapter 1, Section 1 of the Clinton City Code Regarding the Fee to Fund Emergency Medical Service for Citizens of Clinton, Oklahoma, and Business Users of City of Clinton, Oklahoma Water ;

    C. Emergency Provision for Ordinance No. 1008;

    D. Agreement to Provide Ambulance Services Between Sinor Emergency Medical Service, Inc. (SEMS) and the City of Clinton ;

    E. Sale of Surplus Property at 223 N. 4 th (S. 100 ft of Lots 10-12, Block 28, Original Townsite);

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

5. COUNCIL COMMENTS

6. CITY MANAGER'S COMMENTS

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

8. ADJOURN

Filed this 16th Day of April, 2021. Posted on the bulletin board in the lobby of the Clinton City Hall on April 16, 2021 at 5:00 p.m.

_____

Not recorded

MINUTES OF THE CLINTON CITY COUNCIL
APRIL 6, 2021

Minutes of the regular meeting of the Mayor and Council of the Clinton City Council, City of Clinton, Oklahoma, Custer County, held in the City Council Room, City Hall on Tuesday, April 6, 2021, 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 April 2, 2021 at 3:30 p.m.

Mayor David Berrong called the meeting to order at 5:37 p.m. with the following present;

MAYOR: David Berrong
COUNCILMEN: Patch McComas, Ernie Dowdell, Arthur Lloyd, Chris Jones (Absent)
MANAGER: Robert Johnston
CITY TREASURER: Debra Blanchard
CITY ATTORNEY: Ryan Meacham
CITY CLERK: Amy Jones
NEWS MEDIA: Melissa Jaworsky, Todd Bruner

OTHERS: Paul Rinkel, Gene McCullough, Bobby Stewart, Brett Russell, Robinson Camp, Jonathan Imes, Roland Mowers, Bobby Stewart, G.W. Lowry, Cheryl Lowry, Jacob Stewart, Lana Johnston, and others.

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

AGENDA ITEM NO. 2: CONSENT AGENDA

A. Minutes of Regular Meeting of March 2, 2021
B. Consider Claims

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

Mayor put the motion to a roll call vote:

Aye: Jones, Lloyd, McComas, Berrong
Nay: None
Mayor declared the motion carried.

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

A. Presentation by Land S Development Company Representative(s) Regarding a Planned New Residential Housing Authority Development

Mr. G.W. Lowry and Mr. Jacob Stewart presented to the Council their proposal for Land S Development Company for 27 lot housing addition in the City of Clinton. They stated that would like to work with the city to bring new housing to the community. The Council

reviewed the information presented and thanked Mr. Lowry and Mr. Stewart for coming and wanted time to review the information.

Information only, no action taken.

B. Report by Code Enforcement Officer Regarding Processes and Procedures which have been utilized for the abatement of dilapidated structures and nuisances.

Toby Anders, Code Enforcement Officer presented information to the Council regarding the processes and procedures which he has been utilizing for the abatement of properties. He went also reviewed the statutory language for the cleaning & mowing of properties (Clinton has adopted an ordinance making vegetation more than 6 inches in height as a violation – the statutes specify 12 inches); these abatements typically are handled administratively by the City Manager. Toby also reviewed the statutory language to deal with alleged dilapidated structures which includes a public hearing before the Council. Toby shared some abatement statistics from the past two mowing seasons and answered a few questions from Council.

C. Proclamation Declaring April as "Fair Housing Month" in the City of Clinton

A proclamation was presented to the Council stating:

Whereas, it is illegal under the Fair Housing Act to discriminate because of race, color, religion, sex, handicap, familial status, or nation origin, or intention to make any such preference, limitation or discrimination in housing; and

Whereas, the City of Clinton shall not knowingly tolerate discrimination in housing within the City of Clinton, Oklahoma.

Now Therefore, as the Mayor of the City of Clinton, I hereby declare that the month of April shall henceforth be recognized as Fair Housing Month, to be honored annually and continuously, in the spirit and intent of fair housing for all residents of the City of Clinton, Oklahoma.

The motion was made by Councilman McComas and seconded by Councilman Dowdell to approve the Proclamation declaring April as "Fair Housing Month" in the City of Clinton, Oklahoma.

Mayor put the motion to a roll call vote:

Aye: Dowdell, Lloyd, McComas, Berrong
Nay: None
Mayor declared the motion carried.

D. Ballot for the Election of Two OMAG Trustees

The Oklahoma Municipal Assurance Group 2021 Election of Two Trustees was presented by City Manager Johnston. The ballot was presented and reviewed by the Council.

The motion was made by Councilman Dowdell and seconded by Councilman Lloyd to cast the City of Clinton votes for incumbents Mike Bailey, City Manager, City of Bartlesville and Craig Stephenson, City Manager, City of Ponca City.
Mayor put the motion to a roll vote:

Aye: Dowdell, Lloyd, McComas, Berrong
Nay: None
Mayor declared the motion carried.

AGENDA ITEM NO. 5: COUNCIL COMMENTS

None

AGENDA ITEM NO. 6 CITY MANAGER'S COMMENTS

City Manager Johnston reported on that the updated Sinor EMS Contract is still being worked. The city pool is being prepped for the opening day to be on Memorial Day. Also, Friday, April 9, 2021 is the Mucker Family Street Sign Ceremony at 1:00 p.m. and he reported that the City has received confirmation that the large airport grant that Tracy Yoder previously reported on has been approved by the FAA.

AGENDA ITEM NO. 8: ADJOURNMENT

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

Mayor put the motion to a roll call vote:

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

Mayor declared the meeting adjourned at 6:09 p.m.

_____
Date Approved

_____
David D. Berrong, Mayor

MINUTES OF THE CLINTON ECONOMIC DEVELOPMENT AUTHORITY
APRIL 6, 2021

Minutes of the regular meeting of the Trustees of the Clinton Economic Development Authority of the City of Clinton, Oklahoma, Custer County, held in City Hall on Tuesday, April 6, 2021 at 4:30 p.m.

TRUSTEES: Ken Baker, Keith Ventris, Max McKinsey, Canda Dupree, Russ Meacham
EX OFFICIO: David Berrong
ED DIRECTOR: Roland Mower
CITY CLERK: Amy Jones
AUTHORITY TREASURER: Debra Blanchard
CITY MANAGER: Robert Johnston
NEWS MEDIA: None
OTHERS: Valerie Miller

AGENDA ITEMS

2. CONSENT AGENDA

A. Consider minutes from March 23, 2021
B. Consider Claims

Motion was made by Trustee Ventris and seconded by Trustee McKinsey that the consent agenda be approved as presented.

Chairman put the motion to a roll call vote:

Aye: McKinsey, Dupree, Meacham, Ventris, Baker
Nay: None

Chairman declared the motion carried.

3. DISCUSSION, CONSIDERATION, AND POSSIBLE ACTION ITEMS REGARDING:

Proposed Adjournment to an Executive Session for the Purpose of Discussing the Purchase or Appraisal of Real Property as Authorized Pursuant to Title 25, *OK* Statutes, *OK Open Meeting* Act, Section 307(B)(3);

Motion was made by Trustee Meacham and seconded by Trustee McKinsey that Clinton Economic Development Authority adjourn to Executive Session for the purpose of discussing the purchase or appraisal of real property as Authorized Pursuant to Title 25, *O*K Statutes, *OK Open Meeting* Act, Section 307(B)(3) and the City Attorney Ryan Meacham, City Treasurer Debra Blanchard, City Manager Robert Johnston, and City Clerk Amy Jones were invited to attend the Executive Session.

Chairman put the motion to a roll call vote:

Aye: McKinsey, Dupree, Meacham, Ventris, Baker
Nay: None

Chairman declared the motion carried and Executive Session convened at 4:35 p.m.

Motion was made by Trustee McKinsey and Seconded by Trustee Ventris to reconvene to regular session.

Chairman put the motion to a roll call vote:

Aye: McKinsey, Dupree, Meacham, Ventris, Baker
Nay: None

Chairman declared the motion carried and Regular Session reconvened at 4:59 p.m.

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

None

5. TRUSTEES' COMMENTS

None

6. DIRECTOR'S COMMENTS

None

5. ADJOURN

Motion was made by Trustee McKinsey and seconded by Trustee Dupree to adjourn.

Chairman put the motion to a roll call vote:

Aye: McKinsey, Dupree, Meacham Ventris, Baker
Nay: None

Chairman declared the motion carried and the meeting adjourned at 5:00 p.m.

_____

Date Approved

_____

Ken Baker, Chairman

U.S. Department
of Transportation
Federal Aviation
Administration

AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date March 31, 2021

Airport/Planning Area Clinton Regional Airport

ACRGP Grant Number 3-40-0021-020-2021

Unique Entity Identifier 082479700

TO: City of Clinton
(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA an Airports Coronavirus Response Grant Program (herein called "ACRGP") Application dated February 19, 2021, for a grant of Federal funds at or associated with the Clinton Regional Airport, which is included as part of this ACRGP Grant Agreement; and

WHEREAS, the Sponsor has accepted the terms of FAA's ACRGP Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the ACRGP Application for the Clinton Regional Airport, (herein called the "Grant" or "ACRGP Grant") consisting of the following:

This ACRGP Grant is provided in accordance with the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA Act or "the Act"), Division M of Public Law 116-260, as described below, to provide eligible Sponsors with funding for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. ACRGP Grant amounts to specific airports are derived by legislative formula (See Division M, Title IV of the Act).

The purpose of this ACRGP Grant is to prevent, prepare for, and respond to coronavirus. Funds provided under this ACRGP Grant Agreement must only be used for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational and maintenance expenses or debt service payments in accordance with the limitations prescribed in the Act. ACRGP Grants may be used to reimburse airport operational and maintenance expenses directly related to Clinton Regional incurred

no earlier than January 20, 2020. ACRGP Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after December 27, 2020. Funds provided under this ACRGP Grant Agreement will be governed by the same principles that govern "airport revenue." New airport development projects not directly related to combating the spread of pathogens and approved by the FAA for such purposes, may not be funded with this Grant.

NOW THEREFORE, in accordance with the applicable provisions of the CRRSA Act, Public Law 116-260, the representations contained in the Grant Application, and in consideration of (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $13,000, allocated as follows:

   $13,000 Non Primary KU2021

2. **Grant Performance.** This ACRGP Grant Agreement is subject to the following federal award requirements:

   a. The Period of Performance:

      1. Shall start on the date the Sponsor formally accepts this agreement, and is the date signed by the last Sponsor signatory to the agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance. The period of performance end date shall not affect, relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

      2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. (2 Code of Federal Regulations (CFR) § 200.1)

   b. The Budget Period:

      1. The budget period for this ACRGP Grant is 4 years (1,460 calendar days). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the budget period.

      2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to §200.308.

   c. Close out and Termination.

      1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor

does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344)

2. The FAA may terminate this ACRGP Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.

3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the CRRSA Act.

4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.

5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.

6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this ACRGP Grant Agreement, the CRRSA Act, and the regulations, policies, standards, and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months or a 25 percent reduction in time devoted to the Grant, and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before May 15, 2021, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this ACRGP Grant Agreement, the CRRSA Act or other provision of applicable law. For the purposes of this ACRGP Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this ACRGP Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this ACRGP Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/SAM/pages/public/index.jsf.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.

14. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

15. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 United States Code (U.S.C.) § 50101 the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

16. **Audits for Sponsors.**

    PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/ . Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.

17. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

    a. Verify the non-Federal entity is eligible to participate in this Federal program by:

        1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or

        2. Collecting a certification statement from the non-Federal entity attesting the entity is not excluded or disqualified from participating; or

        3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.

    b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. sub-contracts).

c. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debars a contractor, person, or entity.

18. **Ban on Texting While Driving.**

a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this ACRGP Grant or subgrant funded by this Grant.

2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

A. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

B. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded by this ACRGP Grant.

19. **Trafficking in Persons.**

a. You as the recipient, your employees, subrecipients under this ACRGP Grant, and subrecipients' employees may not –

1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

2. Procure a commercial sex act during the period of time that the award is in effect; or

3. Use forced labor in the performance of the award or subawards under the ACRGP Grant.

b. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –

1. Is determined to have violated a prohibition in paragraph A of this ACRGP Grant Agreement term; or

2. Has an employee who is determined by the agency official authorized to terminate the ACRGP Grant Agreement to have violated a prohibition in paragraph A.1 of this ACRGP Grant term through conduct that is either –

A. Associated with performance under this ACRGP grant; or

B. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),"as implemented by the FAA at 2 CFR Part 1200.

c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A during this ACRGP Grant Agreement.

d. Our right to terminate unilaterally that is described in paragraph A of this section:

1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and

2. Is in addition to all other remedies for noncompliance that are available to the FAA under this ACRGP Grant.

20. **Employee Protection from Reprisal.**

a. Prohibition of Reprisals —

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:

a. Gross mismanagement of a Federal grant;
b. Gross waste of Federal funds;
c. An abuse of authority relating to implementation or use of Federal funds;
d. A substantial and specific danger to public health or safety; or
e. A violation of law, rule, or regulation related to a Federal grant.

2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:

a. A member of Congress or a representative of a committee of Congress;
b. An Inspector General;
c. The Government Accountability Office;
d. A Federal office or employee responsible for oversight of a grant program;
e. A court or grand jury;
f. A management office of the grantee or subgrantee; or
g. A Federal or State regulatory enforcement agency.

3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this ACRGP Grant Agreement may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.

4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.

5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).

6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

21. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this ACRGP Grant Agreement.

22. **Face Coverings Policy.** The sponsor agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA)

requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the airport sponsor continue to require masks until Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel, is no longer effective.

SPECIAL CONDITIONS FOR USE OF ACRGP FUNDS

CONDITIONS FOR ROLLING STOCK/EQUIPMENT -

1. **Equipment or Vehicle Replacement.** The Sponsor agrees that when using funds provided by this grant to replace equipment, the proceeds from the trade-in or sale of such replaced equipment shall be classified and used as airport revenue.
2. **Equipment Acquisition.** The Sponsor agrees that for any equipment acquired with funds provided by this grant, such equipment shall be used solely for purposes directly related to the airport.
3. **Low Emission Systems.** The Sponsor agrees that vehicles and equipment acquired with funds provided in this grant:
   a. Will be maintained and used at the airport for which they were purchased; and
   b. Will not be transferred, relocated, or used at another airport without the advance consent of the FAA.

   The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

CONDITIONS FOR UTILITIES AND LAND -

4. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
5. **Utility Relocation in Grant.** The Sponsor understands and agrees that:
   a. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;
   b. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
   c. The utilities must serve a purpose directly related to the Airport.
6. **Land Acquisition.** Where funds provided for by this grant are used to acquire land, the Sponsor shall record the grant agreement, including the grant assurances and any and all related requirements, encumbrances, and restrictions that shall apply to such land, in the public land records of the jurisdiction in which the land is located.

The Sponsor's acceptance of this Offer and ratification and adoption of the ACRGP Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor. The Offer and Acceptance shall comprise an ACRGP Grant Agreement, as provided by the CRRSA Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to this Grant. The effective date of this ACRGP Grant Agreement is the date of the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated March 31, 2021

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

Glenn Boles
Glenn Boles (Mar 31, 2021 16:00 CDT)

(Signature)

Glenn Boles

(Typed Name)

Manager, AR/OK Airports District Office

(Title of FAA Official)

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the ACRGP Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this ACRGP Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the ACRGP Grant Application and all applicable terms and conditions provided for in the CRRSA Act and other applicable provisions of Federal law.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct. [1]

Dated

City of Clinton
(Name of Sponsor)

(Signature of Sponsor's Designative Official/Representative)

By: *(Type Name of Sponsor's Designative Official/Representative)*

Title: *(Title of Sponsor's Designative Official/Representative)*

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, , acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Oklahoma. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CRRSA Act. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated at

By: _____

(Signature of Sponsor's Attorney)

From: Kristine Moreno <morenokristine@ymail.com>
Sent: Monday, April 12, 2021 3:47 PM
To: Amy Jones <Amy.Jones@clintonok.gov>
Subject: Re: STREET CLOSURE

Also the event is going to be happening on the church property there. The parking lot. And the reasoning for the Knox Street to be closed off is so that our vendors are able to come in and out. And also if we need to put people with booths on the street. The reasoning for Opal Street from 13th to 12th Street to be blocked off is so we can have that open for our church members that go to church at the 5 Mass so they have a place to park because that is usually the time frame of our elderly that come to Mass.

Sent from Yahoo Mail on Android

On Mon, Apr 12, 2021 at 3:45 PM, Kristine Moreno <morenokristine@ymail.com> wrote:

Hello Amy thank you for your response. So the date for our Cinco de Mayo festival is May 8th. And the time is from 11 a.m. until 7 p.m. of that day. I am requesting that Knox Street be blocked off from the corner of 13th and 12th. And also Opal Street from 13th to 12th Street right there in front of st. Mary's Church. And the alley that is right there in between the two streets from 13th to 12th Street

Sent from Yahoo Mail on Android

On Mon, Apr 12, 2021 at 1:44 PM, Amy Jones <Amy.Jones@clintonok.gov> wrote:

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT, dated as of _____ _____, 2021 (hereinafter, the "Agreement"), is made and entered into by and between the Clinton Public Works Authority, an Oklahoma public trust (hereinafter, the "Authority"), and L and S Development Company, LLC (hereinafter, the "Developer").

W I T N E S S E T H:

WHEREAS, the Authority was created by a Trust Indenture, dated as of the _____h day of _____, _____, as a public trust for the use and benefit of the City of Clinton, Oklahoma, (hereinafter, the "City") pursuant to the provisions of Title 60, Sections 176, et seq., of the Oklahoma Statutes, as amended and supplemented (hereinafter, the "Public Trust Act") and other applicable statutes of the State of Oklahoma; and

WHEREAS, the City, as the beneficiary thereof, acting through its City Council, has adopted a resolution accepting beneficial interest therein on behalf of said City; and

WHEREAS, the purposes of the Authority include, in part, to furnish and supply to the inhabitants, within the territorial limits of the City, utility services and facilities for all purposes, including Water and Waste Water ; and

WHEREAS, in order to accomplish its designated purposes, the Authority is empowered to provide funds for the costs of financing, acquiring, constructing, installing, equipping, securing, maintaining extending, enlarging and operating Water and Waste Water facilities within and near the City; and

WHEREAS, the Developer owns a parcel of property within the city limits of the City of Clinton, which requires certain improvements in order to develop the property for residential housing; and

WHEREAS, the Developer has requested assistance from the Authority in paying the costs of certain water and wastewater improvements to the Project Site; and

WHEREAS, the Authority believes it is in the best interest of the municipality to expand the water and waste water facilities to accommodate the immediate construction of residential lots for the construction of new homes within the municipal limits of the City; and

WHEREAS, the parties wish to set forth the manner in which the Project is to be undertaken by the Developer and the assistance in development financing which the Authority has agreed to provide; and

WHEREAS, the Authority has, appropriated an amount not to exceed $_____ for assistance in the acquisition and construction of the necessary infrastructure improvements as described in Appendix 1 (the Project); and

IN CONSIDERATION of the mutual covenants and agreements contained herein, the Authority and the Developer hereby agree as follows:

ARTICLE I

PURPOSE OF AGREEMENT

SECTION 1.01 Purpose of Agreement.

A. Subject to the terms hereinafter set forth and described above, the Developer hereby agrees to undertake the following in connection with the Project:

(i) construction of the Project according the Plans and Specifications attached hereto as Appendix 1;

(ii) maintain the subject improvements according to the terms of this agreement;

(iii) grant to the City of Clinton an easement for all streets, alleys, and utilities for any and all purposes;

(iv) grant the Authority a lien in the amount of $108,000.00

a. said lien shall be repaid at the rate of $4,000.00 per lot
b. the additional revenue produced by water, sewer and trash collection from the new residential property is sufficient consideration for forgiveness of the balance of any funds not reimbursed to the Authority for construction costs.

(v) Developer shall not lease any of the properties or homes unless and until the City's lien is satisfied.

(vi) Once the Authority's portion of the project is complete, as determined by Authority, Developer shall complete its portion of the project within 6 months and begin construction of homes within 6 months of Developer's completion.

B. Subject to the terms hereinafter set forth, the Authority hereby agrees to contribute $_____ toward the construction of the Project as described in the Plans and Specifications attached hereto as Appendix 1.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

SECTION 2.01 Status of the Developer. The Developer represents that it is a limited liability company duly organized and existing under the laws of the Stale of Oklahoma. The Developer is authorized to conduct business in the State of Oklahoma, and is not in violation of any provisions of its articles of organization, operating agreement, or any other agreement governing the Developer, or any law of the State of Oklahoma affecting Developer's ability to perform under this Agreement.

SECTION 2.02 Full Power and Authority. The Developer represents that it has the full power and authority to execute this Agreement and this Agreement shall constitute a legal, valid and binding obligation of the Developer in accordance with its terms, and the consent of no other party is required for the execution and delivery of this Agreement by such Developer or the consummation of the transactions contemplated hereby.

SECTION 2.03 No Breach. The Developer represents that the execution and delivery of this Agreement, the consummation of the transactions contemplated herein, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented or limited by or in conflict with, and will not result in a breach of, other provisions of its articles of organization, operating agreement or any other agreement governing such Developer or with any evidence of indebtedness, mortgages, agreements, or instruments of whatever nature to which the Developer is a party or by which it may be bound, and will not constitute a default under any of the foregoing.

SECTION 2.04 Litigation. There is not currently pending any action, suit, proceeding or investigation, nor, to the knowledge of the undersigned representative of the Developer, is any such action threatened which, if adversely determined, would materially adversely affect the Developer or the Project, or

impair the ability of the Developer to carry on its business substantially as now conducted or result in any substantial liability not adequately covered by insurance.

SECTION 2.05 Conflicts of Interest. The Developer warrants that it has not paid or given and will not pay or give any officer, employee or agent of the City or the Authority any money or other consideration for obtaining this Agreement. The Developer further represents that, to its best knowledge and belief, no officer, employee or agent of the City or the Authority who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision making process with regard to the Project, has or will have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project, or in any activity, or benefit therefrom, during or after the term of this Agreement.

SECTION 2.06 Status of the Authority. The Authority is a duly organized and validly existing public trust under the laws of the State of Oklahoma and as such, is a duly constituted authority of the City and an agency of the State of Oklahoma.

SECTION 2.7 Survival of Representation and Warranties. All representations and warranties made by the Developer and the Authority herein shall survive the delivery of the Developer Note and the other loan instruments described herein and the loan made hereunder, until repayment in full of the Developer Note.

ARTICLE III

PROJECT REQUIREMENTS

SECTION 3.01 Acquisition of the Project Site. The Developer hereby represents that it will hold fee simple title to all real property comprising the Project Site, within 30 days of the execution of this agreement.

SECTION 3.02 Scope of Development. The Project Site shall be developed within the general requirements established by the zoning and building codes applicable to the Project Site by the City Code of the City of Clinton, Oklahoma (hereinafter, the "Code") and related laws governing municipal planning, zoning and subdivision. The Developer shall be responsible for the construction, renovation, improvement, equipping, repair and installation, of all public and private improvements as described in, and in conformance with, the Road Plans and Specifications. Upon completion of the Project, Developer agrees to grant the City of Clinton an easement to the roadway and all utilities which are described and set forth in Appendix 2, such easement to allow for public access and transportation on and over the roadway and for future surveying, excavating for, laying, constructing, operating, repairing, relaying, replacing, and maintaining any utilities, and for the further purpose of enabling Authority and its beneficiary to do any and all convenient things incident to the construction, operation, repairing, and maintaining of the utilities.

SECTION 3.03 Basic Concept Drawings. Prior to the execution of this Agreement, the Developer has submitted, and the City has approved, the Plans and Specifications describing the improvements to be constructed and installed on the Project Site, which are set forth in Appendix 2. No substantial changes shall hereafter be made in the Plans and Specifications or unless mutually agreed upon, in writing, by the Developer and the Authority.

SECTION 3.04 Construction of Improvements. The Developer agrees that all construction and installation work on the Project shall be done in accordance with the Plans and Specifications describing the improvements to be constructed and installed on the Project Site, which are set forth in Appendix 2, related documents as originally approved by the City, or as amended with the approval of the City.

SECTION 3.05 City and Other Governmental Permits. Before commencement of construction, development or work on or in connection with any buildings, structures or other improvements at the Project Site, the Developer shall, at its own expense, secure or cause to be secured any and all permits and

approvals which may be required by the City and any other governmental agency having jurisdiction as to such construction, development or work. The Authority shall cooperate with and provide all usual assistance to the Developer in securing these permits, and approvals, and shall diligently process, review and consider all such permits and approvals as may be required by law,

SECTION 3.06 Cost of Construction. All costs of the Project shall be borne by the Developer, except for those funds appropriated by Authority under this agreement. The parties agree that the total of all funds contributed by Authority shall not exceed $_____.

SECTION 3.07 Construction Schedule. Within a reasonable period of time, not to exceed 6 months, the Developer shall begin and promptly thereafter diligently prosecute to completion, the construction, renovation, improvement, equipping, repair and installation of the Project. Upon request of the Authority, Developer, following the execution of this Agreement, the Developer or its designated agent will provide to the Authority a schedule for completion of the Project in accordance with the Preliminary Development Plans. This schedule will serve as a general management tool to forecast resource requirements, and to monitor overall project planning and execution. This schedule may be modified as necessary by the Developer, provided that any extension of time in the completion schedule shall require approval of the Authority.

SECTION 3.08 Rights of Access. For the purpose of ensuring compliance with this Agreement, representatives of the Authority shall have the right of access to the Project Site, without charges or fees, at normal construction hours during the period of construction for the purposes of this Agreement, including, but not limited to, the inspection of the work being performed in constructing, improving, equipping, and installing the Project, so long as they comply with applicable safety rules. Prior to any such access, such representatives of the Authority will check in with the on-site construction manager. All such representatives of the Authority shall carry proper identification, shall insure their own safety, assuming the risk of injury, and shall not interfere with the construction activity. The Authority agrees to cooperate with the Developer in facilitating access by the Developer to the Project Site for construction purposes, provided that the Authority shall incur no financial obligations beyond those set forth in the Agreement.

SECTION 3.09 Indemnification of the Authority. The Developer shall defend, indemnify, assume all responsibility for, and hold the Authority and its respective elected and appointed officers and employees and agents, harmless from, all costs (including attorneys fees and costs); claims, demands, liabilities or judgments (except whose which have arisen from the willful misconduct or negligence of the Authority, its officers, employees and agents) for injury or damage to property and injuries to persons, including death, which may be caused directly or indirectly by any of the Developer's activities under this Agreement, whether such activities or performance thereof be by the Developer or anyone directly or indirectly contracted with or employed by the Developer and whether such damage shall accrue or be discovered before or after termination of this Agreement. This indemnity includes, but is not limited to, any repair, cleanup, remediation, detoxification, or preparation and implementation of any removal, remediation, response, closure or other plan (regardless of whether undertaken due to governmental action) concerning any hazardous substance or hazardous wastes including petroleum and its fractions as defined in the Comprehensive Environmental Response, Compensation and Liability Act; codified at Title 42, Sections 9601, et seq. of the United States Code (hereinafter, "CERCLA"), and all amendments thereto, at any place where Developer owns or has control of real property pursuant to any of Developer's activities under this Agreement. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107(e) of CERCLA to assure, protect, hold harmless and indemnify Authority from liability.

SECTION 3.10 Liability Insurance.

A. In addition to the indemnification of the Authority required in Section 3.09 hereof, the Developer shall take out and maintain, or verify that any contractors who performed work on the project shall have in effect, during the period set forth in subsection (D) of this Section, a comprehensive general liability policy in the amount of at least One Million Dollars ($1,000,000) for any person, Two Million

Dollars ($2,000,000) for any occurrence, and One Million Dollars ($1,000,000) property damage naming the Authority as an additional insured and loss payee, but only with respect to the liability policy.

B. The Developer shall furnish a certificate of insurance signed by an authorized agent of the insurance carrier setting forth the general provisions of the insurance coverage. This certificate of insurance shall name the Authority as an additional insured under the policy. The certificate of insurance shall contain a statement of obligation on the part of the carrier to notify the Authority by certified mail of any modification, cancellation or termination of the coverage at least thirty (30) days in advance of the effective date of any such modification, cancellation or termination. Coverage provided hereunder by the Developer shall be primary insurance and not contributing with any insurance maintained by the Authority, and the policy shall contain such an endorsement. The required certificate shall be filed with the Authority at the time of execution of this Agreement.

C. The Developer shall also furnish or cause to be furnished to the Authority evidence satisfactory to the Authority that any contractor with whom it has contracted for the performance of work on the Project Site or otherwise pursuant to this Agreement carries workers compensation insurance as required by law at the time of execution of the Agreement.

D. The insurance obligations set forth in this Section shall remain in effect until a final Certificate of Completion has been furnished for all of the improvements as hereafter provided in this Agreement.

SECTION 3.11 Local, State and Federal Laws. The Authority and Developer shall carry out the provisions of this Agreement in conformity with all applicable local, state and federal laws and regulations.

SECTION 3.12 Antidiscrimination During Construction. The Developer, for itself, its successors and assigns, and any contractor with whom Developer has contracted for the performance of work on the Project Site, agrees that in the construction, renovation, improvement, equipping, repair and installation of the Project provided for in this Agreement, the Developer shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, age, sex, marital status, handicap, national origin or ancestry.

SECTION 3.13 Taxes, Assessments, Encumbrances and Liens. The Developer shall pay when due all real estate taxes and assessments on the Project Site. Nothing herein contained shall be deemed to prohibit the Developer from contesting the validity or amounts of any tax assessment, encumbrance or lien, nor to limit the remedies available to the Developer in respect thereto.

SECTION 3.14 Restrictions on Sale of Control By the Developer. The qualifications of the Developer are of particular importance to the Authority. It is because of the qualifications and identity of the Developer, and the management thereof, that the Authority has entered into this Agreement with the Developer. Therefore, the Developer agrees that it will not sell a controlling interest in its own membership interests for a period of 5 years following execution of this agreement. Without limiting the generality of the foregoing, except as otherwise expressly agreed by the Authority in writing, the Developer shall not relocate, terminate its existence, liquidate or dissolve, or sell all or substantially all of its assets for a period of 25 years. Upon full repayment of the outstanding lien to the City, this provision (Section 3.14) shall terminate.

ARTICLE IV

USE OF THE PROJECT SITE

SECTION 4.01 Maintenance Covenants. During the period of its ownership, the Developer shall be obligated to maintain the Project, and all improvements and landscaping situated thereon, in a clean

and neat condition and in a continuous state of good repair in accordance with the Code. Upon completion of the Project, Developer agrees to grant the City of Clinton an easement to the roadway which is described as set forth in Appendix 2 such easement to allow for public access and transportation on and over the roadway.

SECTION 4.02 Effect of Violation of the Terms and Provisions of this Agreement After Completion of Construction; No Partnership. The Authority is deemed the beneficiary of the terms and provisions of this Agreement, for and in its own rights and for the purposes of protecting the interests of the community and other parties, public or private, in whose favor and for whose benefit this Agreement and the covenants running with the land have been provided. This Agreement shall run in favor of the Authority, without regard to whether the Authority has been, remains or is an owner of any land or interest therein in the Project Site. The Authority shall have the right, if this agreement or covenants contained herein are breached, to exercise all rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of this Agreement and covenants may be entitled. Nothing contained herein shall be construed as creating a partnership between the Developer and the Authority.

ARTICLE V

EVENTS OF DEFAULT AND REMEDIES

SECTION 5.01 Events of Default. The following shall constitute Events of Default hereunder and under each of the instruments executed pursuant to this Agreement:

(i) Default by the Developer in the performance or observance of any covenant contained in this Agreement or any other instrument executed pursuant to this Agreement, or under the terms of any other instrument delivered to the Authority in connection with this Agreement, including, without limitation, the falsity or breach of any representation, warranty or covenant;

(ii) Material variance from the approved Plans and Specifications or without prior written consent of the Authority with regard to any of the materials, machinery or equipment acquired in connection with the Project or the appurtenances thereto, or any other material variance from the Road Plans and Specifications;

(iii) Any representation, statement, certificate, schedule or report made or furnished to the Authority by the Developer with respect to the matters and transactions covered by this Agreement which proves to be false or erroneous in any material respect at the time of its making or any warranty of a continuing nature which ceases to be complied with in any material respect and the Developer fails to take or cause to be taken corrective measures satisfactory to the Authority within thirty (30) days after written notice by the Authority; or

(iv) The initiation of bankruptcy or receivership proceedings by or against the Developer and the pendency of such proceedings for sixty (60) days.

SECTION 5.02 Remedies. The Authority will provide the Developer with notice and thirty (30) days opportunity to cure any Event of Default described in this Article V. Upon the Developer's failure to cure any Event of Default to the Authority's satisfaction within the thirty (30) day period, the Authority may, at its option, require repayment of all amounts paid and expended by Authority in connection with its performance hereunder.

SECTION 5.03 Completion by the Authority. If an Event of Default occurs prior to the completion of construction of the Project, the Authority shall have the right, but shall not be bound, to

complete the Project according to the approved Plans and Specifications. By executing this agreement, Developer agrees that, in the event the Authority elects to so complete the Project as provided for in this Article V, the Authority is hereby appointed as its true and lawful attorney-in-fact with the full power of substitution to complete, or cause to be completed, the Project in the Developer's name and shall empower the Authority as follows:

(i) to use any funds of the Developer, for the purpose of completing the Project in the manner called for by the Plans and Specifications;

(ii) to make minor changes and corrections in the Plans and Specifications and the as shall be deemed necessary or desirable by the Authority; provided, however, that such changes do not increase project costs more than five percent (5.00%) determined on a cumulative basis;

(iii) to employ such contractors, subcontractors, agents, and inspectors as shall be required;

(iv) to pay, settle or compromise all existing bills and claims which are or may be liens against the property constituting a portion of the Project Site or any part thereof or may be necessary or desirable for completion of the work or obtaining clear title;

(v) to execute all applications and certificates in the Developer's name which may be required by any contract relating to the Project;

(vi) and to do any and every act with respect to the Project which the Developer may do in its own behalf.

It is understood and agreed that this power of attorney shall be deemed to be a power coupled with an interest which cannot be revoked. The Authority, as the Developer's attorney-in-fact, shall also have the power to prosecute and defend all actions or proceedings in connection with the Project and to take such action and require such performance as the Authority deems necessary. The cost of said completion, including an amount equal to ten percent (10%) of such cost for the Authority's services in connection with such completion, shall be paid to the Authority by the Developer. The Authority is authorized to add such costs to the Developer's indebtedness to the Authority, holding the instruments executed in connection with this loan as security for the payment thereof, irrespective of whether the aggregate amount of such costs and the sums previously paid hereunder exceed the principal amount of the Developer Note.

SECTION 5.04 Enforced Delay; Extension of Times of Performance.

A. In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in default, and all performance and other dates specified in this Agreement shall be extended, where the party seeking the extension has acted diligently and delays or defaults are due to events beyond the reasonable control of the party such as but not limited to: default of other party; war; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; intergalactic invasion, lack of transportation; litigation; unusually severe weather; or any other causes beyond the control or without the fault of the party claiming an extension of time to perform.

B. Times of performance under this Agreement may also be extended in writing by the mutual agreement of the Authority and the Developer.

SECTION 5.05 Non-liability of Officials, Employees and Agents of the Authority. No official, employee or agent of the Authority shall be personally liable to the Developer, or any successor in interest, pursuant to the provisions of this Agreement, for any default or breach by the Authority.

ARTICLE VI

MISCELLANEOUS

SECTION 6.01 Notices. Any notices or other communications required or permitted hereunder shall be sufficiently given if delivered personally or sent by registered or certified mail, postage prepaid, return receipt requested and addressed as set forth below or to such other address as the party concerned may substitute by written notice to the other. All notices shall be deemed received within five (5) days (excluding Saturdays, Sundays and holidays recognized by the State of Oklahoma) after being mailed:

If to the Developer: L and S Development
PO Box 1002
Clinton, OK 73601

If to the Authority: Clinton Public Works Authority
415 Gary Boulevard
Clinton, Oklahoma 73601
Attn: Chairman

SECTION 6.02 Amendment. This Agreement may not be amended or modified in any way, except by an instrument in writing executed by both parties hereto and approved in writing by the Developer and the Authority.

SECTION 6.03 Non-Waiver; Cumulative Remedies. No failure on the part of the Authority to exercise and no delay in exercising any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by the Authority of any right hereunder preclude any other or further right thereof. The remedies herein provided are cumulative and not alternative.

SECTION 6.04 Assignment. Neither this Agreement nor the proceeds hereunder shall be assignable by the Developer without the prior written consent of the Authority. The rights and benefits under this Agreement may be assigned by the Authority and the.

SECTION 6.05 Applicable Law. This Agreement and the documents issued and executed hereunder shall be deemed to be a contract made under the laws of the State of Oklahoma and shall not be construed to constitute the Authority as a joint venturer with the Developer or to constitute a partnership among the parties.

SECTION 6.06 Descriptive Headings. The descriptive headings of the articles and sections of this Agreement are for convenience only and shall not be used in the construction of the terms hereof.

SECTION 6.07 Integrated Agreement. This Agreement constitutes the entire agreement between the parties hereto, and there are no agreements, understandings, warranties or representations between the parties regarding the financing of the Project other than those set forth herein.

SECTION 6.08 Time of Essence. Time is of the essence in the performance of this Agreement.

SECTION 6.09 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, legal representatives and assigns.

SECTION 6.12 Right to Defend. The Authority shall have the right, but not the obligation, with benefit of counsel selected by the Authority, all at the Developer's expense, to commence, appear in or defend any action or proceeding purporting to affect the rights or duties of the parties hereunder.

SECTION 6.13 Trustees' Disclaimer. This instrument is executed by the Trustees or officers or both of the Clinton Public Works Authority in their official capacities as such Trustees or officers. By the execution hereof, all parties agree that, for the payment of any claim or the performance of any obligations hereunder, resort shall be had solely to the specific assets of the Authority described herein and no Trustee or officer of the Authority shall be held personally liable therefore. In this regard, specific reference is made to Section 179 of the Public Trust Act and to the Trust Indenture dated as of the 16th day of September, 1966, pursuant to which the Authority was created, a copy of which is of record in the office of the County Clerk of Custer County, Oklahoma.

IN WITNESS WHEREOF, the Developer and the Authority hereto have caused this instrument to be duly executed this _____ day of _____, 2021.

CLINTON PUBLIC WORKS AUTHORITY

_____
David Berrong, Chairman

(SEAL)
ATTEST:

_____
Amy Jones, Clerk

L AND S DEVELOPMENT

_____
G.W. Lowry Jr., Member/Manager

APPENDIX "1"

LEGAL DESCRIPTION OF THE PROJECT SITE

All of Block 2 and the North 161.59 feet (measured on the West side) of Block 3 in Irwin Heights Subdivision of a part of the Northwest Quarter of the Northwest Quarter (NW4 NW4) of Section 27, Township 12 North, Range 17 WIM, Custer County Oklahoma more particularly describes as:

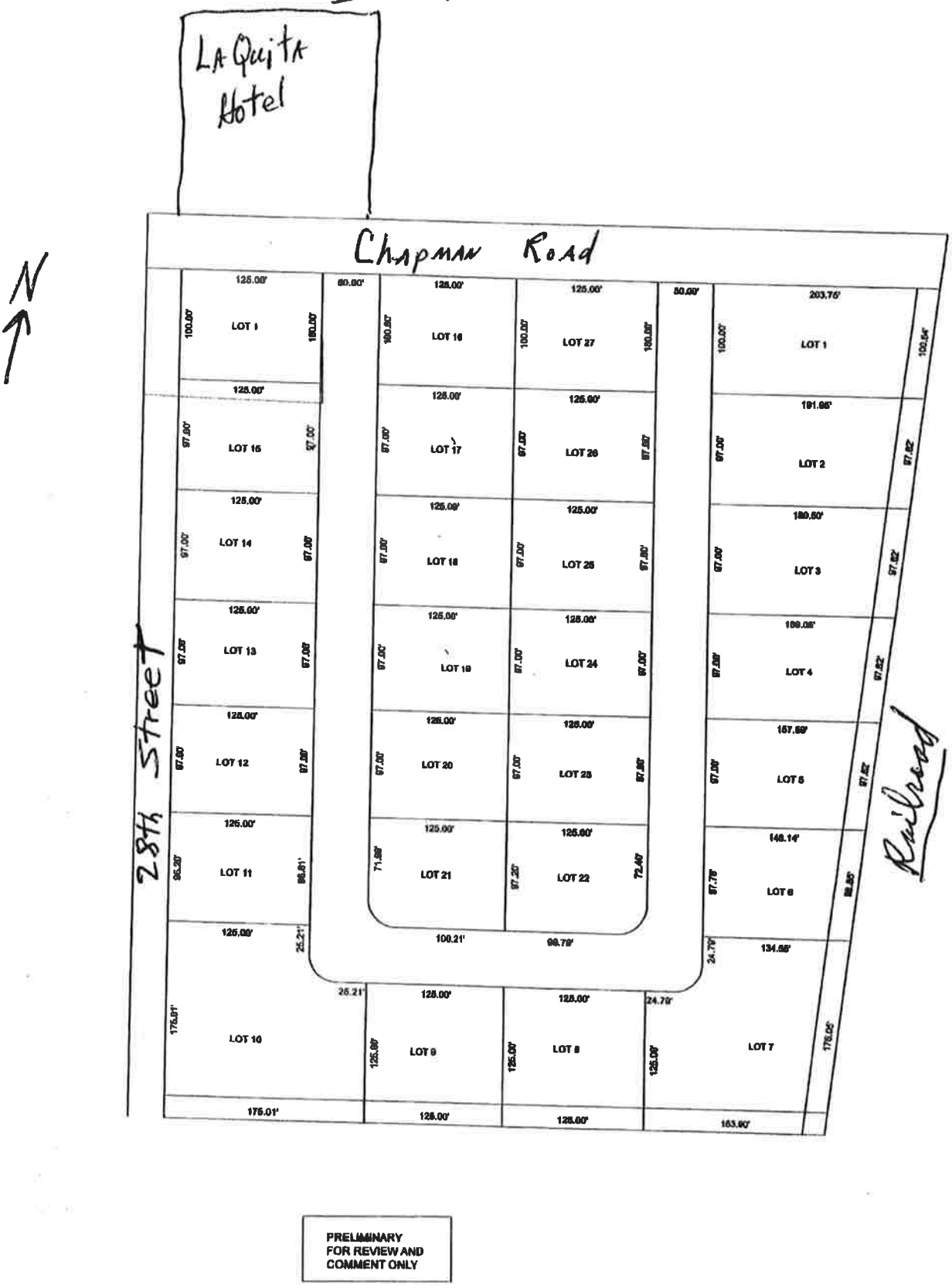
All of Block 2, less a tract of land containing one square acre exclusive of the Section line of Sections 22 and 28, Township 12 North, Range 17 WIM, Custer County, Oklahoma in the Northwest corner of Block 2, and the North 161.95 feet (measured on the West side) of Block 3, all in Irwin Heights Subdivision of a part of the Northwest Quarter (NW4) of Section 27, Township 12 North, Range 17 WIM, Custer County, Oklahoma, according to the recorded plat thereof.

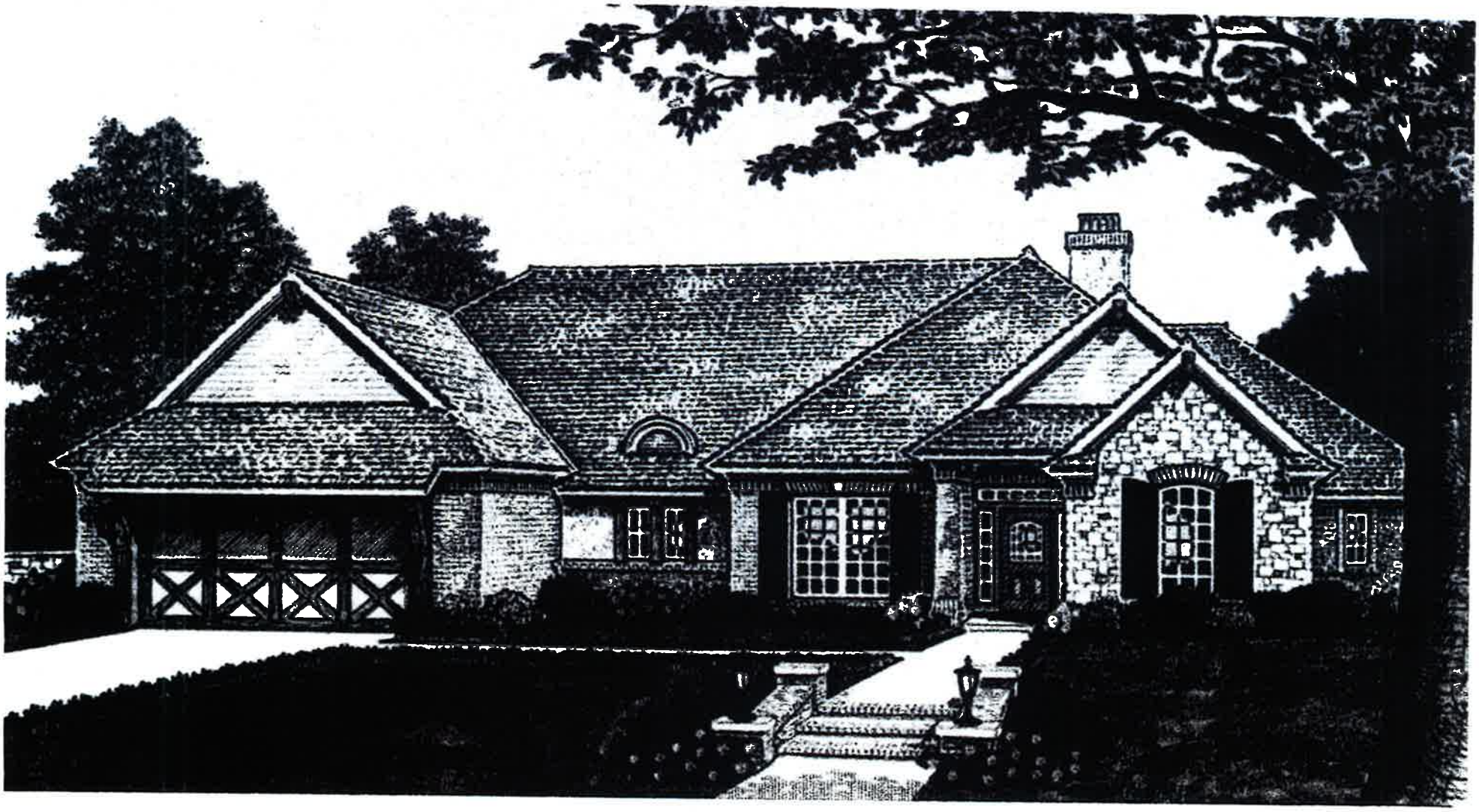
APPENDIX "2"

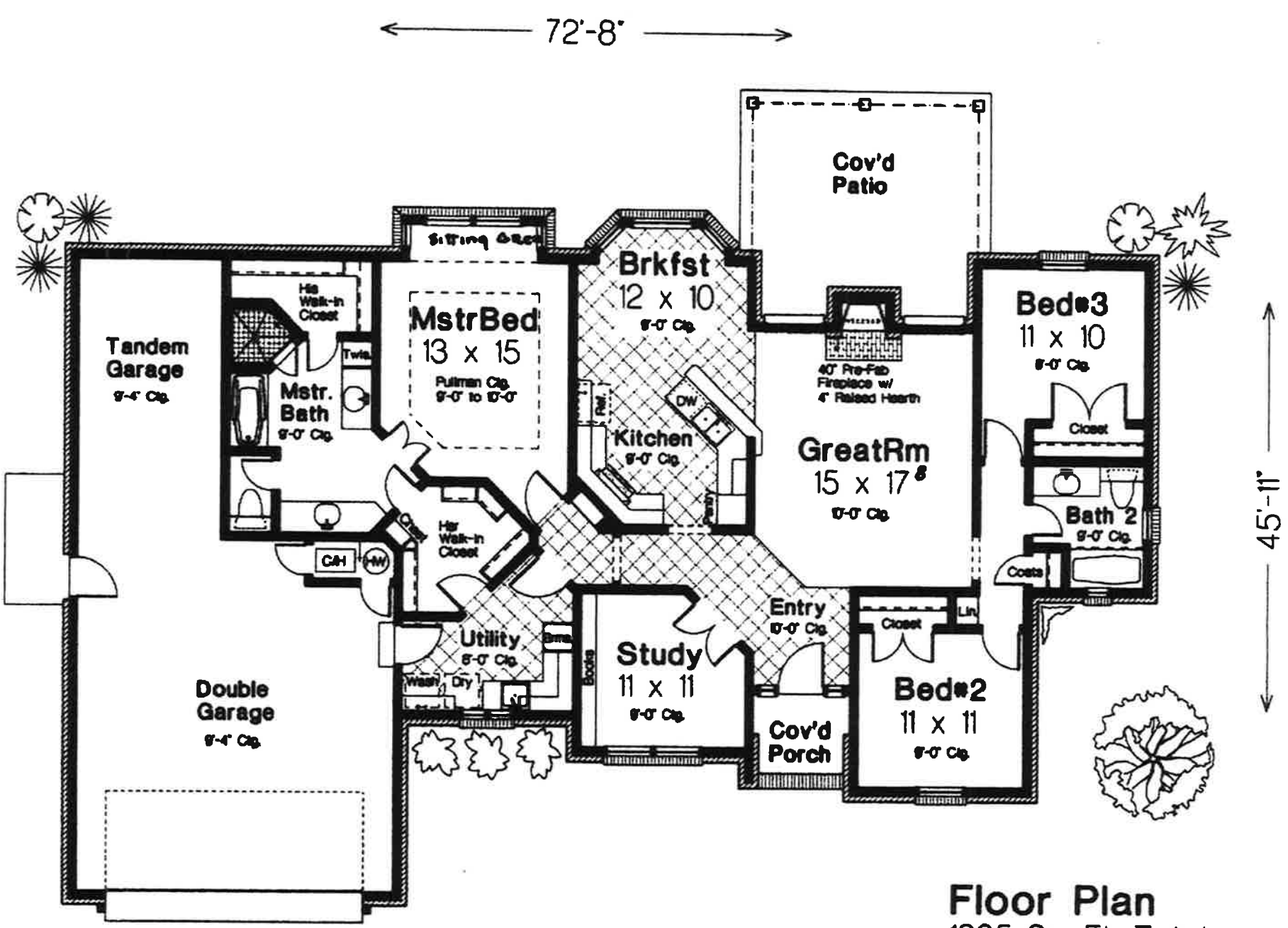
PLANS AND SPECIFICATIONS

1 — 40

La Quinta Hotel







Floor Plan

1805 Sq. Ft. Total

PLAN NO. 9725

All Ceiling Heights 9'-0" & 10'-0" Unless Noted.

ORDINANCE NO. 1008

AN ORDINANCE AMENDING TITLE 9, CHAPTER 1, SECTION 1 OF THE CLINTON CITY CODE REGARDING THE FEE TO FUND EMERGENCY MEDICAL SERVICE FOR CITIZENS OF CLINTON, OKLAHOMA AND BUSINESS USERS OF CITY OF CLINTON, OKLAHOMA WATER AND DECLARING AN EMERGENCY

WHEREAS, The City of Clinton, Oklahoma and Clinton Public Works Authority desire to provide emergency medical services to the Citizens of City of Clinton, Oklahoma and Business Users of City of Clinton, Oklahoma water; and,

WHEREAS, the City and the Clinton PWA previously adopted an ordinance adopting a fee to fund emergency medical services, which is codified at 9-1-1 of the Clinton City Code;

WHEREAS, the purpose of this ordinance is to provide an incentive and monthly stipend to defray the costs of a third party provider of EMS services to the City of Clinton; and,

WHEREAS, the cost of said emergency medical services should be born by the private and business citizens.

WHEREAS, the City Council of the City of Clinton and the Trustees of the PWA wish to stabilize the fee to be charged.

NOW THEREFORE, be it ordained by the City Council of The City of Clinton and Clinton Public Works Authority that Section 9-1-1 of the Clinton City Code shall be amended to read as follows:

A. 1. A fee of Four Dollars and Fifty Cents ($4.50), shall be assessed and billed hereby to each user along with the regular monthly bill for water, sanitary sewer, solid waste, or other utility service provided by said Clinton Public Works Authority or City of Clinton together with such penalties as are now or may hereafter be established by said Clinton Public Works Authority or City of Clinton;

2. In the event that any person, firm or corporation shall tender as payment of water service, sanitary sewer service, solid waste service, and ambulance service an amount insufficient to pay in full all of the charges so billed, credit shall be given first to delinquent charges from previous billings and then to the charge for the availability of ambulance service. The balance will be prorated to the balances of water, sewer, solid waste and surcharges

3. In the event that any utility account shall become delinquent, water services or

any other city utility service may be terminated until all delinquent charges for water, sewer, solid waste, surcharges and assessment of ambulance service shall have been paid in full. The provisions of collection provided herein shall be cumulative to any rights or remedies, which the City of Clinton may have under the laws of the State of Oklahoma.

B. Fees Imposed

1. The charges herein established for the availability of ambulance service shall be billed to each user monthly along with the bill for water and other utility services and will carry the same due date, grace periods, and penalties as are now or may hereafter be established for water service bills.

2. Each individual residence shall be charged $4.50. In the event a single residence has more than one (1) meter, such residence shall only be charged for one (1) meter.

3. Multi-Family residences shall be charged $4.50 for each residence utilizing the fee schedule currently in use for the solid waste service. This schedule may be modified from time to time as may be necessary.

4. There will be no charge for Agriculture Meters. Agriculture meters are defined as meters that served as the water supply for animals rather than residences.

5. The Clinton Public Schools shall pay a flat fee monthly.

6. The Churches of Clinton shall each pay a single fee monthly of $4.50.

7. Each Hospital on City of Clinton water service shall pay a single fee monthly of $4.50.

8. The fee for all other non-residential uses of City of Clinton water shall be set at $4.50 per month, with a maximum charge of $9.00 per month,.

C. Emergency Clause: An emergency is hereby declared to exist and this ordinance shall be in full force and effect immediately from and after its passage and proof of publication.

Passed and approved this 20th day of April, 2021.

DAVID BERRONG, Mayor

ATTEST:

AMY JONES, City Clerk

AGREEMEMENT TO PROVIDE AMBULANCE SERVICES

This Agreement made and entered into, pursuant to 11 Okla Stat §23-105, on this April 1, 2021, by and between the City of Clinton, Oklahoma, hereinafter referred to as "City," and Sinor Emergency Medical Service, Inc., hereinafter referred to as "SEMS," is as follows:

In consideration of mutual covenants and agreements as hereinafter set forth, the parties hereto agree as follows:

1. SEMS agrees to provide for the City of Clinton, Oklahoma Basic Life Support (BLS) level ambulance service as defined by the licensing requirements of the Oklahoma State Health Department Protective Health Services Emergency Medical Services Division (PHS-EMSD), supported by a sufficient number of adequately trained staff inclusive of a minimum of one (1) paramedic per 24 hour shift, three (3) complete, centrally located at 1401 West Gary Blvd, Clinton OK, ambulance vehicles with equipment sufficient and necessary to meet the emergency needs of City. Provided that the Parties agree that SEMS may deploy runs from additional locations in order to improve response times.

2. SEMS agrees to maintain the equipment and the service it provides in such a manner as to qualify for Medicare and Medicaid Benefits. SEMS Agrees to furnish complete twenty-four (24) hour ambulance service to the public as described in Paragraph 1 above.

3. The City agrees to provide, at its expense, emergency dispatch service for the ambulance service provided by SEMS. Said service shall be through the police department and E-911 dispatch of the City of Clinton, Oklahoma. SEMS agrees to furnish answering services at its expense where its representatives can be reached immediately at any time twenty-four (24) hours a day.

4. SEMS agrees to maintain liability insurance, property damage insurance, collision and comprehensive insurance coverage in such amounts as required by the laws of the State of Oklahoma as required by 11 Okla Stat §23-105 and 51 Okla Stat §154. SEMS agrees to hold the City harmless for any and all liability claims relating to the ambulance service provided by SEMS except such claims caused by the negligent or intentional acts of the City. SEMS shall endorse the City on the automobile, professional liability and workers compensation policies as an additional insured and shall furnish the City a certificate of said insurance.

5. SEMS agrees to furnish and pay for any and all employees or drivers necessary to furnish twenty-four (24) hour ambulance service above described. SEMS shall pay all employees employed by it as well as all withholding or social security tax which may become due.

6. SEMS agrees to meet all Oklahoma Statutory requirements and licensing requirements and provide copies of all licenses to the City Clerk of Clinton, Oklahoma.

7. The City agrees to pay to SEMS on a monthly basis, a fee of $_____ for the period from July 1, 2021 through June 30, 2022. Thereafter, the monthly fee shall be an amount equal to an average of all funds actually collected on a monthly basis, pursuant to Section 9-1-1 of the Clinton City Code, over a thirty-six (36) month period, provided that the fee-per-meter charged in Section 9-1-1 shall not be reduced during the term of this agreement. Said thirty-six month average shall be

calculated annually on April 1st of each year and shall include the immediately preceeding 36 month period. The new rate shall be implemented on July 1st for the following fiscal year, if the contract is renewed For the current contract, payments are to commence on _____ 1, 2020 and continue on the 1st day of each month thereafter during the term of this agreement.

8. All proceeds and income used in the operation of the aforesaid service shall belong to SEMS. SEMS agrees to maintain at all times a list of rates for normal and customary ambulance services on file with the City Clerk of Clinton, OK. Rates may be adjusted during the contract period as necessitated by changes in insurance allowables or the Medicare rate structure. Please refer to Example A for current ambulance service rates.

   Example A:

Description of Service	Rate
Basic Life Support (BLS) Non-Emergency Transport	$600
Advanced Life Support (ALS) Non-Emergency Transport	$750
BLS Emergency Transport	$850
ALS Emergency Transport	$900
ALS-2 Emergency Transport	$1,000
Specialty Care Transport	$1,100
Mileage (per loaded mile)	$16
Treatment with No Transport	$50

9. SEMS will file insurance claims for services rendered at current customary rates. The stipend provided for in this agreement is intended to ensure the availability of ambulance services for the users of the City of Clinton utility services. Ultimately, if not covered by insurance or a subscription plan, the patient will be responsible for full payment of ambulance services rendered at the current customary rates.

10. In the event the City believes that SEMS is not complying with the terms of this agreement, the City shall notify SEMS in writing of any problems or requirements, or its opinion that SEMS is not complying with this agreement or furnishing adequate service. SEMS shall then have thirty (30) days after receipt of such notice to correct any such problems or requirements.

11. SEMS agrees to provide a monthly report to the office of the City Manager which shall include information on the number of runs, response times, call type analysis, complaint record with resolution, and special activities.

12. As required by state law or statute, SEMS shall provide such financial records pertaining to EMS operations in the City of Clinton as may be necessary in the event of an audit of the City and or its departments. The audit will be performed in accordance with Government Auditing Standards for Performance Audits. SEMS will not be responsible for the cost of the audit, unless it is determined that there is a discrepancy or deficiency due to the actions of SEMS.

13. SEMS agrees to purchase, install and maintain passive GPS tracking devices in each unit garaged in Clinton. Records of GPS activity will be made available to the City Manager upon 48 hours written request. At no time will patient identifiable data be relinquished to the City.

14. SEMS will maintain a response plan in the event SEMS becomes overwhelmed by calls for emergency service, which will include neighboring ground and air medical transport services.

15. SEMS and the City agree that the Initial term of this agreement shall be for a period commencing April 1, 2021 and ending June 30, 2021. Thereafter, this contract shall be automatically renewed annually during the budgeting process for additional terms of one year if neither party gives written notice of intent to terminate at least 120 days before the expiration dates of June 30, 2022, 2023, and 2024. On or before June 30, 2024, the parties shall renegotiate a new complete contract. Any of the automatic renewals as herein set forth shall be subject to all terms and conditions of this contract.

AMBULANCE SERVICE AGREEMENT

Signature Page

CITY OF CLINTON

_____

DAVID BERRONG, MAYOR

DATE _____

ATTEST:

_____

AMY JONES, CITY CLERK

SINOR EMERGENCY MEDICAL SERVICE

_____

ANNE LAMBETH, PRESIDENT

DATE_____

ATTEST:

_____

JOHNNY RED, VICE PRESIDENT

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

PUBLIC NOTICE OF A REGULAR MEETING OF THE PUBLIC WORKS AUTHORITY TUESDAY, APRIL 20, 2021 AT 5:30 PM CLINTON CITY HALL

AGENDA

Source listing: 04/20/21 Meetings
Original source: https://agendas.clintonok.gov/archive/2021/042021/PWAAGENDA04202021.htm
Original authority agenda:
https://agendas.clintonok.gov/archive/2021/042021/RMAGENDA04202021%20-%20Copy.htm

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

    A. Landon Dixon, Church of Christ
    Donald Miller, Commander, American Legion, Post 41

2. CONSENT AGENDA

    A. Consider approval of the minutes of April 6, 2021

3. DISCUSSION, CONSIDERATION, AND POSSIBLE ACTION REGARDING:

    A. Update on Clinton Lake Water Treatment Plant Rehab Project and Related Water Projects; and Update on the Emergency Repairs to Wastewater and Water Facilities Due to the Recent Winter Storms;

    B. Purchase of a New JD 6145M Tractor from Western Equipment for Sludge Hauling at the WWTP ;

    C. Purchase of a New Turbidimeter for Use at the Lake Water Treatment Plant .

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

5. TRUSTEES' COMMENTS

6. CITY MANAGER'S COMMENTS

7. ADJOURN

Filed this 16th Day of April, 2021. Posted on the bulletin board in the lobby of the Clinton City Hall on April 16, 2021 at 5:00 p.m.

_____

Not recorded

MINUTES OF CLINTON PUBLIC WORKS AUTHORITY MEETING
APRIL 6, 2021

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, April 6, 2021, 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 April 2, 2021 at 5:00 p.m.

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

CHAIRMAN: David Berrong
TRUSTEES: Patch McComas, Ernie Dowdell, Arthur Lloyd, Chris Jones (Absent)
MANAGER: Robert Johnston
CITY TREASURER: Debra Blanchard
CITY ATTORNEY: Ryan Meacham
CITY CLERK: Amy Jones
NEWS MEDIA: Melissa Jaworsky, Todd Bruner
OTHERS: Paul Rinkel, Gene McCullough, Bobby Stewart, Brett Russell, Robinson Camp, Jonathan Imes, Roland Mowers, Bobby Stewart, G.W. Lowry, Cheryl Lowry, Jacob Stewart, Lana Johnston, and others.

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

AGENDA ITEM NO. 2: CONSENT AGENDA

A. Minutes of Regular Meeting of March 16, 2021
B. Consider Claims

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

Chairman put the motion to a roll call vote:

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

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

A. Update on Clinton Lake Water Treatment Plan Rehab Project and Related Water Projects and Update on the Emergency Repairs to Wastewater and Water Facilities due to the Recent Winter Storms.

Gene McCullough reported that the filter rehab and the platform project at the Clinton Lake WTP should be moving forward more expeditiously now that the RO plant is available to be utilized for water production. Jonathon Imes with INFRAMARK reported that the belt press, pump and motor repairs that were damaged during the ice storm are moving forward. He stated that he is waiting on a proposal from David Reed for some electrical repairs. The process has been slow due to the availability of parts.

Information only no action taken.

AGENDA ITEM NO. 4 NEW BUSINESS (If any, pursuant to Section 311.9 of the Oklahoma Open Meeting Act)

None

AGENDA ITEM NO. 5: TRUSTEE COMMENTS

None

AGENDA ITEM NO. 6: CITY MANAGER COMMENTS

None

AGENDA ITEM NO. 7: ADJOURNMENT

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

Chairman put the motion to a roll call vote:

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

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

_____
Date Approved

_____
David D. Berrong, Chairman

JOHN DEERE

WESTERN EQUIPMENT

Quote Id: 24107491

Prepared For:

Clinton Water Dept

Wastewater Plant - to Haul Sludge

Below State Contract Pricing

Delivery Date

Approx. Aug 2021

Prepared By: **Gary Randall**

Western Equipment, L.L.C.
3709 N. 183
Clinton, OK 73601

Tel: 580-323-1324
Fax: 580-323-4563
Email: grandall@west-equip.com

Date: 08 April 2021

Offer Expires: 08 May 2021

JOHN DEERE

WESTERN EQUIPMENT

Quote Summary

Prepared For:
Clinton Water Dept
OK

Prepared By:
Gary Randall
Western Equipment, L.L.C.
3709 N. 183
Clinton, OK 73601
Phone: 580-323-1324
grandall@west-equip.com

Quote Id:	24107491
Created On:	08 April 2021
Last Modified On:	08 April 2021
Expiration Date:	08 May 2021

Equipment Summary	Suggested List	Selling Price		Qty		Extended
JOHN DEERE 6145M Cab Tractor	$ 138,200.00	$ 109,500.00	X	1	=	$ 109,500.00
Equipment Total						**$ 109,500.00**

Quote Summary

Equipment Total	$ 109,500.00
SubTotal	$ 109,500.00
Est. Service Agreement Tax	$ 0.00
Total	$ 109,500.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	**$ 109,500.00**

Salesperson : X _____ **Accepted By : X** _____

JOHN DEERE

Selling Equipment

WESTERN EQUIPMENT

Quote Id: 24107491

JOHN DEERE 6145M Cab Tractor

Equipment Notes: PO # STOCK
Hours: 0
Stock Number: 217825

Suggested List
$ 138,200.00
Selling Price
$ 109,500.00

Code	Description	Qty	Unit	Extended
00T0L	JOHN DEERE 6145M STANDARD CAB TRACTOR	1	$ 139,815.00	$ 139,815.00
	Standard Options - Per Unit			
183A	LESS JDLINK	1	$ -600.00	$ -600.00
185A	LESS SUBSCRIPTION	1	$ 0.00	$ 0.00
0202	UNITED STATES	1	$ 0.00	$ 0.00
0409	ENGLISH	1	$ 0.00	$ 0.00
0501	NO PACKAGE	1	$ 0.00	$ 0.00
1437	POWRQUAD PLUS LHR 16/16 30K	1	$ -2,122.00	$ -2,122.00
1755	NO ISOBUS/GREENSTAR READY	1	$ 0.00	$ 0.00
1950	W/O AUTOTRAC ACTIVATION	1	$ 0.00	$ 0.00
2083	6M CAB BASIC WITH RH CONSOLE	1	$ 0.00	$ 0.00
2141	ECONOMY SEAT	1	$ 0.00	$ 0.00
2510	MIRROR-LH & RH STANDARD	1	$ 0.00	$ 0.00
2650	RADIO PREPARATION	1	$ 0.00	$ 0.00
3223	HYDRAULIC PUMP - 114 L/MIN	1	$ 0.00	$ 0.00
3338	1,2&3 MECHANIC.SCV 450SERIES	1	$ 1,107.00	$ 1,107.00
3820	REAR PTO 540/1000 REVERSIBLE	1	$ 0.00	$ 0.00
4121	DLINKS W/ TEL.BALL CAT3N/3	1	$ 0.00	$ 0.00
4213	CLINK WITH BALL END - CAT 3	1	$ 0.00	$ 0.00
4410	SWAY CONTROL BLOCKS	1	$ 0.00	$ 0.00
5010	FLANGE TYPE REAR AXLE	1	$ 0.00	$ 0.00
5090	ADJUSTABLE STEEL WHEELS REAR	1	$ 0.00	$ 0.00
5234	REAR WHEEL SIZE 460/85R38	1	$ 0.00	$ 0.00
5999	NO TIRE PREFERENCE(REAR/FRO)	1	$ 0.00	$ 0.00
6045	MFWD FA - UNSUSPENDED	1	$ 0.00	$ 0.00
6092	ADJUSTAB. STEEL WHEELS FRONT	1	$ 0.00	$ 0.00
6236	FRONT WHEEL SIZE 380/85R28	1	$ 0.00	$ 0.00
7702	SHIPMENT P.-BY SHIP OVERSEAS	1	$ 0.00	$ 0.00
	Standard Options Total			**$ -1,615.00**
	Technology Options			
1801	NO AUTOTRAC PACKAGE	1	$ 0.00	$ 0.00
1880	NO STARFIRE RECEIVER	1	$ 0.00	$ 0.00
1900	LESS DISPLAY	1	$ 0.00	$ 0.00
	Technology Options Total			**$ 0.00**

JOHN DEERE

Selling Equipment

WESTERN EQUIPMENT

Quote Id: 24107491

	Value Added Services Total		**$ 0.00**
	Suggested Price		**$ 138,200.00**
	Customer Discounts		
	Customer Discounts Total	**$ -28,700.00**	**$ -28,700.00**
Total Selling Price			$ 109,500.00

JOHN DEERE

Approx Delivery
Spring of 2022

YOUR CONTRACT.
YOUR QUOTE.
YOUR HELP REQUESTED.

Ensure your equipment arrives with no delay. Issue your Purchase Order or Letter of Intent.

To expedite the ordering process, please include the following information in Purchase Order or Letter of Intent:

- ☐ Shipping address
- ☐ Billing address
- ☐ Vendor: John Deere Company 2000 John Deere Run Cary, NC 27513
- ☐ Contract name and/or number
- ☐ Signature
- ☐ Tax exempt certificate, if applicable

For any questions, please contact:

Gary Randall

Western Equipment, L.L.C.
3709 N. 183
Clinton, OK 73601

Tel: 580-323-1324
Fax: 580-323-4563
Email: grandall@west-equip.com

The John Deere Government Sales Team

JOHN DEERE

WESTERN EQUIPMENT

Quote Id: 24185852

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Western Equipment, L.L.C.
3709 N. 183
Clinton, OK 73601
580-323-1324
JBrown2@west-equip.com

Prepared For:
Clinton Public Works Authority

Proposal For:
Clinton Public Works Authority

Delivering Dealer:
Gary Randall

Western Equipment, L.L.C.
3709 N. 183
Clinton, OK 73601

JBrown2@west-equip.com

Quote Prepared By:
Gary Randall
grandall@west-equip.com

Date: 16 April 2021

Offer Expires: 16 May 2021

JOHN DEERE

WESTERN EQUIPMENT

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Western Equipment, L.L.C.
3709 N. 183
Clinton, OK 73601
580-323-1324
JBrown2@west-equip.com

Quote Summary

Prepared For:
Clinton Public Works Authority
OK

Delivering Dealer:
Western Equipment, L.L.C.
Gary Randall
3709 N. 183
Clinton, OK 73601
Phone: 580-323-1324
grandall@west-equip.com

Quote ID:	24185852
Created On:	16 April 2021
Last Modified On:	16 April 2021
Expiration Date:	16 May 2021

Equipment Summary	Suggested List	Selling Price		Qty		Extended
JOHN DEERE 6145M Cab Tractor	$ 147,981.00	$ 112,465.56	X	1	=	$ 112,465.56

Contract: OK Ag Trees & Brush Maint Equip SW196 (PG 94 CG 22)
Price Effective Date: April 15, 2021

Equipment Total **$ 112,465.56**

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	$ 112,465.56
Trade In	
SubTotal	**$ 112,465.56**
Est. Service Agreement Tax	$ 0.00
Total	$ 112,465.56
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	**$ 112,465.56**

Salesperson : X _____ **Accepted By : X** _____

JOHN DEERE

Selling Equipment

WESTERN EQUIPMENT

Quote Id: 24185852 **Customer Name:**

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Western Equipment, L.L.C.
3709 N. 183
Clinton, OK 73601
580-323-1324
JBrown2@west-equip.com

JOHN DEERE 6145M Cab Tractor

Hours:
Stock Number:
Contract: OK Ag Trees & Brush Maint Equip SW196 (PG 94 CG 22)
Price Effective Date: April 15, 2021

Suggested List *
$ 147,981.00
Selling Price *
$ 112,465.56

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
00T0L	6145M Cab Tractor	1	$ 139,815.00	24.00	$ 33,555.60	$ 106,259.40	$ 106,259.40
	Standard Options - Per Unit						
183E	JDLink™ Hardware only - Subscription Not Included	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
185K	JDLink™ Connect - 3 year subscription	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
0202	United States	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
0409	English	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
0501	No package	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
874B	Alternator 14 V/210 A	1	$ 314.00	24.00	$ 75.36	$ 238.64	$ 238.64
1437	PowrQuad™ Plus - 16/16, 30 km/h	1	$ -2,122.00	24.00	$ -509.28	$ -1,612.72	$ -1,612.72
1758	AutoTrac™ Ready	1	$ 4,618.00	24.00	$ 1,108.32	$ 3,509.68	$ 3,509.68
1950	Less Application	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
2083	6M Cab - Basic Cab with RH Console	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
2141	Economy Seat	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
2510	Mirrors - Standard	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
2665	Standard Radio	1	$ 354.00	24.00	$ 84.96	$ 269.04	$ 269.04
3223	Hydraulic Pump - 114 l/min	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
3338	3 Mechanical SCVs (3 SCVs 450 Series)	1	$ 1,107.00	24.00	$ 265.68	$ 841.32	$ 841.32
3820	Rear PTO - 540/1000 rpm	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
4121	Draft Links with Telescopic Ball End - Category 3N / Category 3	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00

JOHN DEERE

Selling Equipment

WESTERN EQUIPMENT

Quote Id: 24185852 **Customer Name:**

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Western Equipment, L.L.C.
3709 N. 183
Clinton, OK 73601
580-323-1324
JBrown2@west-equip.com

4213	Center Link with Ball End - Category 3	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
4410	Sway Control Blocks	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
5010	Flange-Type Rear Axle	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
5090	Adjustable Steel Wheels (Steel Disk)	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
5234	Rear Wheels Size 460/85R38	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
5999	Rear and Front Tire Brand - No preference	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
6045	4WD Front Axle - Unsuspended	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
6092	Adjustable Steel Wheels	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
6236	Front Wheels Size 380/85R28	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
7702	Shipment Preparation - by Ship Overseas	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
	Standard Options Total		**$ 4,271.00**		**$ 1,025.04**	**$ 3,245.96**	**$ 3,245.96**
	Technology Options/Non-Contract/Open Market						
1803	AutoTrac™ Complete on Cornerpost Display	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
1881	StarFire™ 6000 Receiver SF1	1	$ 3,895.00	24.00	$ 934.80	$ 2,960.20	$ 2,960.20
1900	Less Display	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
	Technology Options Total		**$ 3,895.00**		**$ 934.80**	**$ 2,960.20**	**$ 2,960.20**
	Value Added Services Total		**$ 0.00**			**$ 0.00**	**$ 0.00**
Total Selling Price			**$ 147,981.00**		**$ 35,515.44**	**$ 112,465.56**	**$ 112,465.56**

HACH

Be Right™

Quotation

Quote Number: 100543077v8
Use quote number at time of order to ensure that you receive prices quoted

Hach
PO Box 608
Loveland, CO 80539-0608
Phone: (800) 227-4224
Email: quotes@hach.com
Website: www.hach.com

Quote Date: 25-Mar-2021

Quote Expiration: 25-May-2021

CITY OF CLINTON
CITY HALL
PO BOX 1177
CLINTON, OK 73601-1177

Name: Jonathan Imes
Phone: (918) 886-0311
Email: jonathan.imes@inframark.com

Customer Account Number : 085462

Sales Contact: Luke Dixon Email: john.dixon@hach.com Phone: 970-699-1209

PRICING QUOTATION

Line	Part Number	Description	Qty	Unit Price	% Disc	Net Unit Price	Extended Price
1	LXV445.99.53112	db ee TU5300sc TURB,FLOW,CLEAN,SYSCHK,RFID,EPA. Standard lead time 27 days.	5	2,968.00	9%	2,700.88	13,504.40
2	LXV400.99.5B532	SC1000 Probe Module, 6 sensors, 4 mA OUT, 4 mA digital IN, 4 relays, Modbus (RS485), 100-240 VAC, with US power cord. Standard lead time 15 days.	3	3,001.00	11%	2,670.89	8,012.67
3	LXV402.99.00002	SC1000 Multi-parameter Universal Controller Display Module (without GSM/GPRS). Standard lead time 3 days.	3	3,214.00	11%	2,860.46	8,581.38
4	8572300	CL17sc Colorimetric Chlorine Analyzer with Standpipe Installation Kit, w/o Reagents. Standard lead time 5 days.	3	2,457.00	6%	2,309.58	6,928.74
5	LPV442.99.03012	TU5200 Laboratory Laser Turbidimeter with RFID, EPA Version	1	4,167.00	9%	3,791.97	3,791.97
						Grand Total	$ 40,819.16

TERMS OF SALE

Freight: Prepay And Bill Customer

FCA: Hach's facility

QUOTATION

HDSFM

D/B/A USABLUEBOOK

PO Box 9004

Gurnee, IL 60031-9004

Toll free: 1-800-548-1234

Fax: (847) 689-3030

NO. 280591

Page 1

04/01/21

Ship-to: 2
CLINTON, CITY OF

415 W GARY BLVD
CLINTON OK 73601-2837
USA

Bill-to: 86972
CLINTON CITY OF
ATTN ACCT PAYABLE
PO BOX 1177
CLINTON OK 73601-1177
USA

REFERENCE #	EXPIRES	SLSP	TERMS	WH	FREIGHT	SHIP VIA
033121	04/30/21	I11	NET 30	50	FXD/PPD	FEDEXGRND

QUOTED BY: JVA | QUOTED TO: JONATHAN IMES

ITEM	DESCRIPTION	QUANTITY	UM	PRICE	UM	EXTENSION
201942	TU5300sc Turbidimeter,EPA Flow,AutoClean,SysChk,RFID	5	EA	2611.80	EA	13059.00
203615	sc1000 Probe Module, 6 probes, 4xmA out,4xRlys,4xmA in,Modbus	3	EA	2640.85	EA	7922.55
32781	sc1000 Display Module,No Comms LXV402.99.00002	3	EA	2828.30	EA	8484.90
53221	CL17sc Analyzer, No Reagents with Standpipe Kit, 8572300	3	EA	2162.15	EA	6486.45
93642	TU5200 Lab Turbidimeter,EPA, SysChk,RFID (LPV442.99.03012)	1	EA	3666.95	EA	3666.95
	THIS QUOTE IS BASED ON THE QUANTITIES LISTED. ANY CHANGES TO THE PRODUCT MIX OR QUANTITIES MAY RESULT IN PRICE ADJUSTMENT					

Any quoted item(s) without a 5 digit stock # is not normally stocked by USABlueBook and is not normally returnable for credit UNLESS it is determined to be defective and covered under the vendor's warranty. With this in mind, please carefully review this quote BEFORE ordering to be certain it is appropriate for your application. This quote and all sales by HD Supply Facilities Maintenance, Ltd. d/b/aUSABlueBook shall be governed exclusively by the Terms of Sale available at hdsupplysolutions.com/terms.

Please note that your order may be subject to applicable taxes based on current rates at the time your order is completed.

CONTINUED

QUOTATION

HDSFM

D/B/A USABLUEBOOK

PO Box 9004

Gurnee, IL 60031-9004

Toll free: 1-800-548-1234

Fax: (847) 689-3030

NO. 280591

Page 2

04/01/21

Ship-to: 2
CLINTON, CITY OF

415 W GARY BLVD
CLINTON OK 73601-2837
USA

Bill-to: 86972
CLINTON CITY OF
ATTN ACCT PAYABLE
PO BOX 1177
CLINTON OK 73601-1177
USA

REFERENCE #	EXPIRES	SLSP	TERMS	WH	FREIGHT	SHIP VIA
033121	04/30/21	I11	NET 30	50	FXD/PPD	FEDEXGRND

QUOTED BY: JVA | QUOTED TO: JONATHAN IMES

ITEM	DESCRIPTION	QUANTITY	UM	PRICE	UM	EXTENSION

TO ORDER --
For your convenience, you may simply sign below and return via fax to 847-689-3030. We will process your order promptly and fax a confirmation so you know we have it. If you prefer to call your order in or have additional questions or concerns, you may contact our Customer Service Department @ 800-548-1234. Please note any changes to the quantities or shipping address. Thanks for choosing USABlueBook.

Authorization Signature

PO Number (if required)

MERCHANDISE	MISC	TAX	FREIGHT	TOTAL
39619.85	.00	.00	66.90	39686.75

USE THIS QUOTE # ON PO's!