All items on this agenda, including but not limited to any agenda item concerning the adoption of any ordinance, resolution, contract, agreement, or any other item of business, are subject to amendment, including additions and/or deletions. This rule will apply to every individual agenda item without exception, and without providing this same amendment language with respect to each individual agenda item. Such amendments should be rationally related to the topic of the agenda item, or the governing body will be advised to continue the item. The governing body may adopt, approve, ratify, deny, defer, recommend, amend, strike, or continue any agenda item. When more information is needed to act on an item, the governing body may refer the matter to its City/Trust Manager, staff, attorney or to the recommending board, commission, or committee

PUBLIC NOTICE OF A REGULAR MEETING OF THE AIRPORT AUTHORITY TUESDAY, JULY 21, 2026 AT 5:30 PM COUNCIL CHAMBERS

AGENDA

Source listing: 07/21/2026
Original source: http://agendas.clintonok.gov/2026/07212026/app-agenda/index.html

1. Call to Order
2. Opening - Troy Calvert, Prayer and Joe Cloninger, American Legion Post 41, Pledge
3. Consent Agenda
    A. Minutes of July 7, 2026, Regular Meeting
4. Discussion, Consideration, and Possible Action Regarding:
    A. Airport Land Agricultural Lease Commencing with Coit Farms August 1, 2026
5. New Business (If any, pursuant to Section 311.9 of the Oklahoma Open Meeting Act.):
6. Council Comments
7. Manager's Comments
8. Audience Participation (According to Audience Participation Decorum Guidelines at Clinton City Council Public Meetings effective: 2/14/2017)
9. Adjourn

Filed this 17th day of July 2026, Posted on the lobby bulletin board July 17, 2026, at 4:00 p.m. by Amy Jones, City Clerk.

_____

Amy Jones, City Clerk

MINUTES OF AIRPORT AUTHORITY MEETING
July 7, 2026

Minutes of the regular meeting of the Chairman and Trustees of the Clinton Airport Authority, City of Clinton, Oklahoma, Custer County, held in the City Council Room, City Hall on Tuesday, July 7, 2026, at 5:30 p.m. A notice of this meeting with agenda was posted on the bulletin board in the lobby of Clinton City Hall on, July 2, 2026, at 4:00 p.m.

AGENDA ITEM No. 1. CALL TO ORDER, OPENING
Chairman David Berrong called the meeting to order at 5:31 p.m. with the following present:

CHAIRMAN: David Berrong
TRUSTEES: Erin Adams, Ernie Dowdell, Ernesto Villanueva,
TRUSTEES ABSENT: Art Lloyd
MANAGER: Robert Johnston
CITY TREASURER: Debra Blanchard
CITY ATTORNEY: Ryan Meacham
CITY CLERK: Amy Jones
NEWS MEDIA: Kyra Huckabay, Sean Stephens, Shiann Dawson
OTHERS: Gene McCullough, Brent Hester, Kent & Beth Dewees, Bobby Stewart, Fayne Sawatzky, Kevin Rother, Heidi Teeter, Ryan Driscoll, and others.

Ryan Driscoll, Church of Christ opened the meeting with prayer and Heidi Teeter, Vice-Post Commander, American Legion Post No. 41, led the Pledge of Allegiance.

AGENDA ITEM NO. 2: CONSENT AGENDA

A. Minutes from May 5, 2026, Regular Meeting
B. Consider Claims
C. Acknowledgement of the Receipt of the Financial Statement of April 30, 2026
D. Pay Application No. 5 Scott Selsor Construction, LLC Construct Hangars AIP 3-40-0021-022-2025, AIG3-40-0021-023-2025, ODAA CLK -26H-FS in the amount of $240,902.50.

Motion made by Trustee Dowdell and seconded by Trustee Villanueva to approve the Consent Agenda items.

Chairman put the motion to a roll call vote:

Aye: Adams, Dowdell, Villanueva, Berrong
Nay: None

Chairman declared the motion carried.

AGENDA ITEM 3 DISCUSSION, CONSIDERATION, AND POSSIBLE ACTION REGARDING:

None

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

None

AGENDA ITEM NO. 5: TRUSTEE REPORT

None

AGENDA ITEM NO. 6: MANAGER'S REPORT

None

AGENDA ITEM NO. 7: ADJOURNMENT

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

Chairman put the motion to a roll call vote:

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

Chairman declared the meeting adjourned at 5:35 p.m.

_____
Date Approved

_____
David D. Berrong, Chairman

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PUBLIC NOTICE OF A REGULAR MEETING
OF THE INDUSTRIAL AUTHORITY
TUESDAY, JULY 21, 2026 AT 5:30 PM
COUNCIL CHAMBERS

AMENDED AGENDA

Source listing: 07/21/2026
Original source: http://agendas.clintonok.gov/2026/07212026/app-agenda/index.html

1. Call to Order

2. Opening

3. Consent Agenda

    A. Minutes of July 7, 2026, Regular Meeting

4. Discussion, Consideration, and Possible Action Regarding:

    A. Quit Claim Deed-USDA to Clinton Industrial Authority

    B. Purchase of Property from Donelle Ratheal Wollman, as Trustee of the Donnelle Holbert Ratheal Revocable Trust dated September 10, 2001, property: SURFACE ONLY IN AND TO: The South Half of Lot 11 and all of Lot 12, Block 11 of Lancaster Addition, to…

    Purchase of Property from Donelle Ratheal Wollman, as Trustee of the Donnelle Holbert Ratheal Revocable Trust dated September 10, 2001, property: SURFACE ONLY IN AND TO: The South Half of Lot 11 and all of Lot 12, Block 11 of Lancaster Addition, to the City of Clinton, Custer County, Oklahoma according to the recorded plat thereof; And SURFACE ONLY IN AND TO: A parcel of land in the North Half of the Northwest Quarter of Section 23, Township 12 North, Range 17 W.I.M., Custer County, Oklahoma, being more particularly described by metes and bounds as follows: Beginning at a point 693 feet South and 1110 feet West of the Northeast corner of the Northwest Quarter of Section 23, being further known as the property corner of the Southeast corner of Block 11, Lancaster Addition to the City of Clinton, Oklahoma, according to the recorded plat thereof; thence Westerly along the South line of said Block 11 to a point in the center of South 10th Street, a distance of 330 feet; thence Southerly along the center of U.S.

Highway 66 a distance of 455 feet to where U.S. Highway 66 (short cut) bears Northeasterly; thence Northeasterly along the center of U.S. Highway 66 (short cut) a distance of 532.5 feet to a point 71 feet South of the Southeast corner of Block 11, Lancaster Addition; thence Northerly a distance of 71 feet to the point of beginning,

5. New Business

6. Council Comments

7. Manager's Comments

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

9. Adjourn

~~Filed this 17th day of July 2026, Posted on the lobby bulletin board July 17, 2026, at 4:00 p.m. by Amy Jones, City Clerk.~~

_____

Amy Jones, City Clerk

MINUTES OF INDUSTRIAL AUTHORITY MEETING

JULY 7, 2026

Minutes of the regular meeting of the Chairman and Trustees of the Clinton Industrial Authority City of Clinton, Oklahoma, Custer County, held in the City Council Room, City Hall on Tuesday, July 7, 2026, at 5:30 p.m. A notice of this meeting with agenda was posted on the bulletin board in the lobby of Clinton City Hall on July 2, 2026, at 4:00 p.m.

AGENDA ITEM No. 1. CALL TO ORDER, OPENING

Chairman David Berrong called the meeting to order at 5:33 p.m. with the following present:

CHAIRMAN: David Berrong
TRUSTEES: Erin Adams, Ernie Dowdell, Ernesto Villanueva,
TRUSTEES ABSENT: Art Lloyd
MANAGER: Robert Johnston
CITY TREASURER: Debra Blanchard
CITY ATTORNEY: Ryan Meacham
CITY CLERK: Amy Jones
NEWS MEDIA: Kyra Huckabay, Sean Stephens, Shiann Dawson
OTHERS: Gene McCullough, Brent Hester, Kent & Beth Dewees, Bobby Stewart, Fayne Sawatzky, Kevin Rother, Heidi Teeter, Ryan Driscoll, and others.

Ryan Driscoll, Church of Christ opened the meeting with prayer and Heidi Teeter, Vice-Post Commander, American Legion Post No. 41, led the Pledge of Allegiance.

AGENDA ITEM NO. 2: CONSENT AGENDA

A. Minutes of July 1, 2026, Special Meeting
B. Consider Claims
C. Acknowledgement of the Receipt of the Financial Statement of April 30, 2026.

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

Chairman put the motion to a roll call vote:

Aye: Adams, Dowdell, Villanueva, Berrong

Nay: None

Chairman declared the motion carried.

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

None

AGENDA ITEM NO. 4 NEW BUSINESS:

None

AGENDA ITEM NO. 5: TRUSTEE REPORT

None

AGENDA ITEM NO. 6: MANAGER'S REPORT

None

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

None

AGENDA ITEM NO. 8: ADJOURNMENT

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

Chairman put the motion to a roll call vote:

Aye: Adams, Dowdell, Villanueva, Berrong

Nay: None

Chairman declared the meeting adjourned at 5:35 p.m.

_____

Date Approved

_____

David D. Berrong, Chairman

DOCUMENTARY STAMP TAX EXEMPT
68 O.S. § 3202(3) –Deed Without Consideration

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS:

THAT, the **UNITED STATES DEPARTMENT OF AGRICULTURE** ("Grantor"), acting by and through its duly authorized representative pursuant to a Power of Attorney promulgated by the United States Department of Agriculture and published in the Federal Register of the Government of the United States in [publication, volume, page number, and publication date], for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby quitclaim, grant, bargain, sell and convey unto **THE CLINTON INDUSTRIAL AUTHORITY**, an Oklahoma Municipal Trust ("Grantee"), all its right, title, interest, estate and every claim and demand, both at law and in equity, in and to all the following property situated in Custer County, State of Oklahoma, to-wit:

SURFACE ONLY IN AND TO: All of Lot 2 of the Commerce Industrial Center, being a part of the NW 1/4 of Section 34, Township 12, Range 17 W.I.M., Custer County, Oklahoma, less and except a part of said Lot 2 being described as follows: Beginning at the Northeast Corner of said Lot 2; thence S 0°25'20"W and along the East line of said Lot 2 a distance of 200.00 feet; thence N 89°31'11"W a distance of 201.76 feet; thence N 0°12'30" E a distance of 200.00 feet to a point on the North line of said Lot 21; thence N 0°12'30"E a distance of 200.00 feet to a point on the North line of said Lot 2; thence S 89°31'11"E and along said North line a distance of 202.51 feet to the point of beginning

together with all and singular the hereditaments and appurtenances thereunto belonging.

TO HAVE AND TO HOLD the above described premises unto Grantee and to its successors and assigns forever, so that Grantor, nor any person in its name and behalf, shall or will hereafter claim or demand any right or title to the said premises or any part thereof; but they and every one of them shall by these presents be excluded and forever barred.

This Quit Claim Deed is made, executed, and delivered for the purpose of correcting that certain Quit Claim Deed recorded in Book 1822, Page 693, in the office of the County Clerk of Custer County, Oklahoma (the "Original Deed"). This Quit Claim Deed is intended to correct the individual executing this deed on behalf of Grantor and clarify that such execution is pursuant to a Power of Attorney promulgated by the United States Department of Agriculture and published in the Federal Register of the Government of the United States.

Dated this _____ day of _____, 2026.

United States Department of Agriculture

DOCUMENTARY STAMP TAX EXEMPT
68 O.S. § 3202(3) –Deed Without Consideration

By: _____

Name: _____

Title: _____

State of _____)
):ss
County of _____)

Before me, the undersigned, a Notary Public in and for said County and State, on this ____ day of _____, 2026, personally appeared _____, to me known to be the identical person who executed the within and foregoing instrument as the duly authorized representative of the United States Department of Agriculture, and acknowledged to me that he or she executed the same on behalf of Grantor pursuant to a Power of Attorney promulgated by the United States Department of Agriculture and published in the Federal Register of the Government of the United States, as his or her free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

_____
Notary Public

My commission number:
My commission expires:

CONTRACT OF SALE

THIS CONTRACT OF SALE ("Contract") is made and entered into as of the _____ day of _____, 2025, between **Donelle Ratheal Wollman, as Trustee of the Donnelle Holbert Ratheal Revocable Trust dated September 10, 2001,** ("Seller"),and the **Clinton Industrial Authority, an Oklahoma Public Trust** ("Purchaser").

1. Sale Agreement; Property. Seller hereby sells to Purchaser and Purchaser hereby purchases from Seller, on the terms stated in this Contract, the certain real property located at:

SURFACE ONLY IN AND TO: The South Half of Lot 11 and all of Lot 12, Block 11 of Lancaster Addition, to the City of Clinton, Custer County, Oklahoma according to the recorded plat thereof;

And

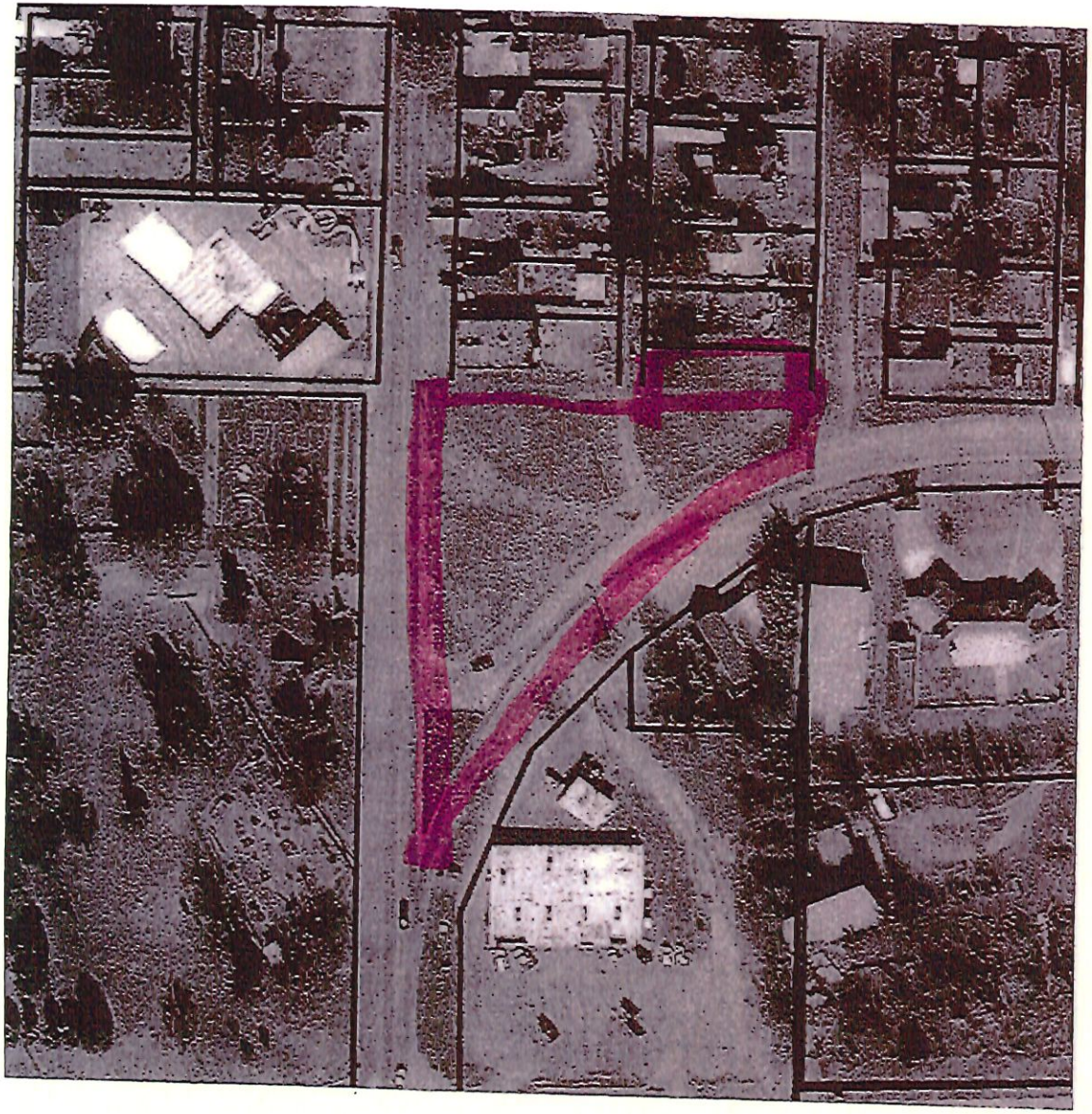
SURFACE ONLY IN AND TO: A parcel of land in the North Half of the Northwest Quarter of Section 23, Township 12 North, Range 17 W.I.M., Custer County, Oklahoma, being more particularly described by metes and bounds as follows: Beginning at a point 693 feet South and 1110 feet West of the Northeast corner of the Northwest Quarter of Section 23, being further known as the property corner of the Southeast corner of Block 11, Lancaster Addition to the City of Clinton, Oklahoma, according to the recorded plat thereof; thence Westerly along the South line of said Block 11 to a point in the center of South 10th Street, a distance of 330 feet; thence Southerly along the center of U.S. Highway 66 a distance of 455 feet to where U.S. Highway 66 (short cut) bears Northeasterly; thence Northeasterly along the center of U.S. Highway 66 (short cut) a distance of 532.5 feet to a point 71 feet South of the Southeast corner of Block 11, Lancaster Addition; thence Northerly a distance of 71 feet to the point of beginning,

(the "Property").

2. Purchase Price. Subject to the adjustments and prorations hereinafter described, the price ("Purchase Price") to be paid by Purchaser to Seller for the purchase of the Property is THIRTY FOUR THOUSAND SIX HUNDRED TWENTY EIGHT DOLLARS and 00/100 ($34,628.00). The Purchase Price will be paid in the following manner:

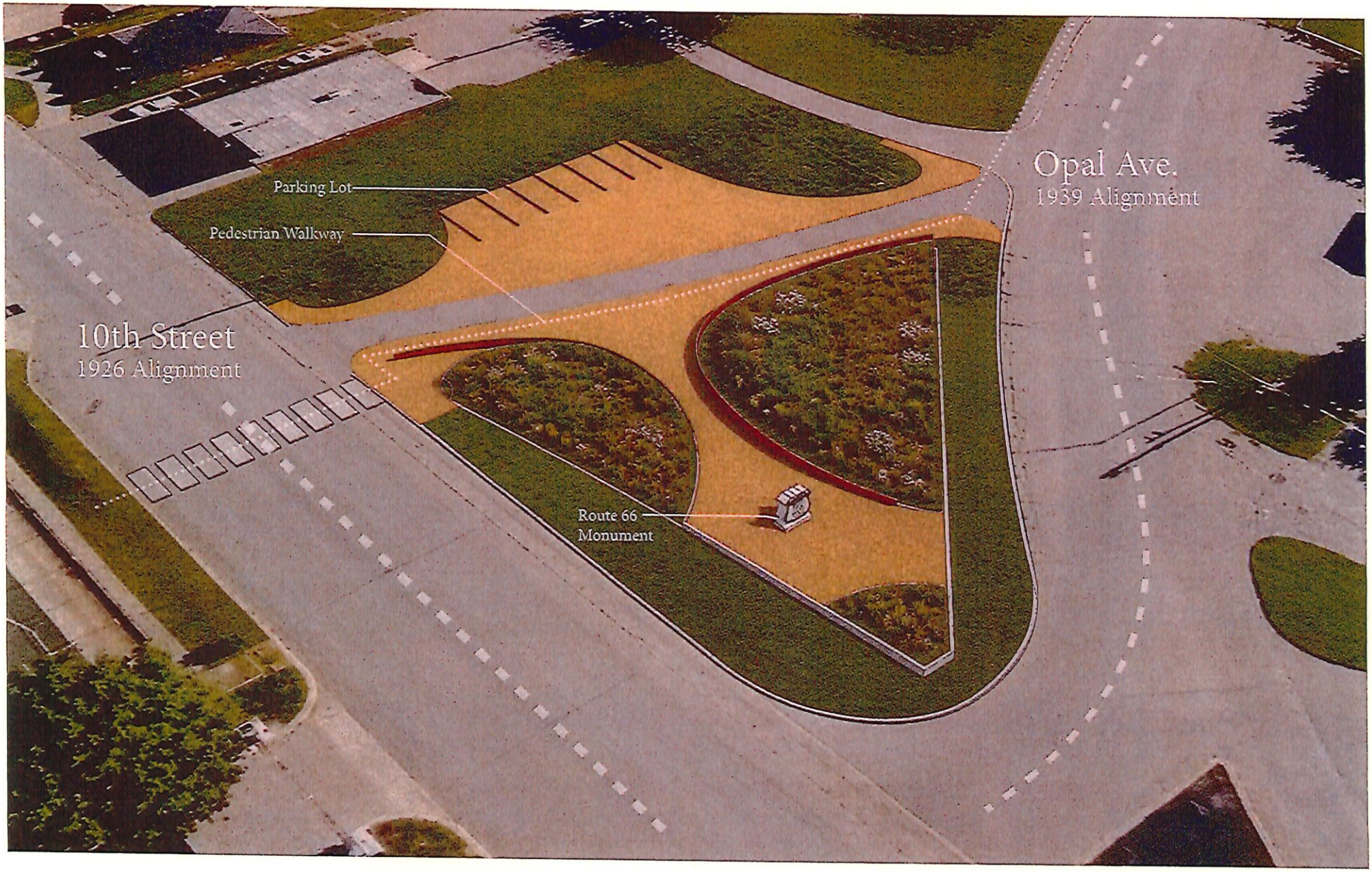
2.1 Earnest Money. At the time of Seller's execution of this Contract and delivery of same to Purchaser, Purchaser shall deposit the sum of One Hundred Dollars ($100.00) ("Earnest Money") in immediately available, current, United States funds with the Meacham Law Firm (the "Escrow Agent).

2.2 Payment at Closing. At Closing, Purchaser shall remit to Seller the balance of the purchase price.



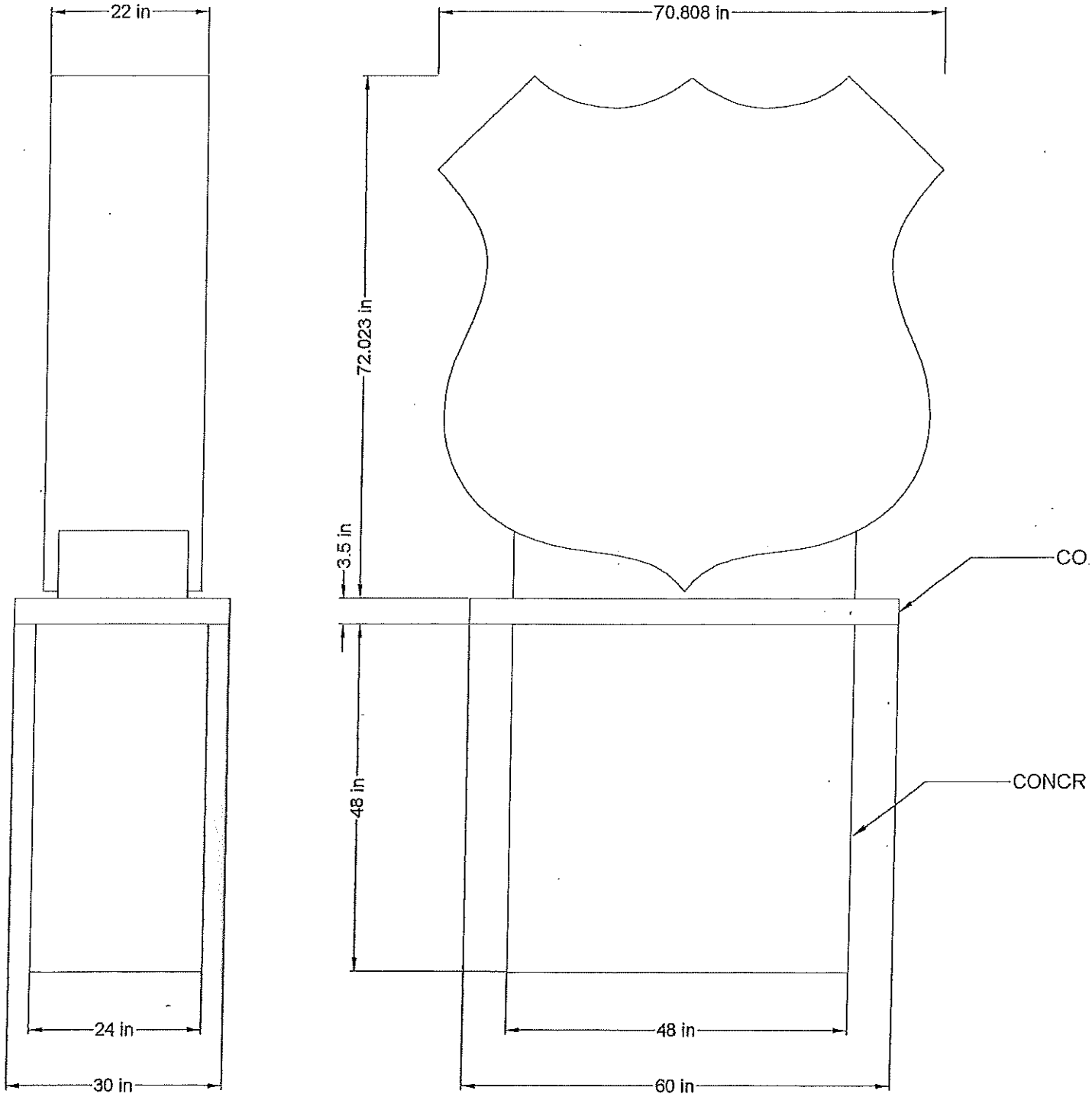
N


Mother Road Junction | Clinton, OK


Parking Lot
Pedestrian Walkway
10th Street
1926 Alignment
Opal Ave.
1939 Alignment
Route 66
Monument


OKLAHOMA
US
66

BASE DIMENSIONS




MIAMI
OKLAHOMA
66

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PUBLIC NOTICE OF A REGULAR MEETING OF THE CITY COUNCIL TUESDAY, JULY 21, 2026 AT 5:30 PM COUNCIL CHAMBERS

AGENDA

Source listing: 07/21/2026
Original source: http://agendas.clintonok.gov/2026/07212026/app-agenda/index.html

1. Call to Order

2. Opening - Troy Calvert, Prayer and Joe Cloninger, American Legion Post 41, Pledge of Allegiance

3. Consent Agenda

    A. Minutes from July 7, 2026, Regular Meeting

4. Discussion, Consideration, and Possible Action Regarding:

    A. Parkhill CDBG administration contract for #19843 CDBG 25 – Wastewater System Improvements in the amount of $48,000.00

    B. Resolution No. 1818 adopting Section 3 plan for #19843 CDBG 25

    C. Anti Displacement and Relocation plan for #19843 CDBG 25

    D. Resolution No. 1819 for #19843 CDBG 25 authorizing the mayor and/or the city manager to approve and sign invoices related to the wastewater improvements project to expedite the process of CDBG funds draw down, with the understanding that said…

    Resolution No. 1819 for #19843 CDBG 25 authorizing the mayor and/or the city manager to approve and sign invoices related to the wastewater improvements project to expedite the process of CDBG funds draw down, with the understanding that said invoices will not be paid until the board approves the invoice in a formal meeting.

    E. Land Lease Agreement with Farmrail Corporation for New Parking Lot

5. New Business (If any, pursuant to Section 311.9 of the Oklahoma Open Meeting Act.)

6. Council Comments
7. Manager's Comments
8. Audience Participation (According to Audience Participation Decorum Guidelines at Clinton City Council Public Meetings effective: 2/14/2017)
9. Adjourn

Filed this 17th day of July 2026, Posted on the lobby bulletin board July 17, 2026, at 4:00 p.m. by Amy Jones, City Clerk.

_____

Amy Jones, City Clerk

MINUTES OF THE CLINTON CITY COUNCIL REGULAR MEETING
JULY 7, 2026

Minutes of the special 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, July 7, 2026, at 5:30 p.m. A notice of this meeting with agenda was posted on the bulletin board in the lobby of Clinton City Hall on July 2, 2026, at 4:00 P.M.

AGENDA ITEM No. 1. CALL TO ORDER, OPENING

Mayor David Berrong called the meeting to order at 5:43 p.m. with the following present:

MAYOR: David Berrong
COUNCIL: Erin Adams, Ernie Dowdell, Ernesto Villanueva
COUNCIL ABSENT: Arthur Lloyd
MANAGER: Robert Johnston
CITY TREASURER: Debra Blanchard
CITY ATTORNEY: Ryan Meacham
CITY CLERK: Amy Jones
NEWS MEDIA: Kyra Huckabay, Sean Stephens, Shiann Dawson
OTHERS: Gene McCullough, Brent Hester, Kent & Beth Dewees, Bobby Stewart, Fayne Sawatzky, Kevin Rother, Heidi Teeter, Ryan Driscoll, and others.

Ryan Driscoll, Church of Christ opened the meeting with prayer and Heidi Teeter, Vice-Post Commander, American Legion Post No. 41, led the Pledge of Allegiance.

AGENDA ITEM NO. 2: CONSENT AGENDA

A. Minutes from July 7, 2026, Regular Meeting,
B. Consider Claims
C. Acknowledgement of Receipt of Financial Reports Month Ending April 30, 2026
D. Acknowdgement of Receipt of FYE 27 Clinton Regional Hospital Budget

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

Mayor David Berrong put the motion to a roll call vote:

Aye: Adams, Dowdell, Villanueva, Berrong
Nay: None

Mayor declared the motion carried.

AGENDA ITEM 3. DISCUSSION, CONSIDERATION, AND POSSIBLE ACTION(S) REGARDING:

A. Pay Application No. 5 Scott Selsor Construction, LLC, Construct Hangars AIP 3-40-0021-022-2025, AIG3-40-0021-023-2025, ODAA CLK -26H-FS in the amount of $ 244,902.50.

The Pay Application No. 5 Scott Selsor Construction, LLC Construct Hangars AIP 3-40-0021-022-2025, AIG3-40-0021-023-2025, ODAA CLK -26H-FS in the amount of $ 244,902.50 was presented for review and approval.

Motion was made by Councilmember Dowdell and seconded by Councilmember Villanueva to approve the Pay Application No. 5 Scott Selsor Construction, LLC Construct Hangars AIP 3-40-0021-022-2025, AIG3-40-0021-023-2025, ODAA CLK -26H-FS in the amount of $ 244,902.50 was presented for review and approval

Mayor David Berrong put the motion to a roll call vote:

Aye: Adams, Dowdell, Villanueva, Berrong
Nay: None

Mayor declared the motion carried.

B. Resolution 1016 Appointment of Luke Adams and Shea Meget to Terms Ending June 1, 2029, as Trustees of the Clinton Economic Development Authority (CEDA)

Motion was made by Councilmember Dowdell and seconded by Councilmember Villanueva to approve Resolution 1016 Appointment of Luke Adams and Shea Meget to Terms Ending June 1, 2029, as Trustees of the Clinton Economic Development Authority (CEDA). Councilmember Adams abstained.

Mayor David Berrong put the motion to a roll call vote:

Aye: Dowdell, Villanueva, Berrong
Nay: Adams

Mayor declared the motion carried.

C. Citizen Boards & Commissions Appointments:

ii. Planning & Zoning & Commission
iii. Board of Adjustments

The Citizen Boards and Commissions Appointment to the Planning and Zoning Commission and the Board of Adjustment s was presented for review and approval.

PLANNING AND ZONING – **Three (3) Year Term**

Mark Miner – Expires 7/1/26 New Appointment Term Expires 7/1/2029
Aaron Hemmingway -- Expires 7/1/26 New Appointment Term Expires 7/1/2029

BOARD OF ADJUSTMENTS – **Three (3) Year Term**

Donna Rother - Expires 7/1/26 New Appointment Term Expires 7/1/2029
David Mosburg - Expires 7/1/26 New Appointment Term Expires 7/1/2029

Motion was made by Councilmember Dowdell and seconded by Councilmember Villanueva to approve the Citizen Boards and Commissions Appointment to the Planning and Zoning Commission and the Board of Adjustments as presented.

Mayor David Berrong put the motion to a roll call vote:

Aye: Adams, Dowdell, Villanueva, Berrong
Nay: None

Mayor declared the motion carried.

D. Resolution 1017 Declaring Certain City of Clinton Property From the I-40 Improvement Project to Be Surplus and Authorizing Disposal

The Resolution 1017 Declaring Certain City of Clinton Property From the I-40 Improvement Project to Be Surplus and Authorizing Disposal. City Manager Johston explained that there are approximately 180 light poles that will need to be declared surplus property over the next few months. About half of the light poles are down and being stored. This resolution will provide the ability to move forward when we are ready to utilize or dispose of the light poles.

Motion was made by Councilmember Dowdell and seconded by Councilmember Villanueva to approve 1017 Declaring Certain City of Clinton Property From the I-40 Improvement Project to Be Surplus and Authorizing Disposal

Mayor David Berrong put the motion to a roll call vote:

Aye: Adams, Dowdell, Villanueva, Berrong
Nay: None

Mayor declared the motion carried.

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

None

AGENDA ITEM NO. 5: COUNCIL COMMENTS

None

AGENDA ITEM NO. 6: CITY MANAGER'S COMMENTS

City Manager Johnston reported that the city has still yet to receive written notification of the Firehouse Centennial Grant; however, notification on the CDBG grant is expected soon. He is continuing to work through with Farmrail and the West OK Coop for the parking lot for the Route 66 "Mother Road" sign east of the river bridge. He also reminded everyone to take a look at the mural that was installed today on the west side of the S&D building by the Oklahoma Arts Council. Other Route 66 Centennial projects are moving forward towards the 11/11/26 centennial celebration.

Information only.

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

None

AGENDA ITEM NO. 8: ADJOURNMENT

Moved by Councilmember Dowdell and was seconded by Councilmember Villanueva to adjourn the meeting.

Mayor put the motion to a roll call vote:

Aye: Adams, Dowdell, Villanueva, Berrong
Nay: None

Mayor declared the meeting adjourned at 5:56 P.M.

_____
Date Approved

_____
David Berrong, Mayor

Parkhill

Agreement for Professional Services

Date	7/10/2026	**Office Location:** Choose an item.	
Parkhill Job No	46101.25	Address	3226 Bart Conner Drive
Project Manager	Miranda Alamillo		Norman, OK 73072
		Phone	405.366.8541 Fax 405.843.4687

City of Clinton, (herein CLIENT), hereby engages and authorizes Parkhill, Smith and Cooper, Inc. dba Parkhill (herein PARKHILL), a corporation organized under the laws of the State of Texas and registered to do business in Oklahoma, to perform the services set forth below and pursuant to the following terms and conditions.

CLIENT and PARKHILL agree as follows:

A. Client Information

Name City of Clinton
Address 415 Gary Blvd. P.O. Box 1177
City Clinton, OK State OK Zip 73601-1177
Representative David Berrong - Mayor Phone 580-323-0217

B. Project Description (Project)

Project Name Clinton CDBG Administrative Service – Wastewater System Improvements Client PO No. [ ]
Project Address/Location 415 Gary Blvd.
City Clinton State OK Zip 73601-1177
Estimated Completion Date 8/1/2028

PARKHILL Services: Community Block Development Grant (CDBG) Administrative Services; See EXHIBIT A – SCOPE **OF SERVICES**

C. Compensation

1. PARKHILL's Lump Sum fee is estimated to be $48,000.00. Actual fee shall not exceed such estimate by more than 10% without the express written consent of CLIENT.
2. Basis of PARKHILL's fee (check one).

   [X] Lump Sum.

D. Additional Services. Additional Services are those services that are required in addition to the Scope of Services indicated in EXHIBIT A. Additional Services include, but are not limited to, archaeological field survey, specialized environmental information, additional environmental review or expansion of review due to Project location or scope change, more than one bid opening trip or more than two primary contractors or subcontractors that require more than two trips to the Project site to conduct employee wage rate interviews.

E. Standard Conditions. CLIENT accepts the **Standard Conditions** (Exhibit B) attached to this Agreement and agrees that such **Standard Conditions** are incorporated into and made a part of this Agreement.

F. Counterparts. This Agreement may be executed and delivered (including by facsimile or Portable Document Format (.pdf) transmission) in several counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument. Facsimile and other electronic copies of manually or electronically signed originals shall have the same effect as manually-signed originals and shall be binding on the undersigned parties.

G. Exhibits Included:

1. Exhibit A, "Scope of Services".
2. Exhibit B, "Standard Conditions".
3. Exhibit C, "Certificates of Insurance"

ACCEPTANCE OF AGREEMENT BETWEEN CLIENT AND PARKHILL

City of Clinton by signing this Agreement, acknowledges that it has independently assured itself of the terms of this Agreement and agrees to be bound to the terms, provisions, and other requirements thereof.

Acceptance of this Agreement is indicated by an authorized agent of the CLIENT and PARKHILL signing in the space below. Your acceptance will be recognized [by returning one signed copy to our office] [or] [by requesting us to send this document via DocuSign for your execution]. We will consider receipt of the executed agreement as authorization to proceed.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement effective on the last date signed.

PARKHILL		**CLIENT: City of Clinton**	
Signature:		Signature:	
Name:	Bryan Mitchell, PE	Name:	David Berrong
Title:	Regional Client Leader/Oklahoma Principal	Title:	Mayor
Date	7-10-26	Date:	

EXHIBIT A

SCOPE OF SERVICES
PROJECT FUNDING APPLICATION AND CDBG ADMINISTRATION

PARKHILL will provide CDBG administration services for the CLIENT. Services provided will include the following:

1. With the assistance of the CLIENT, conduct Public Hearings and complete CDBG Application. This includes, but is not limited to such things as preparing public notices and CDBG Application documents, coordination with project engineers, etc. The CLIENT is responsible for making sure notices are posted and/or published and preparing the official record of all hearings, all in accordance with applicable law. "Section 3" as used herein is defined as the Housing and Urban Development Act of 1968, as amended (Section 3).

2. Prepare Environmental Review Record for all activities. Responsibilities include making a recommendation to the local governing body as to a finding of the level of impact, preparation of all required public notices and acquiring adequate documentation for the level of finding. The Environmental Review may include exempt activities, categorically excluded not subject to activities, categorically excluded subject to activities, or full assessment activities and will document compliance with the National Environmental Policy Act (NEPA) laws and U.S. Department of Housing and Urban Development (HUD) requirements. Discuss Environmental Documents with CLIENT and obtain approval signatures from CLIENT.

    a. If during the course of the environmental review the United States Department of the Interior, Fish and Wildlife Service Agency should require a biological field survey, or if the Oklahoma Archaeological Survey Agency requires an archaeological field survey, or the US Army Corps of Engineers (USACE) requires specialized environmental information such as a wetlands study, then those costs will be the responsibility of the CLIENT and are not included in the Lump Sum fee. If an EIS (Environmental Impact Statement) is required, the cost would be the responsibility of the CLIENT, considered an Additional Service and is not included in the Lump Sum fee.

    b. If in the event an additional environmental review or an expansion of the original environmental review is required due to project location or scope of project change, these are considered an Additional Service and is not included in the Lump Sum fee. Fees must be paid by the CLIENT, not the grant. Additional fees will be based upon the level of environmental review required.

3. Assist in the preparation of all Release of Funds documents as is required by the Oklahoma Department of Commerce (ODOC)/Division of Community Affairs and Development (DCAD). Coordinate with the CLIENT the Request for Payments to be consistent with the drawdown procedures established by ODOC/DCAD for the CDBG program. PARKHILL is responsible for the preparation of all drawdowns and monthly financial expenditure reports; however, the CLIENT is responsible for record keeping including financial ledgers of all project expenditures.

4. Confirm that the CLIENT has an acceptable financial management system as it pertains to the finances of the CDBG program. An acceptable system includes but is not limited to; cash receipts and disbursements journal, and general ledger, and should conform to generally accepted accounting principles. The CLIENT is responsible for keeping the financial books on the project.

5. Establish project files in the principal office of the CLIENT. Files will demonstrate compliance with applicable State and Federal regulations. The CLIENT is responsible for keeping and maintaining the files and PARKHILL will monitor and advise the CLIENT.

6. Assist in complying with regulations governing land acquisition, rights of ways, and donation of real property. Provide guidance through the Uniform Acquisition Act.

7. Monitor the bidding process to confirm consistency with applicable state and federal regulations which include review of bidding and contract documents, coordination with the project engineer, and monitoring the bidding process to meet the Oklahoma State Competitive Bidding Act and the grant requirements.

8. Research and directly solicit Disadvantaged Business Enterprises (DBE), Woman Owned Businesses

(WOB), and Section 3 bidders thereby meeting the grant requirements.

9. Secure the Federal Secretary of Labor's wage decision (Davis-Bacon Act) from the Department of Labor at Sam.gov and confirm inclusion in bidding documents. Provide project engineer with current wage rates and grant contract number 10 days before the bid opening, implement and receive approval of a 10-day call from the funding agency to meet grant requirements. If changes to the wage rates are needed, provide the project engineer with the updated wage rates and advise them to send out an addendum notifying bidders of the change.

10. Confirm compliance with the Davis-Bacon Act and Section 3 Final Rules, codified at 24 Code of Federal Regulations (CFR) part 75 of the Federal requirements. Obtain certified weekly payroll records and Section 3 reporting documents from the construction contractor(s). This includes the certified payroll records, payroll authorization deduction forms, payroll clerk affidavits, Section 3 Employee Certification Status forms, and monthly Section 3 Summary forms. Review payroll and Section 3 documents for accuracy, maintain a payroll and section 3 hourly tracker. Endeavor to maintain compliance with the applicable Davis-Bacon Act, Section 3, and funding agency rules.

11. Attend the bid opening. Record bids, noting any discrepancies, and verify low bid amount against budget amount. Verify that the construction contractor is registered and active on the SAM.gov website. Prepare budget modification or scope change documents if needed.

    a. If more than one bid opening is required, attending additional bid openings will be considered an Additional Service and is not included in the Lump Sum fee. Additional trips will be billed at $725 per trip and are in addition to the Lump Sum fee.

12. Attend the Pre-Construction Meeting. Obtain or create minutes of the meeting. Be prepared to discuss requirements of the Davis-Bacon Act, Section 3, the American Iron and Steel (AIS), and the Buy America/Build America (BABA) Acts, and project and reporting requirements.

13. Receive from the contractor and review submitted and executed bidding forms, contract, and construction documents to confirm compliance with the AIS and BABA rules and other grant requirements.

14. Conduct on-site employee interviews with the primary contractor and any subcontractors of the Project. Compare interviews with the appropriate certified payroll records against the wage rate schedules, checking for correct hourly rate payments to employees, correct number of hours worked, and Section 3 status of employees to confirm compliance with the Davis-Bacon Act, Section 3 federal rules, and funding agency rules.

    a. If the Project has more than two primary contractors or more than two subcontractors that require more than two trips to the Project site to conduct employee wage rate interviews, making additional trips to conduct employee wage rate interviews will be considered an Additional Service and is not included in the Lump Sum fee. Additional fees of $725 per trip are in addition to the Lump Sum fee.

15. Prepare audit/monitoring documents, both financial and programmatic documents, required by the funding agency.

16. Assist in the preparation of close-out documents to include Project Completion Report, Final Wage Compliance Report, Final Section 3 Summary Report, Final Expenditure Report, Public Hearing Notice, Minutes of Public Hearing, Construction Certificate(s) of Completion, and Resolution of Grant Closeout.

END OF EXHIBIT

EXHIBIT B

STANDARD CONDITIONS

ARTICLE 1. INVOICING AND SERVICES

1.1 INVOICING

PARKHILL will submit invoices for services rendered based on the following schedule:

Environmental & Release of Funds Completed	Not to Exceed 25% of Contract
Project advertised for bids & Awarded	Not to Exceed 20% of Contract
Project Under Construction	Not to Exceed 35% of Contract (with Progress Payments)
Project completion	20% of Contract

Invoiced amounts are due upon presentation and shall be considered past-due if not paid within thirty (30) days of the due date.

If CLIENT fails to make payment to PARKHILL in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by PARKHILL.

In addition, to the extent the Oklahoma Fair Pay for Construction Act (Oklahoma Statutes, Title 61, Sections 221-227) applies to this Agreement, the Parties reserve all their respective rights, and the Parties maintain all their respective obligations established by such Act.

1.2 SERVICES DURING CONSTRUCTION

Except as expressly stated in the Scope of Work, PARKHILL shall not be responsible to supervise, direct or have control over the Work of CLIENT's or Property Owner's contractors, subcontractors or other service or material providers, including any designated general contractor of CLIENT or Property Owner or any subcontractors thereof (generally and collectively referred to as the "Contractors") nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractors nor for the Contractors' safety precautions or programs in connection with the Work. These above rights and responsibilities are solely those of and between CLIENT and the applicable Contractors. CLIENT agrees that PARKHILL is not responsible for the jobsite condition or on-site worker safety, except as otherwise expressly stated in the Scope of Work.

Except where prohibited by applicable law, PARKHILL shall not be responsible for any acts or omissions of the Contractors, including any subcontractor, any entity performing any portions of the Work or any agents or employees of any of them. PARKHILL does not guarantee the performance of any of the Contractors and shall not be responsible for the Contractors' failure to perform their applicable work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

As used in these Standard Conditions, the term "Contract Documents" refers to the construction plans, specifications, work schedules, work conditions and other matters between CLIENT and/or the Property Owner and their respective Contractors for the build-out or construction services relating to the Project.

PARKHILL shall not be required to sign any document, no matter by whom requested, that would result in PARKHILL having to certify, guarantee, or warrant the existence of conditions whose existence PARKHILL cannot reasonably ascertain. CLIENT agrees not to make resolution of any dispute with PARKHILL or payment of any amount due to PARKHILL contingent upon PARKHILL signing any such document.

1.3 HAZARDOUS MATERIALS

As used in this Agreement, the term hazardous materials shall mean any substances, including without limitation asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or

radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the project site.

Both parties acknowledge that PARKHILL's scope of services does not include any services related to the presence of any hazardous or toxic materials. If PARKHILL or any other person or entity involved in the project encounters any hazardous or toxic materials, or should it become known to PARKHILL that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of PARKHILL's services, PARKHILL may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until CLIENT retains appropriate qualified consultants and/or Contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

1.4 STANDARD OF CARE BY PARKHILL AND LIMITED WARRANTY

In providing services under this Agreement, PARKHILL shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect, as the case may be. OTHERWISE, PARKHILL MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO ITS PROFESSIONAL SERVICES RENDERED UNDER THIS AGREEMENT, AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES ARE EXPRESSLY DISCLAIMED.

CLIENT shall be responsible for all requirements and instructions that it provides to PARKHILL pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information provided by CLIENT to PARKHILL. PARKHILL may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or providing services under this Agreement, subject to any express limitations or reservations applicable to the provided items.

1.5 CLIENT RESPONSIBILITIES

CLIENT will provide PARKHILL with reasonable access to the work site. Unless specifically included in PARKHILL's Scope of Work, CLIENT will, at CLIENT's expense, apply for and obtain applicable permits in a timely manner, provide all legal services in connection with the Project, and provide environmental impact reports and assessments, if and as needed or appropriate for PARKHILL's services. CLIENT shall pay the costs of checking and inspection fees, , soils engineering fees, testing fees, surveying fees, and all other fees, permits, bond premiums, and all other charges not specifically covered by the terms of this Agreement. Any such fee or expense approved by CLIENT and that is paid for by PARKHILL shall be included in PARKHILL's invoice for amounts payable by CLIENT, and PARKHILL may require advance payment before incurring the fee or expense.

1.6 OWNERSHIP OF DOCUMENTS AND DIGITAL DATA

All reports, drawings, specifications, computer files, field data, notes, data on any form of digital data, and other records or documents prepared by PARKHILL are deemed instruments of service (collectively the "Instruments of Service") and shall remain the property of PARKHILL. PARKHILL shall retain a common law, statutory and other reserved rights, including copyrights, in and to all Instruments of Service and any derivative works thereof relating to the Project.

PARKHILL grants to CLIENT a nonexclusive, limited license to reproduce or use PARKHILL's Instruments of Service solely for the purpose of constructing, effecting, making improvements to, using and maintaining the Project; provided, however, this grant is made with the express understanding that PARKHILL shall have been paid in full for the Services rendered hereunder. CLIENT shall not use the Instruments of Service for other projects without prior written agreement of PARKHILL. CLIENT understands that the unauthorized use of Instruments of Service is prohibited, will be deemed a material breach of this Agreement and may result in liability and other adverse consequences to CLIENT. ANY UNAUTHORIZED USE OF THE INSTRUMENTS OF SERVICE SHALL BE AT CLIENT'S OR SUCH OTHER USER'S SOLE RISK AND WITHOUT LIABILITY TO PARKHILL.

1.7 UNAUTHORIZED USE OF INSTRUMENTS OF SERVICE

TO THE FULLEST EXTENT PERMITTED BY LAW, CLIENT AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS PARKHILL AGAINST ANY AND ALL LIABILITY, DAMAGES, LOSSES, OR COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND DEFENSE COSTS, TO THE EXTENT THAT THE LIABILITY, DAMAGES, LOSSES OR COSTS ARE CAUSED BY, OR ARISE OUT OF, THE ACT OR OMISSION OF THE CLIENT OR ITS OFFICERS, EMPLOYEES OR CONTRACTORS AND THEIR UNAUTHORIZED USE, REUSE OR MODIFICATION OF THE INSTRUMENTS OF SERVICE OR BY THE USE OF ANY PERSON OR ENTITY THAT ACQUIRES OR OBTAINS THE INSTRUMENTS OF SERVICE FROM OR THROUGH CLIENT WITHOUT THE WRITTEN AUTHORIZATION OF PARKHILL; PROVIDED, HOWEVER, THIS INDEMNIFICATION AND HOLD HARMLESS PROVISION SHALL NOT APPLY TO ANY LIABILITY, CLAIMS, DAMAGES, LOSSES OR EXPENSES, INCLUDING REASONABLE ATTORNEY FEES, ARISING OUT OF BODILY INJURY TO PERSONS OR DAMAGE TO PROPERTY CAUSED BY OR RESULTING FROM, IN WHOLE OR IN PART, THE NEGLIGENT ACT OR OMISSION OF THE PARKHILL, ITS OFFICERS OR EMPLOYEES.

1.8 DELIVERY OF DIGITAL DATA

In accepting and utilizing any form of digital data generated and furnished by PARKHILL, CLIENT agrees that all such digital data are Instruments of Service of PARKHILL. CLIENT is aware that differences may exist between the digital data delivered and the printed hard-copy documents. In the event of a conflict between the original signed documents prepared by PARKHILL and digital data, the original signed hard-copy documents shall govern.

Digital data created by PARKHILL through the application of software licensed for the sole and exclusive use by PARKHILL will be furnished to CLIENT in read-only format. CLIENT is responsible for obtaining and maintaining, at CLIENT's expense, software licenses as appropriate for the use of digital data provided by PARKHILL.

Under no circumstances shall delivery of digital data for use by CLIENT be deemed a sale by PARKHILL, and PARKHILL makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall PARKHILL be liable for indirect or consequential damages as a result of CLIENT's use or reuse of the digital data.

ARTICLE 2. GENERAL PROVISIONS

2.1 APPLICABLE LAW

This Agreement shall be interpreted and enforced according to the laws of the State of Oklahoma without regard to conflict of laws principles. **See** Okla. Stat. § 15-221(E).

2.2 PRECEDENCE OF CONDITIONS

Should any conflict exist between the terms herein and the terms of any purchase order or confirmation issued by CLIENT, the terms of these Standard Conditions shall prevail, unless otherwise agreed in writing by the parties with specific reference to the applicable provision of these Standard Conditions that is intended to be modified.

2.3 ASSIGNMENT

Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party (unless such assignment without consent is mandated by law), and any assignment without such written consent shall be void. Notwithstanding the foregoing, PARKHILL is expressly permitted to subcontract or assign portions of the Work or services to subconsultants that PARKHILL may select, provided that PARKHILL shall remain responsible for the Work assigned to and performed by such subconsultants. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

2.4 AMENDMENTS

This Agreement may be amended only by a written instrument, signed by both CLIENT and PARKHILL, which expressly refers to this Agreement.

2.5 DELAYS

CLIENT agrees that PARKHILL is not responsible for damages arising directly or indirectly from any delays for causes beyond PARKHILL's reasonable control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; epidemics or pandemics (including the 2019 Novel Coronavirus or COVID-19, including any on-going or re-occurring effects of same); World Health Organization alerts; declarations of a state of emergency or similar orders issued by local, state or federal government officials; fires, riots, war or other emergencies; failure of any government agency to act in timely manner; failure of performance by CLIENT or CLIENT's Contractors or consultants; discovery of any hazardous substances or differing site conditions; or any other similar or dissimilar cause beyond PARKHILL's reasonable control.

In addition, if the delays resulting from any such causes increase the cost or time required by PARKHILL to perform its services in an orderly and efficient manner, PARKHILL shall be entitled to a reasonable adjustment in schedule and compensation.

2.6 INSURANCE

PARKHILL agrees to provide Commercial General Liability, Automobile Liability, Worker's Compensation, Umbrella, and Professional Liability Insurance and General Liability Insurance during the scope of the services provided for this Project and for a period of 3 years after the completion of services and other insurance evidenced by EXHIBIT C.

2.7 MERGER, WAIVER, SURVIVAL AND SEVERABILITY

Except for amendments approved as required by this Agreement, this Agreement constitutes the entire and integrated agreement between the parties hereto and with regard to the same subject matter and supersedes all prior negotiations, representations and/or agreements, written or oral relating to the same subject matter. One or more waiver of any term, condition or other provision of this agreement by either party shall not be construed as a waiver of a subsequent breach of the same or any other provisions.

All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

The parties further intend as follows: (a) if any provision of this Agreement is held to be unenforceable, that provision will be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by applicable law, in which case that provision will be disregarded; (b) if an unenforceable provision is modified or disregarded according to this section, then the rest of the Agreement will remain in effect as written; and (c) any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable.

2.8 TERMINATION AND SUSPENSION

CLIENT may terminate this Agreement for CLIENT's convenience and without cause upon giving PARKHILL not less than seven (7) calendar days' written notice.

PARKHILL may terminate this Agreement, or may suspend Services, upon giving CLIENT not less than seven (7) calendar days' written notice following CLIENT's failure to make timely payment owed to PARKHILL as provided by this Agreement.

In addition, either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for any of the following "for cause" reasons:

1. Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party, provided that, except where the failure to perform regards CLIENT's payment obligations, the non-performing party is given written notice and description of the failure in question and a reasonable opportunity to cure of at least ten (10) but no more than thirty (30) days, and the non-performing party cures the matter within the reasonable cure period;
2. Unauthorized assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
3. Suspension of PARKHILL's services by CLIENT for more than 90 calendar days, consecutive or in aggregate;

4. Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

PARKHILL shall have no liability to CLIENT on account of PARKHILL's termination of this Agreement for any of the reasons listed in subsections 2.8.1., 2., 3. or 4. above.

In the event of termination of this Agreement by either party, CLIENT shall, within fifteen (15) calendar days of the termination date, pay PARKHILL for all services rendered and all reimbursable costs incurred by PARKHILL up to the date of termination, in accordance with the payment provisions of this Agreement.

The terminating party shall set the effective date of termination at a time sufficient (up to thirty (30) days later than otherwise provided) to allow PARKHILL to demobilize personnel and equipment from the Project, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

2.9 LIMITATION OF LIABILITY

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, AND TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER CLIENT NOR PARKHILL, THEIR RESPECTIVE OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES OR AGENTS, CONTRACTORS OR SUBCONSULTANTS SHALL BE LIABLE TO THE OTHER OR SHALL MAKE ANY CLAIM FOR ANY INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR CONNECTED IN ANY WAY TO THE PROJECT OR THIS AGREEMENT. THIS MUTUAL LIMITATION OF LIABILITY SHALL INCLUDE ALL SUCH DAMAGES THAT EITHER PARTY MAY HAVE INCURRED FROM ANY CAUSE, INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT AND BREACH OF STRICT OR IMPLIED WARRANTY.

ANY LIMITATION OF LIABILITY PROVISION IN THIS AGREEMENT SHALL NOT BE CONSTRUED TO EXEMPT ANY PARTY FOR LIABILITY, DAMAGE OR LOSS OF ANY KIND CAUSED BY THE PARTY'S FRAUD, OR WILLFUL INJURY TO THE PERSON OR PROPERTY OF ANOTHER OR VIOLATION OF LAW, WHETHER SUCH VIOLATION OF LAW IS WILLFUL OR NEGLIGENT.

2.10 THIRD-PARTY BENEFICIARIES

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or PARKHILL. PARKHILL's services under this Agreement are being performed solely for CLIENT's benefit, and there are no third-party beneficiaries of PARKHILL's services.

ARTICLE 3. DISPUTE RESOLUTION, NOTICES, AND COMMUNICATIONS

3.1 DISPUTE RESOLUTION

PARKHILL and CLIENT agree to negotiate all disputes between them in good faith for a minimum of 30 days from the date of notice. Should such negotiations fail, PARKHILL and CLIENT agree that any dispute between their arising out of, or relating to, this Agreement shall be submitted to non-binding mediation prior to the filing of any lawsuit or arbitration proceeding relating to the dispute, unless the parties mutually agree otherwise in writing.

The mediation shall be conducted remotely and by electronic video conference means, unless the parties agree in writing to mediate in person at a mutually agreeable location. The parties agree that conducting mediation by remote means shall constitute a mediation in the state where the Project is located, provided that each of the parties shall have one representative participating in the mediation while the representative is situated in the state where the Project is located. Each party shall assume its own costs associated with the mediation. The mediator's compensation and expenses and any administrative fees or costs associated with the mediation proceeding shall be borne equally by the parties, unless otherwise agreed in writing.

Notwithstanding the foregoing, none of the above Dispute Resolution processes shall prevent or deter a party from protecting or acting upon lien rights, or from seeking immediate, emergency or injunctive relief from a court of competent jurisdiction and as may be available at law or in equity.

3.2 NOTICES

All notices provided for in this Agreement shall be in writing. Any notices that are submitted by email exchanged between the parties' authorized representatives may be effective upon proof of receipt and delivery records. Each of the parties agrees to reasonably confirm receipt of notices submitted by the other party. Otherwise, all notices provided for in this Agreement shall be in writing and shall be hand delivered, mailed by certified mail, return receipt requested or sent by recognized overnight courier service to the parties at each of their respective representatives noted below, unless otherwise changed upon written notice:

PARKHILL: Miranda Alamillo, 3226 Bart Conner Dr. Norman, OK 73072, 405-336-8541, malamillo@parkhill.com

(Representative name, physical and mailing address, phone, and email)

CLIENT: David Berrong, 415 Gary Blvd. – P.O. Box 1177; Clinton, OK 73601-1177, 580-323-0217, amy.jones@clintonok.org

(Representative name, physical and mailing address, phone, and email)

3.3 ELECTRONIC SIGNATURES

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

END OF EXHIBIT

RESOLUTION No. 1818

CDBG SECTION 3 PLAN RESOLUTION
City of Clinton

WHEREAS, the **City of Clinton** has been awarded a contract from the Oklahoma Department of Commerce, Community Development Block Grant as **#19843 CDBG 25.** The **City of Clinton** is required by the Oklahoma Department of Commerce and Section 3 of the Housing and Urban Development Act of 1968 to adopt a Section 3 Plan; and

WHEREAS, the Section 3 Plan is intended to ensure, to the greatest extent feasible, that training and employment opportunities generated by the U.S. Department of Housing and Urban Development projects be given to low income residents of the Section 3 project area and that contracts for work in connection with this project be awarded to qualified Section 3 Business Concerns.

WHEREAS, it is the intention of the **City of Clinton** to implement its Community Development Block Grant project activities in accordance with all program regulations including the said Section 3 requirements.

NOW, THEREFORE, BE IT RESOLVED that the **City of Clinton** adopts the Community Development Block Grant Section 3 Plan, which is attached hereto as "Attachment A" and made a part hereof.

ADOPTED this the _____ day of July, 2026.

City of Clinton, Custer County, OK

ATTEST:

_____
Amy Jones, Clerk

BY: _____
David Berrong, Mayor

Attachment A
SECTION 3 PLAN

City of Clinton CDBG contract # 19843 CDBG 25

(Name of Grantee - Town, City, or County) agrees to implement affirmative steps to comply with the Section 3 requirements set forth at 24 CFR 75 directed at increasing the utilization of lower income residents and businesses within project site.

A.	To implement Section 3 requirements by seeking the assistance of local officials in determining the exact boundaries of the applicable project area.
B.	To attempt to recruit from within the City/County the necessary number of lower income residents through local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area.
C.	To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exits
D.	To insert this Section 3 plan in all bid documents, and to require all bidders to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals
E.	To ensure that all appropriate project area business concerns are notified of pending sub contractual opportunities
F.	To maintain records, including copies of correspondence, memoranda, etc., which document that all the above affirmative action steps have been taken.
G.	To appoint or recruit an executive official as Equal Opportunity Officer (EOO) to coordinate the implementation of this Section 3 plan
H.	To list all permanent workforce for this project by job title
I.	To list all projected workforce needs for this project by job classification and time frame for potential hire.

As officer and representative of (*grantee*) City of Clinton, the undersigned, I have read and fully agree to the above and become a party to the full implementation of this program.

David Berrong, Mayor

Chief Elected Official or designated EOO *Date*

Signature

Form 404.11
Rev. 11/2023

CITY OF CLINTON

RESIDENTIAL ANTI-DISPLACEMENT & RELOCATION ASSISTANCE PLAN

Clinton, Oklahoma will undertake activities to make improvements to the city's wastewater system project using funds provided through the Community Development Block Grant (CDBG) program. No demolition or conversion of low/moderate-income dwelling units is anticipated by the City of Clinton in conjunction with the activities assisted with these funds. Under Section 104 (d) of the Housing and Community Development Act of 1974, as Amended, if such demolition or conversion unexpectedly occurs, before obligating or expending funds that will directly result in such demolition or conversion, the City of Clinton will make public and submit to the Oklahoma Department of Commerce, (ODOC) the following information in writing:

1. A description of the proposed assisted activity; Wastewater System Improvements;

2. The location on a map, and number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as low/moderate-income dwelling units as a result of the assisted activity;

3. A time schedule for the commencement and completion of the demolition or conversion;

4. The location on a map, and number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units;

5. The source of funding and time schedule for the provision of replacement dwelling units;

6. The basis for concluding that each replacement dwelling unit will remain a low/moderate-income dwelling unity for at least 10 years from the date of initial occupancy; and

7. Information demonstrating that any proposed replacement of dwelling units with smaller dwelling units is consistent with the housing needs of low/moderate-income households in the jurisdiction.

If displacement of low/moderate-income households occurs in conjunction with the above activities financed with CDBG funds, the City of Clinton will provide relocation assistance, as described in 570.496 (b) (2) to each low/moderate-income household displaced by the demolition of housing or

by the conversion of low/moderate-income dwelling units to another use as a direct result of assisted activities.

Adopted this _____ day of July, 2026.

_____
David Berrong, Mayor

Attest:

_____
Amy Jones, City Clerk

_____ (Seal)
(Date)

Posted this _____ day of July, 2026.

_____
Amy Jones, City Clerk (Seal)

RESOLUTION No. 1819

A RESOLUTION AUTHORIZING THE MAYOR AND/OR CITY MANAGER OF THE CITY OF CLINTON TO APPROVE AND SIGN INVOICES RELATED TO THE CONSTRUCTION OF THE CDBG WASTEWATER SYSTEM IMPROVEMENTS PRJECT TO EXPEDITE THE PROCESS OF CDBG FUNDS DRAW DOWN

WHEREAS the, City of Clinton is the recipient of CDBG grant funds contract # **19843 CDBG 25;** and

WHEREAS HUD and the Oklahoma Department of Commerce require accountability of the CDBG grant funds by the grant recipient; and

WHEREAS the grant funds cannot be drawn down until the grant recipient approves the quantities and percentage of work completed; and

WHEREAS, in the interest of expediting the process of drawing down grant funds, in order to pay contractors in a timely manner and have accountability of CDBG grant funds;

NOW THEREFORE, BE IT RESOLVED that the **City of Clinton** authorizes the Mayor and/or City Manager of the **City of Clinton** to approve and sign invoices related to the construction of the CDBG Wastewater Improvements Project to expedite the process of CDBG funds draw down, with the understanding that said invoices will not be paid until the City Council approves the invoices and purchase orders in a formal meeting.

PASSED AND APPROVED by the City Council of the **City of Clinton** this _____ day of _____July__, 2026.

City of Clinton

Entity Name

By

David Berrong, Mayor

Typed Name and Title

ATTEST:

(SEAL)

Amy Jones, Clerk

Outlook

RE: City of Clinton - welcome center

From jarrett@ramsinc.com <jarrett@ramsinc.com>
Date Fri 7/17/2026 2:28 PM
To Robert Johnston <Robert.Johnston@clintonok.gov>; 'Adam Edge' <adam@ocraprojects.com>; 'Luke Adams' <ladams@ohara-adams.com>
Cc 'RAMS' <propertyservices@ramsinc.com>; 'Laci Bryant' <lacibryant@farmrail.com>; 'Devin Martin' <devinmartin@farmrail.com>

2 attachments (7 MB)
FRMC-260704 Land Lease - City of Clinton.docx; FRMC-260704 Land Lease - City of Clinton.pdf;

Robert:

Please see the attached Land lease Agreement (FMRC-260704) for the city's use of Farmrail ROW for a parking lot and beautification along RT 66 in Clinton, OK. This Agreement will be valid for a period of 10 years with two 5-year renewals or goes year to year. The Railroad will also have the right to full use of its property should they ever need it for operations expansion. We ask that you review the Agreement and if agreeable to the terms, please sign in blue ink returning a color scan or digitally. We will then execute and send an original to you for your records.

We do still need to receive the $2,000 all-in fee if you can update me on that as well.

Sincerely,

Jarrett K. Mankin
Property Services Agent
on behalf of Farmrail System, Inc.
904.448.6344 | **ramsinc.com**

From: Robert Johnston <Robert.Johnston@clintonok.gov>
Sent: Wednesday, July 1, 2026 3:29 PM
To: jarrett@ramsinc.com; 'Adam Edge' <adam@ocraprojects.com>; 'Luke Adams' <ladams@ohara-adams.com>
Cc: 'RAMS' <propertyservices@ramsinc.com>; 'Laci Bryant' <lacibryant@farmrail.com>; 'Devin Martin' <devinmartin@farmrail.com>
Subject: Re: FW: FW: [EXTERNAL] Re:

I have completed the information that I have.

LAND LEASE AGREEMENT

THIS LEASE, made this 6th day of **July 2026**, (**Effective Date**), by and between **Farmrail Corporation**, whose mailing address is **P.O. Box 1750, Clinton, OK 73601**, hereinafter called **"Railroad"**, and **City of Clinton**, whose mailing address is **415 Gary Blvd, Clinton, OK 73601,** hereinafter called **"Lessee"**,

WITNESSETH:

WHEREAS, for and in consideration hereinafter agreed by Lessee, and for the covenants and agreements herein to be kept and performed by Lessee, Railroad hereby leases unto Lessee, solely for the purpose herein expressed, certain vacant and/or unimproved land, owned by Railroad, referred to hereinafter as the **"Premises"**, in **Clinton, Custer County, State of Oklahoma** located near railroad **Milepost 680.70** as indicated on map depictions marked **Exhibit A**, attached hereto and hereby made part hereof.

1. USE:

   1.1 Lessee shall use and maintain approximately 11,250 square feet of railroad property to be used as a public parking lot, ingress/ egress and for beautification, hereinafter called "Premises", as identified on Exhibit A.

2. FEES:

   2.1 Lessee will pay a one-time contract preparation and administration fee of **Two Thousand U.S. Dollars ($2,000).**

3. TAXES ON LESSEE'S PROPERTY:

   3.1 Lessee shall pay the full amount of any and all taxes – Federal, State, County, Municipal and Special – levied or assessed on the Premises. All necessary payment, listing and other duties in connection with the taxation of said Premises shall be performed by Lessee.

   3.2 If taxes on said Premises are levied against and paid by Railroad, Lessee shall reimburse Railroad for the full amount thereof as additional rental within thirty (30) days after presentation of bills from Railroad therefor.

4. TERM:

   4.1 This Lease shall become effective as of the date above and shall continue in effect thereafter for a period of ten (10) years, the "**Initial Term**". Once the Initial Term has expired, by Lessee's ninety (90) day notice to and written acceptance by Railroad, this Lease may be renewed by either party for two (2) successive renewal terms of five (5) years each, the "**Renewal Term**". In order for any one Renewal Term to put into effect, both parties must agree in writing to such renewal of this Lease.

   4.2 After the Initial Term, without the first successive Renewal Term having been exercised, or by the ending of the second Renewal Term, this Lease will continue year to year unless and until terminated by thirty (30) days written notice by registered or certified mail from either party to the other. This Lease will also be immediately revocable upon Lessee's default and failure to comply with the terms and conditions of this Lease.

5. APPROVAL OF PLANS, MAINTENANCE, REPAIRS:

5.1 Lessee shall not make, or permit to be made, any building, structure, signage, advertisement, improvements or alterations on or to the Premises without the prior written approval and consent of Railroad. Lessee shall provide Railroad with detailed plans and specifications for any such structures, etc., for approval and consent.

5.2 All work by Lessee or Lessee's contractors pursuant to this Lease shall be performed in good and workmanlike manner and in compliance with all applicable code provisions.

5.3 All consents or approvals of Railroad as to construction, alteration or clearance plans, or standards of satisfaction of Railroad required hereunder, shall be secured from Railroad at the address above, or Railroad's designated representative, unless otherwise provided herein or by separate notice.

5.4 All other notices or written proofs, advice, etc. required hereunder to be given to Railroad shall be addressed to Railroad at the address above, unless otherwise provided herein or by separate notice.

5.5 Neither the approval by Railroad of any improvements or installations made by Lessee or Lessee's contractor, nor the failure of Railroad to object to any work done, any material used, or the method of construction installation, shall be construed as an admission of responsibility by Railroad or as a waiver of any of Lessee's obligations under this Lease.

6. TRACK CLEARANCE:

6.1 Lessee shall not erect or place or allow to be erected or placed any structures, fixtures or obstructions of any kind (including parked vehicles), either temporary or permanent, on or over the Premises, within twenty-two feet (22') horizontally of the centerline of the nearest track over which Railroad operates, unless a lesser clearance is provided for on said attached plan or the written consent of Railroad that shall hereafter be obtained. Nothing herein shall be construed to permit any clearance less than the minimum required by any applicable law or regulation.

6.2 This Lease does not grant ingress and egress access or temporary and/ or permanent installations, either by person, structure or vehicle, over Lessee's railroad tracks, ties or operating roadbed within 22' from centerline, except at existing private road crossing.

6.3 All under track installations shall be permitted as provided in Article 9 and constructed and maintained in a manner satisfactory to Railroad. All wires suspended over any tracks shall be placed and maintained only at the elevations and in accordance with the standards prescribed by the National Electric Safety Code (NESC). Any revenues arising from any such installations shall be solely for the benefit of Railroad.

7. PERMITS, ORDINANCES, REGULATIONS, ETC.:

7.1 Lessee, at Lessee's sole cost and expense, shall secure all necessary permits, including but not limited to zoning, building, construction, health, safety or environmental matters, letters or certificates of approval. Lessee expressly agrees and warrants that it shall conform and limit its activities to the terms of such permits, approvals and authorizations, and shall comply with all applicable ordinances, rules, regulations, requirements and laws of any Federal, State, County, or Local governmental authority having jurisdiction over the Premises or Lessee's use thereof.

7.2 Lessee assumes all liability for failure to so comply or to secure necessary permits and shall further defend, indemnify and hold Railroad harmless from any violation, penalty, levy, fine, assessment or charge, however denominated, and all costs of defense of compliance with any citation, summons, order or violation notices, including any such citation, order, etc. issued after termination of this Lease for any act, omission or event occurring during the Lease term.

7.3 Lessee shall provide Railroad with copies of any permits or authorizations Lessee obtains in compliance with any laws, ordinances, codes or regulations applicable to the prevention or control of discharge of pollutants or contaminants into the environment (land, water or air) in connection with Lessee's use of the Premises. Lessee shall also promptly provide Railroad with a copy of any notice served upon Lessee from/by any governmental authority claiming violations of any such law, ordinance, code or regulation, or requiring or calling attention to the need for any work, construction, alteration or installation on or in connection with the Premises in order to comply with any such law, ordinance, code or regulation.

8. DRAINAGE:

8.1 If the Premises, or any portion thereof, is part of Railroad's drainage facilities for railroad corridor or right-of-way, Lessee, during the continuance of this Lease, shall maintain any segment of Railroad's railroad drainage facilities located within the limits of Premises and make proper accommodations that water flow away from Railroad's track structures.

9. SERVICES UTILITIES:

9.1 Railroad will be under no obligation to furnish the Premises with electricity or other utility services and supplies that may be necessary or desirable in connection with Lessee's use and occupancy of the Premises. Lessee shall contract directly with any utility company for such services and supplies, and Lessee shall pay for the same directly, and shall defend, indemnify and hold Railroad harmless from such costs or expenses, and shall reimburse Railroad as additional rent any costs of, or charges for, such utilities paid by Railroad.

9.2 Except as provided in Article 10, Lessee shall not use, for utility lines or otherwise, any property of Railroad other than the Premises without first obtaining Railroad's prior written consent and complying with all requirements of Railroad applicable thereto. Utility company that Lessee contacts to provide such service shall obtain application and permit requests directly from Railroad.

10. PIPELINES AND WIRELINES:

10.1 Railroad reserves the right at all times to maintain existing and/or construct new, and to permit others to maintain and/or construct, overhead and/or underground pipelines and/or wirelines upon or across the Premises, and to use, repair, renew and remove the same.

10.2 However, Lessee shall be responsible for verification of location of all utilities and for coordination of any construction or excavation by Lessee with the owner of such pipelines or wirelines.

10.3 Any pipeline and/or wireline of Lessee crossing under or over tracks or right-of-way of Railroad must be covered separately by Railroad's standard pipeline and/or wireline agreements.

11. CLAIM OF TITLE:

11.1 Lessee shall not at any time own or claim any right, title or interest in or to the Premises, nor shall the exercise of this Lease for any length of time give rise to any right, title or interest in or to the Premises, other than the leasehold herein created.

12. LIENS:

12.1 Lessee is specifically denied the right, authority or power to create a lien upon the Premises or any title interest or portion thereof under any lien law or otherwise, and shall so specify in all contracts let by Lessee for any construction, erection, installation, alteration, maintenance or repair of any building or other improvement on the Premises.

12.2 Lessee shall pay all debts incurred to, and shall satisfy all liens of contractors, subcontractors, mechanics, laborers and material suppliers arising from any construction, alteration, maintenance and/or repair on and to the Premises and any improvements thereon, whether by or at the direction of Lessee, and shall indemnify, defend and hold Railroad harmless against all legal costs and charges, including reasonable counsel fees, in any suit involving any lien, the enforcement or removal thereof, or encumbrance caused by the same, with respect to the Premises or any part thereof.

13. TERMINATION, REMOVAL, COSTS:

13.1 All rights which Lessee may have hereunder shall cease and end upon the date of (a) termination, (b) revocation, and/or (c) upon vacation of the Premises by notice to Railroad. However, termination or revocation of this Lease shall not affect any claims and liabilities which may have arisen or accrued hereunder, and which at the time of termination or revocation have not been satisfied; neither party, however, waiving any third-party defenses or actions

13.2 Upon termination of this Lease, by expiration of term or any reason, Lessee shall vacate said Premises and remove therefrom all structures, other improvements and contents thereof, placed thereon by Lessee or which were located thereon as of the first day of this Lease (other than buildings, structures, tracks, other track materials, rail facilities and/or improvements designated by Railroad as owned by Railroad), all at Lessee's sole risk, cost and expense. Lessee shall clear all debris resulting from such removal and shall clear and restore said Premises to a condition satisfactory to Railroad. Such removal shall include the removal of all structures and facilities whether on the surface or underground to ground level, and the filling of all excavations and holes, which shall be tamped, compacted and graded uniformly.

13.3 Lessee shall complete such vacation and removal within sixty (60) days after the termination or expiration of said Lease.

13.4 Upon failure of Lessee to effect such removal, all structures and improvements and contents thereof may, at the option of Railroad, be considered and treated as having been abandoned by Lessee, and upon the written exercise of such option by Railroad, the ownership of same shall be considered surrendered to Railroad.

13.5 Upon failure of Lessee to completely remove all such structures, other improvements or contents thereof, ownership of which, under the above option, did not pass to Railroad, and Lessee's failure to restore said Premises to a condition satisfactory to Railroad, as provided herein, Railroad may remove all structures or improvements, and contents and debris, and restore said Premises to the condition aforesaid, at the sole risk, cost and expense of Lessee, which cost and expense Lessee hereby agrees to pay to Railroad on demand.

13.6 At the sole option of Railroad, at or after termination, Railroad may obtain, at Lessee's cost, the service of an independent, qualified consultant and state-approved laboratory to sample and test any visibly contaminated area of the Premises to ensure that the Premises are returned to Railroad reasonably free from pollution-induced conditions. However, failure by Railroad to sample and/or test shall not be construed as a waiver of any claim established by law, or of any other provision or condition of this Lease.

14. RISK, LIABILITY, INDEMNITY:

14.1 Lessee hereby assumes, and releases and waives any right to ask for or demand damages for or on account of, and agrees to protect, save harmless, defend and indemnify Railroad from and against all claims and liability for:

(A) all loss and damage to any property whatsoever, including property of Lessee, property of Railroad and of all other persons whomsoever, placed or stored upon the Premises and the loss of or interference with any use or service thereof;

(B) all loss and damage on account of injury to or death of any person whomsoever, including but not limited to employees and patrons of the parties hereto and all other persons whomsoever on the Premises;

(C) all consequential loss or damage occurring off the Premises but arising from acts or events on the Premises; and

(D) all costs and expense thereof, including reasonable attorneys' fees and court costs;

caused by, arising out of or resulting in any manner from the condition, existence, use or occupancy of the Premises and any adjoining lands used by Lessee, regardless of cause and except when caused by, arising out of or resulting from any fault, failure or negligence of Railroad or otherwise.

14.2 Notwithstanding any other provisions herein, Lessee agrees to defend, indemnify and hold Railroad harmless from all claims, costs and expenses, including reasonable attorneys' fees and costs, as a consequence of any incident resulting in the pollution of air, water, land and/or ground water arising from or in connection with this Lease or Lessee's use of the Premises or property adjacent to the Premises, including any claim or liability arising under federal or state law dealing with the pollution of air, water, land and/or ground water or the remedy thereof or from Lessee's failure to secure and comply with permits required under Article 7 hereof.

15. RAILROAD:

15.1 The term "Railroad" shall include any other company or companies whose property at the aforesaid location may be leased or operated by Railroad.

15.2 All obligations of Lessee under this Lease to release, defend, indemnify and hold Railroad harmless shall also extend to officers, agents and employees of Railroad, and to companies and other legal entities that control, are controlled by, are subsidiaries of, or are affiliated with, Railroad, and respective officers, agents and employees of such companies or entities.

16. NOTICE:

16.1 Lessee shall give Railroad at least five (5) days written notice before doing any work of any character hereunder on Railroad's property, except that in cases of emergency shorter notice may be given to Railroad. Such notice shall be sent or delivered to:

Farmrail Corporation
P.O. Box 1750
Clinton, OK 73601
(580) 323-1234
Attn: Laci Bryant

With a copy to:

RAMS, Inc.
1629 Race Track Rd. Suite 206
St. John's, FL 32259
(904) 448-6344
Attn: Jarrett Mankin

16.2 In addition to the five (5) days written notice, prior to entering the Railroad's property, Lessee will provide daily notification to Mr. Devin Martin, General Manager of Operations at:

Office Phone: (580) 323-1234
Cell Phone: (580) 547-9190
Email: devinmartin@farmrail.com

Such notification must be acknowledged and permission received from the Railroad in each instance that Lessee will occupy Railroad's property for any reason or cause.

16.3 All other notices and communications concerning this Agreement shall be addressed to Lessee and to Railroad at the address first written above, or at such other address as either party may designate in writing to the other.

16.4 All notices under this Section 16 shall be in writing and sent via certified mail or email record of any such receipt or approval given.

17. INSURANCE, LIABILITY, CONTRACT, ETC.:

17.1 As a condition of occupation or use of the Premises for the permitted use, Lessee will add Railroad to its existing Public Liability or Commercial Liability Insurance, or Lessee shall procure, and shall also maintain during continuance of this Lease, at its sole cost and expense, a policy of Public Liability or Commercial Liability Insurance, naming Lessee as insured and Railroad as additional insured, covering liability under this Lease. Coverage of not less than **Three Million U.S. Dollars ($3,000,000)** Combined Single Limit per occurrence for bodily injury and property damage is recommended as a prudent minimum to protect Lessee's assumed obligations hereunder. If said policy does not automatically cover Lessee's contractual liability under this Lease, a specific endorsement adding such coverage shall be purchased by Lessee. If said policy is written on a "claims made" basis instead of an "occurrence" basis, Lessee shall arrange for adequate time for reporting losses. Failure to do so shall be at Lessee's sole risk.

17.2 Licensee shall also carry Environmental Legal Liability insurance including coverage with a combined single limit of $5,000,000 each occurrence and an aggregate limit of at least $5,000,000 for bodily injury, property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed, cleanup costs, and defense, including costs and expenses incurred in the investigation, defense or settlement of claims or compliance with applicable statutes, all in connection with any loss arising from the insured's performance under this Agreement

17.3 If Lessee contracts for new construction or structural alteration to the Premises, Lessee shall provide or shall cause its contractors to provide, prior to commencement of any construction activity, and maintain during the period of construction and all related activities, at no cost to Railroad, a policy of Owner's Protective Liability Insurance designating Railroad as insured, with a limit of not less than **Three Million U.S. Dollars ($3,000,000)** Combined Single Limit per occurrence for all bodily injury and property damage liability. If the construction or alterations involve an exposure to train operations on tracks of Railroad, the insurance shall be written on the ISO/RIMA Form (ISO Form CG-00-35, or current) of Railroad Protective Insurance, with Pollution Exclusion Amendment (ISO Endorsement No. CG-28-31), having a limit of not less than **Three Million U.S. Dollars ($3,000,000)** Combined Single Limit per occurrence for bodily injury and property damage during each annual policy period. The original protective liability policy shall be submitted to and approved by Railroad, at the address above prior to commencement of the construction or alteration.

17.4 Railroad may at any time request evidence of insurance purchased by Lessee to meet requirements of this Article, and may demand that Lessee purchase insurance deemed adequate by Railroad, but not to exceed the limits of this Article. Failure of Lessee to comply within thirty (30) days of Railroad's demand shall be a default subject to termination provisions of Article 13. Furnishing of insurance by Lessee shall not limit Lessee's liability under this Lease but shall be additional security therefor.

18. BREACH WAIVER:

18.1 No waiver by Railroad of any breach of any covenant, condition or agreement herein contained shall operate as a permanent waiver of such covenant, condition or agreement itself, or of any subsequent breach thereof.

18.2 If Railroad shall institute collection or litigation proceedings, and a compromise or settlement thereof shall be made, the same shall not constitute a permanent or general waiver of any covenant herein contained nor of any of Railroad's rights hereunder unless so expressed in writing by Railroad. No re-entry by Railroad after a breach shall be considered an acceptance of a surrender of this Lease, unless so expressed by Railroad in writing.

18. SUCCESSORS AND ASSIGNS, LIMITS ON TRANSFER, SUBLEASE OR AGREEMENT:

18.1 The rights herein conferred are the privilege of Lessee only, and Lessee shall obtain Railroad's prior written consent to any assignment of Lessee's interest herein, which consent shall not be unreasonably withheld.

18.2 Subject to Section 18.1, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns, or heirs, legal representatives and assigns, as the case may be.

18.3 Lessee shall give Railroad written notice of any legal succession (by merger, amalgamation, consolidation, reorganization, etc.) or other change of legal existence or status of Lessee, with a copy of all documents attesting to such change or legal

succession, within thirty (30) days thereof. Any change of legal existence, including a name change, of Lessee will be acknowledged by the assignment of this Agreement or a new Agreement prepared to provide for the continuation of this license and permit.

18.4 Railroad expressly reserves the right to assign this Agreement, in whole or in part, to any grantee or vendee of Railroad's underlying property interests in the Premises, upon notice thereof to Lessee.

18.5 In the event of any unauthorized sale, transfer, assignment, sublease or encumbrance of this Agreement, or any of the rights and privileges hereunder, Railroad, at its option, may revoke this Agreement at any time within six (6) months after such sale, transfer, etc., by giving Lessee or any such assignee written notice of such revocation; and Lessee shall reimburse Railroad for any loss, cost or expense Railroad may incur as a result of Lessee's failure to obtain said written consent.

18.6 In the event of sale or other conveyance by Railroad of its right-of-way, across, under or over, which the Premises are located, Railroad's conveyance shall be made subject to the right of Lessee to continue to occupy the Premises on the specific right-of-way, and to operate, maintain, repair, renew, use, alter or change thereon and to remove therefrom the facilities of Lessee, subject to all other terms of this Agreement.

19. MISCELLANEOUS:

19.1 This Lease is executed by all parties under current interpretation of any and all applicable Federal, State, County, Municipal, or other local statute, ordinance, or law. Further, each and every separate division, paragraph, clause, item, term, condition, covenant or agreement herein contained shall have independent and severable status from each other separate division, or combination thereof, for the determination of legality, so that if any separate division herein is determined to be unconstitutional, illegal, violative of trade or commerce, in contravention of public policy, void, voidable, invalid or determination shall have no effect upon the validity or enforceability of each and every other separate division contained, or any other combination thereof.

19.2 This Lease shall cancel and supersede any former lease agreement or understanding either spoken or written.

(remainder of this page left intentionally blank)

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed, in duplicate or digitally, as of the day and year first above written.

Witness for Railroad:

_____

Farmrail Corporation

By: _____
Jarrett Mankin
Director - Real Estate

Witness for Licensee:

_____

City of Clinton

By: _____

Name: _____

Title: _____