

City of Clinton

Meetings

December 15, 2020



PUBLIC NOTICE OF MEETING

REGULAR MEETING OF CLINTON AIRPORT AUTHORITY

TUESDAY, DECEMBER 15, 2020

CLINTON CITY HALL

5:30 P.M.

AGENDA

1. Call to Order
2. Opening Prayer/Pledge

Dan Day

Donald Miller, Commander, American Legion Post 41

3. Consent Agenda

A. Consider approval of Minutes of December 1, 2020

4. Consideration and Potential Items:

A. Amendment No. 2 to Owner-Engineer Agreement for a FAA-NPE/OAC Grant-Funded Project to Rehabilitate Terminal Apron (OAC CLK-22-FS AEP 3-40-0021-018-2021)

B. "Minimum Standards and Requirements for Aeronautical Services and Activities for the Clinton Regional Airport, Clinton, OK"

5. Trustee's Report
6. City Manager's Report
7. Adjournment

Filed this 11th day of December, 2020.

Posted on the bulletin board in the lobby of the Clinton City Hall on

December 11th, 2020, 4:45 A.M./P.M. (P.M.)

Amy E. Jones
Amy E. Jones, City Clerk

**MINUTES OF AIRPORT AUTHORITY MEETING
DECEMBER 1, 2020**

Minutes of the regular meeting of the Chairman and Trustees of the Clinton Airport Authority City of Clinton, Oklahoma, Custer County, held in the City Council Room, City Hall on Tuesday, December 1, 2020, at 5:30 p.m. A notice of this meeting with agenda was posted on the bulletin board in the lobby of Clinton City Hall on November 25, 2020.

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

CHAIRMAN: David Berrong

TRUSTEES: Patch McComas, Ernie Dowdell, Arthur Lloyd, Chris Jones

MANAGER: Robert Johnston

CITY TREASURER: Debra Blanchard

CITY ATTORNEY: Ryan Meacham

CITY CLERK: Amy Jones Absent

DEPUTY TREASURER: Shona Stermer

NEWS MEDIA: Mike Smith and others

OTHERS: Paul Rinkel, Gene McCullough, Johnny O’Conner, Bobby Stewart, Judy Stewart, Lana Johnston, Pat Peters and others.

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

AGENDA ITEM NO. 3: CONSENT AGENDA

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

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

Chairman put the motion to a roll call vote:

Aye: McComas, Jones, Dowdell, Lloyd, Berrong

Nay: None

Chairman declared the motion carried.

AGENDA ITEM NO. 4: ACTION ITEMS

None

AGENDA ITEM NO. 5: TRUSTEE REPORT

None

AGENDA ITEM NO. 6: CITY MANAGER’S REPORT

None

AGENDA ITEM NO. 7: ADJOURNMENT

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

Chairman put the motion to a roll call vote:

Aye: Dowdell, Jones, Lloyd, McComas, Berrong

Nay: None

Chairman declared the meeting adjourned at 5:32 pm.

Amy Jones

From: Toby Baker <Toby.Baker@connectcec.com>
Sent: Wednesday, December 2, 2020 4:11 PM
To: Robert Johnston
Cc: Amy Jones; Tracy Yoder; Craig Boyer
Subject: CEC Amendment
Attachments: Amendment No. 2 - signed by CEC.pdf

Robert,

Please find attached the proposed contract amendment for the Terminal Apron Rehab project. As discussed, this project will be funded by a combination of FAA and OAC grant funds. You'll recall that the FAA grants are a 90/10 split, and the OAC's 95/5. Typically, the OAC has us include the professional fees under their grant, and has us put the FAA funds towards the construction project. For purposes of your agenda write-up, it may be best to state that the fees will ultimately be reimbursed at no less than 90%, and potentially up to 95%. It all depends on how the OAC has us structure the final grant application. In the end, the City's net share of the project will remain the same, either way.

If the amendment is agreeable, please include it on the next possible Council agenda. Upon Council approval, please return an executed copy to me (scanned is fine for us).

Please let me know if you have any questions.

Thanks,
Toby

Toby Baker, P.E.
Airports Practice Leader
CEC Corporation
OKC | Tulsa | Duncan | N. Dallas
T: 405.753.4641
www.connectcec.com



Disclaimer: This email communication and accompanying attachments contain information from CEC Corporation and are intended for the sole use of the individual or entity identified above and may be confidential, privileged or exempt from disclosure under applicable law. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or use of the contents of this email information is strictly prohibited. If you received this email in error, please notify us immediately and delete this email and any attachments. This message shall not be construed as official project information or direction except as expressly provided in the contract documents.

AMENDMENT NO. 2 TO OWNER-ENGINEER AGREEMENT

Subject of Amendment: Airport Improvement

1. Background Data:

- a. Effective Date of OWNER-ENGINEER Agreement: **March 3, 2020**
- b. OWNER: **City of Clinton**
- c. ENGINEER: **CEC Corporation**
- d. Project: **Rehabilitate Terminal Apron
OAC CLK-22-FS
AIP 3-40-0021-018-2021**

2. Nature of Amendment

Additional Services to be performed by ENGINEER

3. Description of Amendment

See Attachment 1, "Additions"

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

OWNER: **City of Clinton**

ENGINEER: **CEC Corporation**

_____ *Toby J. Baker* _____

By: **David Berrong** _____

By: **Toby Baker, P.E.** _____

Title: **Mayor** _____

Title: **Airports Practice Leader** _____

Date Signed: _____

Date Signed: **12/2/20** _____

Clinton Regional Airport

This is **Attachment 1**, consisting of 1 page, to **Amendment No. 2**,
dated _____.

Initial:
OWNER _____
ENGINEER TJB

Additions

- A1. ENGINEER shall perform the following Additional Services for **Clinton Regional Airport**:
- a. OAC Grant Administration
 - b. Field Survey
 - c. Geotechnical Investigation and Report
 - d. Engineering Plans and Specifications
- A2. For the Additional Services set forth above, OWNER shall pay ENGINEER the following additional compensation:
- a. Lump Sum \$ 4,800.00
 - b. Lump Sum \$ 4,000.00
 - c. Lump Sum \$ 3,400.00
 - d. Lump Sum \$ 31,500.00

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Toby J. Baker

By: **David Berrong**

By: **Toby Baker, P.E.**

Title: **Mayor**

Title: **Airports Practice Leader**

Date Signed: _____

Date Signed: **12/2/20**


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 - c. Lump Sum \$ 3,400.00
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AIRPORT				1. SPONSOR INFORMATION			
Clinton Regional Airport				Mayor (or Authorized Representative) David Berrong		Term Expiration	
			LOCAL PRIORITY NUMBER 1	Physical Street Address (no PO Box) 415 Gary Boulevard			
				City Clinton		State OK	Zip 73601
			Phone 580-323-0261	Fax 580-323-7873	E-mail mark.skiles@clintonokla.org		
2. LOCAL CONTACT INFORMATION				3. CONSULTANT INFORMATION			
Name Mark Skiles		Title/Position City Manager		Company/Firm Name CEC Corporation			
Phone Number 580-323-0261		Fax 580-323-0346		Point of Contact Toby J. Baker, P.E.		Phone 405-753-4641	
Alternate Phone None	E-mail mark.skiles@clintonokla.org			Fax 405-260-9504	E-mail toby.baker@connectcec.com		
Mailing Address P.O. Box 1177				Mailing Address 4555 West Memorial Road			
City Clinton		State OK	Zip 73601	City Oklahoma City		State OK	Zip 73142
4. OVERALL DEVELOPMENT OBJECTIVE (ODO)							
State the Overall Development Objective (ODO) as described in FAA Order 5100.39A, paragraph 7 and Appendix 6.							
Reconstruct T-Hangar Aprons (RE AP IM 58)							
NOTE: For a development project to be considered eligible for federal funding, the development must be shown on an approved Airport Layout Plan (ALP) or Airport Layout Drawing (ALD) and have a favorable environmental determination.							
4a. ODO COMPONENT WORK ITEMS							
List all component work items associated with ODO execution						Grant Amount and/or Estimated Cost	
Please see attached Preliminary Cost Estimate							
						Total FAA 367,695	
						City 40,855	
ODO Estimated Total Cost						\$ 408,550	
4b. ODO PROJECT/PHASE DRAWING/SKETCH							
Attach an 8½"x11" or 11"x17" sketch depicting the limits of each proposed development project/phase in relation to the airport. Shading, hatching or color-coding a reduced Airport Layout Plan (ALP) is ideal. For projects involving land acquisition, attach a copy of the airport's property map (Exhibit A) identifying the parcel(s) and/or easement(s) to be acquired.							
4c. ODO PROJECT/PHASE JUSTIFICATION							
Attach FAA Form 5100-100 PART IV – PROGRAM NARRATIVE (or its equivalent) describing the need, method of accomplishment and benefit expected.							
5. IMPACTS							
Describe impacts to navigational aids, approach procedures, environmental concerns, utilities etc. associated with ODO execution.							
None							
6. COST ESTIMATE							
For each component work item listed above that the Sponsor is pursuing receipt of a federal grant in the upcoming federal fiscal year, attach FAA Form 5100-100 PART III – BUDGET INFORMATION – CONSTRUCTION, SECTION B -CALCULATION OF FEDERAL							

Completed By: Mark Skiles with Assistance from CEC

Date: 11/20/19

(Print Name)

FOR FAA USE		
Date Received:	Date Loaded:	Program Manager's Initials:

PART IV
PROGRAM NARRATIVE

(Suggested Format)

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 2120-0569

PROJECT: Reconstruct T-Hangar Aprons

AIRPORT: Clinton Regional Airport

1. Objective: To reconstruct the aprons on either side of a City owned T-hangar.

2. Benefits Anticipated: The existing aprons have been overlaid and are at a higher elevation at the entrance to each hangar. As a result, the hangars flood when it rains, the doors freeze shut after precipitation during the winter. This project would direct the water away from the hangars and out of the hangar development area. Additionally, the pavement has extensive cracking.

3. Approach: (See approved Scope of Work in final Application)

Toby Baker of CEC will serve as Design Engineer and Project Manager for this project. This project will require minor closures in the terminal apron area.

4. Geographic Location: Please see attached ALD.

5. If Applicable, Provide Additional Information:

6: Sponsor's Representative: (incl. address & tel. no.)

Mark Skiles 580-323-0261

City Manager

City of Clinton

P.O. Box 1177

Clinton, OK 73601

PART III - BUDGET INFORMATION - CONSTRUCTION

SECTION A - GENERAL

1. Federal Domestic Assistance Catalog No..... 20.106

2. Functional or Other Breakout..... N/A

SECTION B -CALCULATION OF FEDERAL GRANT

Cost Classification	Use only for revisions		Total Amount Required
	Latest Approved Amount	Adjustment + or (-)	
1. Administration expense Advertising	\$	\$	\$ 800
2. Preliminary expense Grant Administration			8,400
3. Land, structures, right-of-way			
4. Architectural engineering basic fees Bidding Services			4,800
5. Other Architectural engineering fees			
6. Project inspection fees			26,250
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			361,100
12. Equipment			
13. Miscellaneous Construction Materials Testing			7,200
14. Total (Lines 1 through 13)			408,550
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			408,550
17. Less: Ineligible Exclusions			
18. Add: Contingencies			
19. Total Project Amt. (Excluding Rehabilitation Grants)			408,550
20. Federal Share requested of Line 19			367,695
21. Add Rehabilitation Grants Requested (100 Percent)			
22. Total Federal grant requested (lines 20 & 21)			367,695
23. Grantee share			40,855
24. Other shares			
25. Total Project (Lines 22, 23 & 24)	\$	\$	\$ 408,550



4555 West Memorial Road
 Oklahoma City, OK 73142
 405-753-4200
 Fax: 405-260-9504

PRELIMINARY ESTIMATED PROJECT COST

PROJECT #1

DESCRIPTION OF DEVELOPMENT ITEM

Clinton Regional Airport
 City: CLINTON, OKLAHOMA
 Date: November 20, 2019

DESCRIPTION OF DEVELOPMENT ITEM	Reconstruct T-Hangar Aprons		UNIT COST \$	UNIT	QUANTITY	\$ AMOUNT	QUANTITY	\$ AMOUNT	QUANTITY	\$ AMOUNT	QUANTITY	\$ AMOUNT
	QUANTITY	\$ AMOUNT										
Mobilization				LS	1	15,000.00						
Flag and Flasher Barricades				LS	1	2,000.00						
Temporary Erosion Control				LS	1	3,000.00						
Asphalt Pavement Removal				SY	5000	8.00		40,000.00				
Excavation and Embankment				LS	1	10,000.00		10,000.00				
Construction Staking				LS	1	5,000.00		5,000.00				
Triaxial Geogrid				SY	5000	5.00		25,000.00				
6" Crushed Aggregate Base Course				SY	5000	12.00		60,000.00				
P-403 Asphalt				TON	1200	110.00		132,000.00				
Solid Slab Sodding				SY	1500	5.00		7,500.00				
Taxiway Marking				SF	400	3.50		1,400.00				
15% Contingency								60,200.00				
SUBTOTAL CONSTRUCTION								361,100.00				
Advertising								800.00				
Grant Administration								8,400.00				
Bidding Services								4,800.00				
Construction Administration and Inspection								26,250.00				
Construction Materials Testing								7,200.00				
TOTAL PROJECT								408,550.00				

Clinton Regional
Regional Business Airport

- Businesses Utilizing the Airport:**
 •Steakmacher •Hampton Inn •Francis Drilling Fluids
 •Britain and Associates

Proposed Project

The Overall Development Objective (ODO) of the proposed project is to mill and overlay the terminal apron.

CY 2021: Design and construct ODO.

Project Justification

The Commission’s pavement management program forecasts a PCI rating of less than 65 for the apron. Since the PCI rating is below 65 (the threshold PCI value below which the pavement experiences rapid deterioration) it is more cost effective to rehabilitate the pavement than to let it continue to deteriorate to a condition that will require full depth reconstruction.

Airport Information

- Regional Business Airport
- Based Aircraft & Operations: 17 & 3,600
- Runway 17/35: 4,305' x 75'

Selection Criteria

- Pavement Management: PCI 66
- NPS: Rehabilitate Apron: 56
- OASP Goals: Safety and Standards



Agency Fiscal Year	FY 2020	FY 2021	FY 2022	Total
Commission			\$325,000	\$325,000
FAA State Apportionment				
FAA Discretionary				
FAA Non-Primary Entitlement		\$150,000		\$150,000
Sponsor			\$25,000	\$25,000
Total		\$150,000	\$350,000	\$500,000

Federal grants require 10% matching funds while state grants require 5% matching funds. Commission funding is dependent on availability of State funds.

To view full ACP please visit our website oac.ok.gov

Near Final Draft

**MINIMUM STANDARDS AND
REQUIREMENTS FOR
AERONAUTICAL SERVICES AND ACTIVITIES**

CLINTON REGIONAL AIPORT

**CLINTON, OKLAHOMA
[2021]**

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**MINIMUM STANDARDS AND REQUIREMENTS FOR
COMMERCIAL AERONAUTICAL SERVICES AND
ACTIVITIES
CLINTON REGIONAL
AIRPORT
CLINTON, OKLAHOMA**

I INTRODUCTION

The Clinton Airport Authority (CAA), a public trust of the City of Clinton, Oklahoma is responsible for the administration of the Clinton Regional Airport, in order to foster, encourage and insure the economic growth and orderly development of general aviation and related aeronautical activities at the Airport. The CAA has established certain standards and requirements for Commercial General Aviation Operators and Airport tenants at the airport; as herein provided:

The following sections set forth the Minimum Standards and Requirements for a person or persons, partnership, company, trust or corporation based upon and engaging in one of more commercial aeronautical services and activities operations at the airport. The Minimum Standards and Requirements are not intended to be all-inclusive, as the commercial operator of a commercial venture or tenant based on the Airport will be subject additionally to the applicable federal, state and local laws, codes ordinances and other similar regulatory measures pertaining to all such aviation-related activities.

A written agreement, properly executed by the CAA and the Commercial Operator of a commercial venture or tenant, is a prerequisite to tenancy on the Airport. Both the written agreement and tenancy on the Airport are prerequisites to the commencement herein of any of the commercial aeronautical services and activities operations herein contained and specified. The contract provisions, however, will be compatible with the standards herein contained and will not change or modify the Minimum Standards and Requirements themselves.

These Minimum Standards and Requirements may be included as part of all leases between the CAA and any commercial operator of a commercial venture or tenant desiring to be based on the Airport and engage in any commercial aeronautical services or activities. These Minimum Standards and requirements may be revised, as conditions require. Verify with the CAA that you have a complete and current document.

The right shall be reserved by the CAA to modify or add to these Minimum Standards and Requirements so that any leases, contracts or agreements entered into with applicants shall be terminated or canceled in the event of failure to comply with any modification or amendments to these Minimum Standards and Requirements after notices thereof shall have been given.

II STATEMENT OF POLICY

A fair and reasonable opportunity, without discrimination, shall be afforded to all applicants to qualify, and compete for the right to provide selected aeronautical services and/or lease property, subject to the Minimum Standards and Requirements as

established by the CAA and set forth for Commercial Aeronautical Services and Activities at the airport

In all cases where the words "standards" or "requirements" appear, it shall be understood that they are modified by the word "minimum". All commercial operators or tenants based on the Airport will be encouraged to exceed the "minimum"; none will be allowed to operate under conditions below the "minimum".

Contingent upon its qualification, its meeting the established Minimum Standards and Requirements, the execution of a written agreement with the CAA, and payment of the prescribed rentals, fees and charges, the Commercial Operator of a venture or a Tenant shall have the right and privilege of engaging in and conducting the activity or activities selected by it on the Airport as specified by the agreement. The granting of such right and privilege, however, shall not be construed in any manner as affording the Commercial Operator or Tenant any exclusive right of use of the premises and facilities of the Airport, other than those premises which may be leased exclusively to it, and then only to the extent provided in a written agreement.

The CAA reserves and retains the right for the use of the Airport by others who may desire to use the same, pursuant to applicable federal, state and local laws, ordinances, codes, Minimum Standards and Requirements and other regulatory measures pertaining to such use. The CAA further reserves the right to designate the specific Airport areas in which the individual, or a combination of, aeronautical services may be conducted. Such designation shall give consideration to the nature and extent of the operation and the lands and improvements available for such purposes, consistent with the orderly and safe operation of the Airport.

III DEFINITIONS

CAA: Shall mean the Clinton Airport Authority, a public trust of the City of Clinton, Oklahoma.

Aeronautical Activity: Shall mean any activity which involves, makes possible or is required for the operations of aircraft whether or not conducted on or off Airport property which involves, makes possible or is required for the safety of such operations and shall include (but not by way of limitation) all activities commonly conducted on airports, such as charter operations, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, flying clubs, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other included activities, repair and maintenance of aircraft, sale of aircraft parts, sales and maintenance of aircraft accessories, radio communications and navigation equipment and any other activity which because of its direct relationship to the operation of the aircraft, can appropriately be regarded as an aeronautical activity.

Airport: Shall mean the Clinton Regional Airport, owned by the City of Clinton, Oklahoma; operated and managed by the Clinton Airport Authority (CAA).

Airport Manager: Shall mean the manager of the airport of the City of Clinton, Oklahoma.

City Council: Shall mean the duly elected City Council members of Clinton, Oklahoma.

Person: Shall mean any person, persons, firm, general or limited partnership, corporation, trust or association making application for, leasing or using any land or facility at the airport

Master Airport Layout Plan: Means the currently approved scaled dimensional layout of the entire airport properties indicating current and proposed usage for each identifiable segment as approved by the City Council and amended from time to time.

Minimum Standards and Requirements: The qualifications established herein, as amended from time to time by the CAA, setting forth the minimum standards and requirements to be met as a condition for the right to conduct an aeronautical activity on the airport

Rules and Regulations: Rules and regulations as may be promulgated from time to time by the Airport Manager to protect the public health, safety, interest and welfare on the Airport.

IV APPLICATIONS AND QUALIFICATIONS REQUIREMENTS

- A. Any person wishing to acquire the use of land or establish or use any facility on the Airport for any aeronautical activity shall be furnished a copy of these Standards and Procedures, as amended from time to time, and shall thereupon make application in writing, filed with the CAA setting forth in detail the following:
1. The name and address of the applicant
 2. The proposed land use, facility and/or activity sought
 3. The names and the qualifications of the personnel to be involved in conducting such activity.
 4. The financial responsibility and ability of the applicant and operator to carry out the activity sought.
 5. The tools, equipment, services and inventory, if any, proposed to be utilized in connection with such activity.
 6. The requested or proposed date for commencement of the activity and the term of conducting the same.
 7. The estimated cost of any structure or facility to be constructed, the proposed specifications for same, and the means or method of financing such construction or acquisition of facilities.
 8. The specific types and amounts of insurance proposed in accordance with minimum requirements for the activity.
- B. The CAA will not accept an original request to lease land area unless the proposed Lessee puts forth in writing a proposal, which sets forth the scope of operation (s)he proposes, including the following:
1. The services (s)he will offer.
 2. The amount of land (s)he desires to lease.
 3. The building space (s)he will construct or lease.
 4. The number of aircraft (s)he will provide.
 5. The number of persons (s)he will employ.
 6. The hours of proposed operation.
 7. The amount any types of insurance coverage (s)he will maintain.

8. Evidence of her/his financial capability to perform and provide the above services and facilities.

V. NOTICE AND HEARING

Upon the filing of such an application with the Airport, it shall be considered at the next scheduled meeting of the City Manager; and, if no meeting is scheduled within thirty (30) days from the filing of such application, a meeting shall be called for considering same and notice thereof given to the applicant

All other persons then conducting aeronautical activities on said Airport who in the opinion of the Airport would be directly affected by the granting of the application in question, may also be notified of the filing of such application and the time and place of the City Manager meeting to consider the same.

Upon the consideration of the application, the City Manager shall determine whether or not the applicant meets the standards and qualifications as herein set out, and whether or not such application should be granted in whole or in part, and if so, upon what terms and conditions.

VI. ACTION ON LEASE OR CONTRACT BY CITY COUNCIL

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

VII. LEASE OR CONTRACT

- A. Upon the approval of any such application as submitted or modified, the City shall cause to be prepared a suitable lease or contract agreement, setting forth the terms and conditions of the land and/or facility use, which lease or contract shall in every instance be conditioned upon or contain language assuring:
1. That the Minimum Standards and Rules and Regulations be incorporated into said Lease or Contract by reference.
 2. That there be original and continued compliance with the Minimum Standards and Rules and Regulations required for each particular aeronautical activity approved.
 3. That any structure or facility to be constructed or placed upon said Airport shall be constructed in a manner to conform to all safety regulations of the State of Oklahoma and the City of Clinton, and shall be in compliance with the requirements of current building codes and fire regulations of the City of Clinton, and that any construction once commenced will be diligently prosecuted to completion.
 4. That the right shall be reserved in the CAA to modify or add to the Minimum Standards and Requirements for Commercial Aeronautical Services and Activities at the Airport, and the Rules and Regulations for Aviation and that any lease, contract or agreement entered into with applicant shall be terminated or canceled in the event of failure to comply with any modification or amendments to the Minimum Standards and Requirements for Commercial Aeronautical Services and Activities at the Airport, and the Rules and Regulations for Aviation after notice thereof shall have been given.

- B. No Airport Tenant shall engage in any business or activity on the Airport other

than that authorized under her/his particular category or categories

- C. Any Airport Tenant desiring to extend her/his operation into more than one category or to discontinue operations in a category, shall first apply in writing to the CAA for permission to do so, setting forth in detail the reasons and conditions for the request. The CAA shall then grant or deny the request on such terms and conditions as the Board of Trustees deems to be prudent and proper under the circumstances.
- D. Lessees will, at all times during the continuance of the term of the lease and any renewal or extension thereof: conduct, operate and maintain for the benefit of the flying public, the services provided for and described therein, and provide all parts and services as defined and set forth, and will make all such services available to the public and that it will devote its best efforts for the accomplishment of such purposes and that it will at all time charge fair, reasonable and not unjustly discriminatory prices to patrons and customers for all merchandise or materials and services furnished or rendered. Notwithstanding anything contained in a lease that may be or appear to the contrary, it is expressly understood and agreed that the rights granted thereunder are nonexclusive and the Lessor reserves the right to grant similar privileges to another operator or operators upon formal application by that operator, and upon demonstration of compliance with paragraphs IV and VIII herein.
- E. All leases for airport construction shall contain a reversion clause stating that any private construction of a facility on Airport property shall revert ownership back to the Airport upon the termination or conclusion of the lease. Upon reversion, the immediate previous owner shall have first right of refusal to enter into a rental agreement with the Airport for said facility.

VIII. STANDARD REQUIREMENTS FOR ALL AERONAUTICAL ACTIVITIES

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

- A. That such applicant has a history of management and personnel ability in conducting the same or similar or comparable type of service or activity in good workman like manner.
- B. That such applicant has the financial responsibility and ability to provide facilities and services proposed.
- C. That the applicant has or can reasonably secure necessary certificates from the FAA or other authority where the same are required for the activity proposed.
- D. That the applicant has or can furnish suitable indemnity insurance or bond to protect and hold the CAA harmless from any liability in connection with the conduct of the activity proposed. In considering every application for establishing aeronautical activities, the CAA shall give due consideration to whether or not such proposed activity would be detrimental to the public interest.
- E. All construction required of such operators should be in accordance with design and construction standards required or established by the City for the facility or activity involved. Title to any and all buildings and appurtenances, which may be built on Airport property, shall revert to the CAA, when and if the subject Lessee vacates the lease for any reason. All operators shall be required to furnish the

CAA payment and performance bonds commensurate with any construction required under the standards herein fixed or under any contract or lease by and between such operator and the City.

- F. The rates or charges for any and all activities and services of such operators shall be determined by the operators, subject to the requirement that all such rates or charges shall be reasonable and be equally and fairly applied to all users of the services.
- G. All operators at the Airport shall be financially sound and progressive business enterprises, with adequately manned and equipped facilities, including ample office facilities, and who shall observe normal or specifically required business hours.
- H. All operators shall, at their own expense, pay all taxes and assessments against any buildings or other structures placed on the premises by them, as well as all taxes and assessments against the personal property used by them in their operations.
- I. All operators shall abide by and comply with all state, county and city laws and ordinances, the Rules and Regulations of the Airport, and the rules and regulations of the State and the Federal Aviation Administration.
- J. In the event the CAA constructs the physical plant facilities (hangars, etc.) for use by any operator under the provisions of any lease or other contract, such lease or contract with such operators shall be on such terms and conditions as to guarantee a full return of the investment within a set number of years to be determined by the CAA.
- K. All operators shall provide and pay for all lights, gas, electrical current, water, sewer charges and garbage collection charges used or incurred anywhere in or about the leased premises, and shall pay the charges made therefor by the suppliers thereof promptly when due.

IX. STANDARD REQUIREMENTS FOR ALL SPECIFIC ACTIVITES

In addition to meeting the requirements of Paragraph VIII, every person conducting the following specific activities shall meet the additional requirements as hereinafter set out:

A. SELF FUELING PRIVILEGES

No aviation fuels shall be brought on the Airport for use or for sale without the express permission of the CAA. This permission is to be granted in a written document providing for safety in storage and handling and the payment of a flowage fee. The CAA, in its proprietary capacity, extracts a fuel flowage fee from General Aviation aircraft operators using the Airport in lieu of landing fees. Persons wishing to fuel their privately owned aircraft shall be required to obtain an oil company contract to make bulk purchases of aviation fuels and oil, a copy of which must be provided to and approved by the Airport Manager. Such contract shall provide for direct payment of fuel flowage fees to the CAA by the oil company upon bulk deliveries to the individual. Persons conducting fueling services on privately owned aircraft on the Airport shall be required to:

1. Provide suitable and adequate storage of fuel and oil which meets all applicable fire codes; federal, state and local laws, statutes, ordinances, rules and regulations pertaining to fire safety;
2. No refueling of privately owned aircraft will be permitted in hangars or in

T- hangars, whether or not the individual leases tie-down, hangar or T-hangar space from the Fixed Base Operator or on any tie-down area or hangar space. Fueling the aircraft shall be permitted only in an area designated by the Airport Manager;

3. The aircraft owners must provide their own mode of transporting fuel. This transporter equipment must meet State and Federal requirements and proof of such must be filed with the CAA;
4. Nothing herein shall be construed as waiving the fuel flowage fees to be paid to the CAA. The individual, through his supplier shall be responsible for a proper monthly accounting of fuel consumed, copies of which shall be submitted to the Airport Manager;
5. To provide public liability insurance of at least (e.g. \$100,000 per person bodily injury, \$1,000,000 per accident and \$1,000,000 property damage), which shall name the Clinton Airport Authority as additional party insured.

B. AIRCRAFT CHARTER AND TAXI SERVICE

Persons conducting an aircraft charter and/or air taxi service shall be required to provide:

1. Passenger lounge, restroom and telephone facilities as required of an operator for fuel and oil sales;
2. Adequate table, desk or counter for checking-in-passengers, handling ticketing or fare collection, and handling of luggage;
3. Suitable, properly certified aircraft with properly certificated and qualified operating crew.
4. Shall provide passenger liability insurance of at least (e.g. \$1,000,000 per passenger seat and property damage liability of at least \$1,000,000);
5. Shall comply with all requirements of FAR, part 135 pertaining to air taxi and commercial operation of small aircraft;
6. Shall provide as a separate item, at their expense, liability insurance relative to their obligations with minimum liability to protect the operator and to protect and hold harmless the CAA and all liability in connection with their activities.

C. AIRCRAFT ENGINE, AIRFRAME, AND ACCESSORY SALES AND MAINTENANCE

All persons operating aircraft engine, airframe and accessory maintenance facilities to the public for hire shall provide:

1. In case of airframe or engine repairs, sufficient hangar space to house any aircraft upon which such service is being performed;
2. Suitable inside or outside storage space for aircraft awaiting repair or maintenance or delivery after repairs or alterations if less than seven days duration;
3. Adequate shop space to house the equipment and machines, tools, jacks, lifts and testing equipment (if applicable), to perform maintenance as required by FAA regulations;
4. Facilities for washing and cleaning aircraft if operator engages in said business.

D. AIRCRAFT RENTAL AND SALES

Persons conducting aircraft rental and sales activity shall provide:

1. Suitable office space for consummating sales and/or rentals, and the keeping of the proper records in connection therewith;
2. Hangar storage space for at least one aircraft to be used for sales or rentals;
3. For rental, airworthy aircraft suitably maintained and certified;
4. For sales activity of a new aircraft, a sales or distributorship franchise from a recognized aircraft manufacturer of new aircraft and at least one demonstrator model of such aircraft, or satisfactory arrangements with other operators licensed by the Airport for such service and repair;
5. There shall be available, a properly certificated pilot capable of demonstrating new aircraft;
6. The minimum stock of readily expendable spare parts, or adequate arrangements for securing spare parts required for the type of aircraft and models sold;
7. Current up-to-date specifications and price lists for types of models of new aircraft sold;
8. Proper check lists and operating manuals of all aircraft rented and adequate parts catalog and service manual on new aircraft sold.

E. FLIGHT TRAINING

1. All 141 certified schools conducting flight-training activities shall provide:
 - a. At least one properly certificated flight instructor for single-engine land airplanes;
 - b. At least one dual equipped single engine land aircraft, properly equipped and maintained for flight instruction, and such additional types of aircraft as may be required to give flight instruction of the kind advertised;
 - c. Adequate office and classroom space for students with proper restroom and seating facilities;
 - d. Adequate mock-ups, pictures, slides, filmstrips or other visual aids necessary to provide proper ground school instructions;
 - e. Properly certified ground school instructor, providing regularly scheduled ground school instructions sufficient to enable students to pass the FAA written examination for private pilot and commercial ratings;
 - f. Continuing ability to meet certification requirements for the FAA of the flight training proposed and shall comply with all requirements of approved pilot schools, and FAR Part 141;
 - g. Adequate public liability and property damage insurance sufficient to protect the operator and the CAA from legal liabilities involved;
 - h. Adequate facilities for storing, parking, servicing and repairing all its aircraft or satisfactory arrangements with other operators licensed or otherwise permitted by Airport for such services.

2. All individuals desiring to conduct flight training shall comply with either a or b below:
 - a. Part-time instructors may work in conjunction with any of the full-time flight schools and be subjected to all of the standards pertaining to full-time flight schools, or;
 - b. May work individually provided the following guidelines are followed:
 - i. Must hold current FAA certified flight instructor certificate;
 - ii. Must comply with FAR Part 61;

Both categories of flight training will ensure that all aircraft engaged in a flight training program will continue to meet all FAA maintenance requirements for commercial operations.

F. CROP DUSTING AND SPRAYING

Persons seeking to conduct crop dusting or spraying of agricultural chemicals shall be required to satisfy the CAA that:

1. Suitable arrangements have been provided for the safe storage and containment of noxious chemical materials; no poisonous or inflammable materials shall be kept or stored in close proximity to other facility installations at the Airport;
2. The operator shall have available properly certificated crew/aircrafts suitably equipped for the agricultural operation undertaken;
3. The operator shall make suitable arrangements for servicing, repairing, storing and parking its aircraft with adequate safeguards against spillage on runways and taxiways or pollution or dispersal of chemicals by wind to other operational areas on the Airport;
4. Operator shall provide adequate public liability insurance to protect the operator and the CAA from liability in connection with such operations;

G. SPECIALTY SHOPS AND OTHER AERONAUTICAL FUNCTIONS

Specialty shops such as engine overhaul, accessory overhaul, prop shops, instrument shops, etc., are encouraged to be tenants of existing operators. However, special requirements will be studied by the CAA on an individual basis.

H. AREAS AVAILABLE FOR LEASE

The ALP for the Airport shows the various areas available for lease and the types of uses permitted.

1. All plans and specifications for new construction or alteration shall be approved in writing prior to construction as to architectural conformity, location of building lines, proper hangar clearances, and other specifications that may apply to conform to Airport standards.
2. Improvements or alterations to the leased premises become the property of the Airport upon completion, but the lessee is responsible for all maintenance costs.
3. Within 30 days of completion of construction or alteration, the lessee will submit a complete set of "as-built" plans with a detailed cost breakdown.
 - a. All buildings and construction shall meet City building and fire codes, FAA, state and city specifications and any other specific

requirements set by the CAA.

- b. All utilities including electrical, telephone, gas lines or regulators, will be underground. Plans and specifications for the construction of utilities shall require prior approval by the CAA, including those constructed by the utility companies.

I. COMBINATION ACTIVITIES

Any person conducting a combination of the specific activities listed hereunder shall not be required to duplicate the requirements of the individual activities, but where the requirement of one activity is sufficient to meet the requirement of a separate activity to be conducted, the one facility shall be sufficient to meet both requirements.

J. THE CLINTON AIRPORT AUTHORITY

The CAA reserves the right to waive any of the above if, in their opinion, existing conditions justify such a waiver.

X. AMENDMENT OF STANDARDS

The CAA shall review the minimum standards and requirements for conducting aeronautical activities at their discretion, and shall recommend such revisions or amendments as shall be deemed necessary under the use circumstances surrounding the Airport to properly protect the health, safety and interest of the CAA, the City and the public. Upon approval of any such amendments, the operators of aeronautical activities secured hereunder shall be required to conform to such amended Standards.

PASSED AND APPROVED THIS _____ DAY OF _____, 20__:

NAME, TITLE

(SEAL)

ATTEST:

NAME, TITLE

PUBLIC NOTICE OF MEETING

REGULAR MEETING OF CLINTON PUBLIC WORKS AUTHORITY

TUESDAY, DECEMBER 15, 2020

CLINTON CITY HALL

5:30 P.M.

AGENDA

1. Call to Order
2. Opening Prayer/Pledge

Dan Day
Donald Miller, Commander, American Legion Post 41
3. Consent Agenda
 - A. Consider approval of minutes of December 1, 2020
4. Consider and Potential Action On:
 - A. Change Order No. Three from Midwest Maintenance & Coating - West High Tower Painting Project
 - B. Final Payment to Midwest Maintenance & Coating - West High Tower Painting Project
 - C. Acceptance of Bids for Filter Distribution Box Rehab and Clarifier Rehab at the Clinton Lake Water Treatment Plant
5. Trustee Report
6. City Manager's Report
7. Adjournment

Filed this 11th day of December, 2020

Posted on the bulletin board in the lobby of the Clinton City Hall on

December 11, 2020, 4:45 A.M. (P.M.)

Amy E. Jones
Amy E. Jones, City Clerk

**MINUTES OF CLINTON PUBLIC WORKS AUTHORITY MEETING
DECEMBER 1, 2020**

Minutes of the regular meeting of the Chairman and Trustees of the Clinton Public Works Authority of Clinton, Oklahoma, Custer County, held in the City Council Room, City Hall on Tuesday, December 1, 2020, at 5:30 p.m. A notice of this meeting with agenda was posted on the bulletin board in the lobby of Clinton City Hall on November 25, 2020.

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

CHAIRMAN: David Berrong

TRUSTEES: Patch McComas, Ernie Dowdell, Arthur Lloyd, Chris Jones

MANAGER: Robert Johnston

CITY TREASURER: Debra Blanchard

CITY ATTORNEY: Ryan Meacham

CITY CLERK: Amy Jones Absent

DEPUTY TREASURER: Shona Stermer

NEWS MEDIA: Mike Smith and others

OTHERS: Paul Rinkel, Gene McCullough, Johnny O’Conner, Bobby Stewart, Judy Stewart, Lana Johnston, Pat Peters and others.

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

AGENDA ITEM NO. 3: CONSENT AGENDA

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

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

Chairman put the motion to a roll call vote:

Aye: Dowdell, Jones, McComas, Lloyd, Berrong

Nay: None

Chairman declared the motion carried.

AGENDA ITEM NO. 4: ACTION ITEMS

- A. RESOLUTION NUMBER PW20-01-A RESOLUTION DEFERRING THE ADJUSTMENT OF WATER RATES FOR THE CITY OF CLINTON, OKLAHOMA.

Motion was made by Trustee Jones and seconded by Trustee McComas that Resolution Number PW20-01, deferring the adjustment of water rates to January 1, 2022 be approved.

Chairman put the motion to a roll call vote:

Aye: Jones, McComas, Lloyd, Dowdell, Berrong

Nay: None

Chairman declared the motion carried.

AGENDA ITEM NO. 5: TRUSTEE REPORT

None

AGENDA ITEM NO. 6: CITY MANAGER'S REPORT

Johnny O'Connor with Inframark introduced their new Regional Manager, Robinson Camp.

City Manager informed the audience about tomorrow's press release regarding Exit 65 improvements. There will be a link provided in the press release that Mr. Johnston encouraged everyone to go onto and make comments on the plan.

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, Dowdell, Lloyd, Jones, Berrong

Nay: None

Chairman declared the meeting adjourned at 6:00 p.m.

Robert Johnston

From: Pjesky, Tyler V. <tvpjesky@burnsmcd.com>
Sent: Wednesday, December 9, 2020 3:51 PM
To: Gene McCullough; Robert Johnston
Cc: Hunt, Bryan J
Subject: FW: Clinton Westside High Tower - Final Payment
Attachments: CERTIFICATE OF SUBSTANTIAL COMPLETION.pdf; Change Order #3.pdf; Notarized pay app 3.pdf

Robert/Gene,

See attached. We believe everything is in order here, with deducts to the City due to the damage caused by the Contractor.

The final pay app (Pay App #3) and change order no. 3 should final this one out.

Could you please review and execute the attached? We recommend that the City make final payment to Midwest for the amount indicated in pay app #3.

Let me know if you have any questions.

Tyler

From: Hunt, Bryan J <bjhunt@burnsmcd.com>
Sent: Sunday, November 29, 2020 5:02 PM
To: Pjesky, Tyler V. <tvpjesky@burnsmcd.com>
Subject: FW: Clinton Westside High Tower Substantial Completion

FYI

From: Hunt, Bryan J
Sent: Wednesday, August 5, 2020 3:36 PM
To: Pjesky, Tyler V. <tvpjesky@burnsmcd.com>
Subject: FW: Clinton Westside High Tower Substantial Completion

Found it!

Respectfully,

Bryan Hunt, EIT \ Burns & McDonnell
Staff Mechanical Engineer \ Water
O 972-455-3199 F 972-386-4026
bjhunt@burnsmcd.com \ burnsmcd.com
15950 N. Dallas Parkway \ Tower II Suite 700 \ Dallas, TX 75248



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APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER:

Clinton Ok
415 Gary Boulevard
Clinton, Oklahoma 73601
FROM CONTRACTOR:
Midwest Maintenance and Coatings LLC
P.O. Box 4804
Evansville, IN 47724

PROJECT:

Westside High Tower Elevated Water Storage Tower- To
City of Clinton, Oklahoma Water Department
Clinton, OK, 47724
VIA ARCHITECT
Dallas, TX 75248
Burns & McDonnell
15950 N. Dallas Parkway | Tower II Suite 700

APPLICATION #: 3

PERIOD TO: 05/31/20
PROJECT NOS: 120353

Distribution to:

Owner	
Const. Mgr	
Architect	
Contractor	

CONTRACT DATE: 01/01/20

CONTRACT FOR: Sandblasting and Painting Water Tower

APPLICATION FOR PAYMENT OF RETAINAGE

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

1. ORIGINAL CONTRACT SUM	\$	256,100.00
2. Net change by Change Orders	\$	470.52
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$	256,570.52
4. TOTAL COMPLETED & STORED TO DATE- (Column G on Continuation Sheet)	\$	256,570.52

5. RETAINAGE:

- a. _____ of Completed Work
(Columns D+E on Continuation Sheet) \$ _____
- b. _____ of Stored Material
(Column F on Continuation Sheet) \$ _____

Total Retainage (Line 5a + 5b or Total in Column I of Continuation Sheet) \$ _____

6. TOTAL EARNED LESS RETAINAGE

(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE

9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$5,000.00	
Total approved this Month		-\$4,529.48
TOTALS	\$5,000.00	-\$4,529.48
NET CHANGES by Change Order		\$470.52

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

CONTRACTOR:

By: Sharon English

Date: 10-20-20

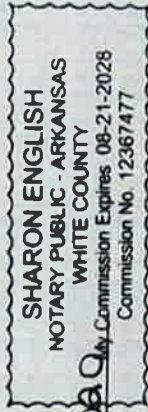
State of: Arkansas

County of: White

Subscribed and sworn to before

me this 20 day of October 2020

Notary Public: Sharon English
My Commission expires: 08-21-2028



CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 21,580.52

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

ARCHITECT: ENGINEER:

By: John V. B.

Date: 11/28/2020

This Certificate is negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: 3

PROJECT:

Westside High Tower Elevated Water Storage Tower- Tower Painting
 City of Clinton, Oklahoma Water Department
 Clinton, OK, 47724

PERIOD TO: 31-May-20
 ARCHITECTS PROJECT NO: 120353

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		E This Period	F Materials Presently Stored (Not In D or E)	G Total Completed And Stored To Date (D + E + F)	H Balance To Finish (C - G)	I Retainage (If Variable Rate)	J Enter Variable Retainage Rate (%)
			From Previous Application (D + E)	% (G/C)						
1	Mobilization	12,805.00	12,805.00				12,805.00			
2	Sandblast	56,316.00	56,316.00				56,316.00			
3	Interior Paint	14,079.00	14,079.00				14,079.00			
4	Interior Dry	20,900.00	20,900.00				20,900.00			
5	Pressure wash and spot prime Exterior	52,000.00	52,000.00				52,000.00			
6	Apply Intermediate Coat To Exterior	32,500.00	32,500.00				32,500.00			
7	Apply Finish Coat and Logos to Exterior	45,500.00	45,500.00				45,500.00			
8	Install 2 Vents and Overflow	22,000.00	22,000.00				22,000.00			
9	Change Order 1 / LOGO	5,000.00	5,000.00				5,000.00			
10	Deduction	(4,529.48)		(4,529.48)			(4,529.48)			
11										
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SUBTOTALS PAGE 2		256,570.52	261,100.00	(4,529.48)			256,570.52	100%		

Document G701

Change Order


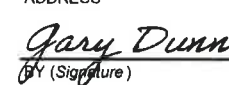
PROJECT: Westside Hightower -Tower Painting	CHANGE ORDER NUMBER: 3	OWNER <input type="checkbox"/>
	DATE: 10/26/2020	ARCHITECT <input type="checkbox"/>
	ARCHITECT'S PROJECT NO: 120353	CONTRACTOR <input type="checkbox"/>
CONTRACTOR:		FIELD <input type="checkbox"/>
Midwest Maintenance and Coatings LLC	CONTRACT DATE: February 24 2020	OTHER <input type="checkbox"/>
	CONTRACT FOR: Water Tower Maintenance	

The Contract is changed as follows:
 Contractor is to Install a fourth Logo in addition to the three called out in contract Documents
 Logo specifications are called out in submittal 12.2

The original <u> </u> Contract Sum was	\$ <u> </u> \$261,100.00
The net change by previously authorized Change Orders	\$ <u> </u>
The <u> </u> Contract Sum prior to this Change Order was	\$ <u> </u> \$261,100.00
The <u> </u> Contract Sum will be <u> </u> changed the amount by this Change Order in	
of	\$ <u> </u> \$-4529.48
The new <u> </u> Contract Sum including this Change Order will be The	\$ <u> </u> \$256,570.52
Contract Time will be <u> </u> by 0 () days	
The date of Substantial Completion as of the date of this Change Order therefore is 6/20/2020	

(Note: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.)

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Burns & McDonnell Eng.	Midwest Maintenance and Coatings LLC	
ARCHITECT (Firm name)	CONTRACTOR (Firm name)	OWNER (Firm name)
	P.O. Box 4804 Evansville IN 47724	
ADDRESS	ADDRESS	ADDRESS
		
BY (Signature)	BY (Signature)	BY (Signature)
Tyler V. Pjesky, PE	Gary Dunn	
Typed name	Typed name	Typed name
11/28/2020	10/27/2020	
DATE	DATE	DATE

Midwest Maintenance and Coatings LLC

Change Order

To: City of Clinton

Contract #: 120353

From: Midwest Maintenance and Coatings LLC

To whom it concerns,

Above Change order is to cover deductions requested by the city for damages claimed during the course of the project.

If you have any additional questions concerning our organization, please feel free to reach out to myself at (270) 577-3852 or Ira Beumer at (812) 205-8803.

Again, thank you for your consideration.

Gary A. Dunn

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: City of Clinton, Oklahoma
Project Name: Westside High Tower – Tower Painting
Project Numbers: 120353
Engineer: Burns & McDonnell Engineering Company, Inc.
Contractor: Midwest Maintenance and Coatings LLC
Date of Issuance: July 8, 2020

PROJECT OR DESIGNATED PORTION:

In accordance with the provisions of the Contract Documents, this Certificate of Substantial Completion is effective June 15, 2020. The date of Substantial Completion is also the date of commencement of applicable guarantees and warranties required by the Contract Documents, except as indicated below.

ITEMS TO BE COMPLETED OR CORRECTED:

A tentative list of items to be completed or corrected by Initial Final Completion is attached hereto (TABLE 1). This list may not be exhaustive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. The Contractor shall complete or correct the Work on the list of items attached in TABLE 1 hereto within 30 days from the effective date of Substantial Completion indicated above.

The date of commencement of guarantees and warranties for items or equipment on the attached TABLE 1 listing will be the “Date Verified Complete” on the attached TABLE 1.

The Contractor shall complete the Work on the list of items attached in TABLE 1 hereto by July 25, 2020. This list may not be exhaustive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Execution of this “Certificate of Substantial Completion” establishes only the dates included herein and the items to be completed and does not waive the right of the OWNER to assess any damages or liquidated damages in accordance with the Contract Documents.

ENCLOSURES:

TABLE 1 – ITEMS TO BE COMPLETED – Westside High Tower – Tower Painting

EXCEPTIONS TO GUARANTEES AND WARRANTIES: There are no exceptions to guarantees and warranties and all guarantees and warranties shall commence on the dates previously addressed in the Certificate of Substantial Completion.

ENGINEER

Burns & McDonnell Engineering Company, Inc.

By _____

Date July 8, 2020

CONTRACTOR

Midwest Maintenance and Coating LLC

By _____

Date _____

OWNER

City of Clinton, Oklahoma

By _____

Date _____

- End -

INVITATION TO BID


Project Name: Filter Distribution Box Rehab & Clarifier Rehab
Lake Clinton Water Treatment Plant
Owner Name City of Clinton, Oklahoma
Contract Name Filter Distribution Box Rehab & Clarifier Rehab
Contract No. 120005-LakePlant
Initial Advertise Date Tuesday, November 24, 2020

DESCRIPTION OF WORK OF THIS CONTRACT

You are invited to bid on this general contract. The proposed Work is generally described as follows:

1. Filter Distribution Box Rehab. The City's existing Water Treatment Plant at Lake Clinton has four existing gravity filters which are fed through a central distribution box. The system was originally installed as a CenTROL Cluster Gravity Filter with a capacity of 5 mgd (3,500 gpm). The distribution box is in need of replacement. This project includes the demolition and removal of the existing box, fabrication of the new distribution box and platform and access bridge, installation of the new distribution box and related items, removal and reinstallation of all electrical and control components, removal and replacement of hand rails, epoxy coating of new steel, and all other ancillary work and materials required for a complete installation. This Water Treatment Plant will be put offline during the rehab efforts and the City will utilize separate water supplies to provide continued water production from their Reverse Osmosis Water Treatment Plant.
2. Clarifier Rehab. The City's existing Water Treatment Plant at Lake Clinton has two existing solids contact clarifiers. These clarifiers were originally installed as Contraflo Solids Contact Clarifiers, each with a design capacity of 2.5 mgd (1,750 gpm). The clarifiers have a diameter of 58 feet and a side wall depth of 18 feet 10 inches. This project includes the replacement of one of the clarifiers bearings. Work to be completed includes the following:
 - a. Removal and reinstallation of bridge, all troughs, drive units, and electrical
 - b. Replace main center bearings
 - c. Repair center beams and platesThe Work shall include all ancillary work and materials for a complete installation. This Water Treatment Plant will be put offline during the rehab efforts and the City will utilize separate water supplies to provide continued water production from their Reverse Osmosis Water Treatment Plant.

BID INFORMATION



Bids will be received by the City of Clinton, Oklahoma (OWNER) until 2:00 PM, local time, on **Tuesday, December 15, 2020**. Bids received after this time will not be accepted. Bids will be received at the following location or may be submitted electronically as shown below:

City of Clinton (City Hall)
415 Gary Boulevard
Clinton, Oklahoma 73601

Electronic Bids shall be submitted directly through email directly through email to both Robert Johnston Robert.Johnston@clintonok.gov and aabuhijleh@burnsmcd.com.

The Bid Documents may be viewed at Clinton City Hall, 415 Gray Boulevard, Clinton, Oklahoma. Bidders must obtain plans electronically from the issuing office, Burns & McDonnell, which is utilizing the CIVCAST plan room at www.civcastusa.com.

A non-mandatory pre-bid conference will be held at the Lake Clinton Water Treatment Plant on Tuesday December 8th, 2020 at 10:00 AM. The address for the plant is 10906 N 2110 Rd, Foss, OK.

Bids will be received on a lump sum basis.

Bidders shall be qualified to do business and licensed in accordance with all applicable laws of the state and local governments where the Project is located.

Bids received from Bidders who are not recorded by the OWNER as having received the Bid Documents will not be opened.

Prequalification of Bidders will not be required. Owner will evaluate Bidders in accordance with the Instructions to Bidders. Bid security in the form of a certified or bank cashier's check or a Bid Bond in the amount of 5% of total Bid price shall accompany each Bid in accordance with the Instructions to Bidders.

Bids shall be in accordance with the Bid Documents.

OWNER'S RIGHT TO REJECT

The Owner reserves the right to reject any or all Bids and to waive irregularities therein, and all Bidders shall agree that such rejection shall be without liability on the part of the Owner for any damage or claim brought by any Bidder because of such rejections, nor shall the Bidders seek any recourse of any kind against the Owner because of such rejections. The filing of any Bid in response to this invitation shall constitute an agreement of the Bidder to these conditions.

OWNER : City of Clinton, Oklahoma

By: Mr. Robert Johnston, ICMA-CM

Title: City Manager

PUBLIC NOTICE OF MEETING

REGULAR MEETING OF CLINTON RECREATIONAL AUTHORITY

TUESDAY, December 15, 2020

CLINTON CITY HALL

5:30 P.M.

AGENDA

1. Call to Order

2. Opening Prayer/Pledge:

Dan Day

Donald Miller, Commander, American Legion Post 41

3. Consent Agenda

A. Consider approval of Minutes of December 1, 2020

B. Consider claims

4. Discussion and Potential Action Items:

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

5. Trustees Report

6. City Manager's Report

7. Adjournment

Filed this 11th day of December, 2020.

Posted on the bulletin board in the lobby of the Clinton City Hall on

December 11, 2020, 4:45 A.M. (P.M.)

Amy E. Jones
Amy E. Jones, City Clerk

**MINUTES OF RECREATIONAL AUTHORITY MEETING
DECEMBER 1, 2020**

Minutes of the regular meeting of the Chairman and Trustees of the Clinton Recreational Authority City of Clinton, Oklahoma, Custer County, held in the City Council Room, City Hall on Tuesday, December 1, 2020, at 5:30 p.m. A notice of this meeting with agenda was posted on the bulletin board in the lobby of Clinton City Hall on November 25, 2020.

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

CHAIRMAN: David Berrong

TRUSTEES: Patch McComas, Ernie Dowdell, Arthur Lloyd, Chris Jones

MANAGER: Robert Johnston

CITY TREASURER: Debra Blanchard

CITY ATTORNEY: Ryan Meacham

CITY CLERK: Amy Jones Absent

DEPUTY TREASURER: Shona Stermer

NEWS MEDIA: Mike Smith and others

OTHERS: Paul Rinkel, Gene McCullough, Johnny O'Conner, Bobby Stewart, Judy Stewart, Lana Johnston, Pat Peters and others.

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

AGENDA ITEM NO. 3: CONSENT AGENDA

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

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

Chairman put the motion to a roll call vote:

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

Chairman declared the motion carried.

AGENDA ITEM NO. 4: ACTION ITEMS

None

AGENDA ITEM NO. 5: TRUSTEE REPORT

None

AGENDA ITEM NO. 6: CITY MANAGER'S REPORT

None

AGENDA ITEM NO. 7: ADJOURNMENT

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

Chairman put the motion to a roll call vote:

Aye: Dowdell, Jones, Lloyd, McComas, Berrong

Nay: None

Chairman declared the meeting adjourned at 5:38 pm.

PUBLIC NOTICE OF MEETING
REGULAR MEETING OF SOLID WASTE AUTHORITY

TUESDAY, DECEMBER 15, 2020

CLINTON CITY HALL

5:30 P.M.

AGENDA

- 1. Call to Order**
- 2. Opening Prayer/Pledge**

Dan Day
Donald Miller, Commander, American Legion Post 41

- 3. Consent Agenda**

- A. Consider approval of Minutes of December 1, 2020**

- 4. Consider and Take Action:**

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

- B. Any Action(s) Arising Out of the Executive Session;**

- C. Reconvene to Regular Session**

- 5. Trustee Report**

- 6. City Manager's Report**

- 7. Adjournment**

Filed this 11th day of December, 2020.

Posted on the bulletin board in the lobby of the Clinton City Hall on

December 11, 2020, 4:45 A.M. (P.M.)

Amy E. Jones
Amy E. Jones, City Clerk

**MINUTES OF SOLID WASTE AUTHORITY MEETING
DECEMBER 1, 2020**

Minutes of the regular meeting of the Chairman and Trustees of the Clinton Solid Waste Authority City of Clinton, Oklahoma, Custer County, held in the City Council Room, City Hall on Tuesday, December 1, 2020, at 5:30 p.m. A notice of this meeting with agenda was posted on the bulletin board in the lobby of Clinton City Hall on November 25, 2020.

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

CHAIRMAN: David Berrong

TRUSTEES: Patch McComas, Ernie Dowdell, Arthur Lloyd, Chris Jones

MANAGER: Robert Johnston

CITY TREASURER: Debra Blanchard

CITY ATTORNEY: Ryan Meacham

CITY CLERK: Amy Jones Absent

DEPUTY TREASURER: Shona Stermer

NEWS MEDIA: Mike Smith and others

OTHERS: Paul Rinkel, Gene McCullough, Johnny O'Conner, Bobby Stewart, Judy Stewart, Lana Johnston, Pat Peters and others.

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

AGENDA ITEM NO. 3: CONSENT AGENDA

- A. Minutes of Regular Meeting of November 17, 2020
- B. Consider claims

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

Chairman put the motion to a roll call vote:

Aye: McComas, Jones, Dowdell, Lloyd, Berrong

Nay: None

Chairman declared the motion carried.

AGENDA ITEM NO. 4: ACTION ITEMS

None

AGENDA ITEM NO. 5: TRUSTEE REPORT

None

AGENDA ITEM NO. 6: CITY MANAGER'S REPORT

Johnston commented that he had anticipated a quote for unanticipated repairs to the rolloff truck to be available for consideration but it has not been received yet.

AGENDA ITEM NO. 7: ADJOURNMENT

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

Chairman put the motion to a roll call vote:

Aye: Dowdell, Jones, Lloyd, McComas, Berrong

Nay: None

Chairman declared the meeting adjourned at 5:40 pm.

PUBLIC NOTICE OF MEETING
REGULAR MEETING OF CLINTON CITY COUNCIL

TUESDAY, DECEMBER 15, 2020

CLINTON CITY HALL

5:30 P.M.

AGENDA

- 1. Call to Order**
- 2. Opening Prayer/Pledge**

Dan Day
Donald Miller, Commander American Legion Post 41
- 3. Consent Agenda**
 - A. Minutes from December 1, 2020**
 - B. Authorize Debra Blanchard and Amy Jones to access OK Grants System, Department of Commerce, and Act on Behalf of the Mayor**
- 4. Discussion and Potential Action:**
 - A. Financial 2019-2020 Audit Report**
 - B. Resolution 914: to provide funds toward the and for the completion of the 2020 Community Development Block Grant (CDBG) project. These funds are available as listed in the Clinton Public Works Authority Series 2014 Utility System Revenue Bonds Construction Fund.**
 - C. Easement and Right of Way Agreement with Public Service Company of Oklahoma for Electric Transmission, Distribution and Communications Lines**
- 5. Council Report**
- 6. City Manager's Report**
- 7. Audience Participation**
- 8. Adjournment**

Clinton City Council meeting

Clinton City Hall

Council Chambers

Tuesday, December 15, 2020

5:30 p.m.

Filed this 11th day of December, 2020.

Posted on the bulletin board in the lobby of the Clinton City Hall on

December 11, 2020, 4:45 A.M. (P.M.)

Amy E. Jones
Amy Jones, City Clerk

**MINUTES OF THE CLINTON CITY COUNCIL
DECEMBER 1, 2020**

Minutes of the regular meeting of the Mayor and Councilmen of the Clinton City Council, City of Clinton, Oklahoma, Custer County, held in the City Council Room, City Hall on Tuesday, December 1, 2020 at 5:30 p.m. A notice of this meeting with agenda was posted on the bulletin board in the lobby of Clinton City Hall on Wednesday, November 25, 2020.

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

MAYOR: David Berrong

COUNCILMEN: Patch McComas, Ernie Dowdell, Arthur Lloyd, Chris Jones

MANAGER: Robert Johnston

CITY TREASURER: Debra Blanchard

CITY ATTORNEY: Ryan Meacham

CITY CLERK: Amy Jones Absent

DEPUTY TREASURER: Shona Stermer

NEWS MEDIA: Mike Smith and others

OTHERS: Paul Rinkel, Gene McCullough, Johnny O’Conner, Bobby Stewart, Judy Stewart, Lana Johnston, Pat Peters and others.

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

AGENDA ITEM NO. 3: CONSENT AGENDA

- A. Minutes of Regular Meeting of November 17, 2020
- B. Consider claims
- C. Correct scrivener’s error on Mask Ordinance adopted on November 17, 2020 by designating it as Ordinance No. 1002 instead of Ordinance No. 1001 for record purposes

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

Mayor put the motion to a roll call vote:

Aye: McComas, Jones, Dowdell, Lloyd, Berrong

Nay: None

Mayor declared the motion carried.

AGENDA ITEM NO. 4: ACTION ITEMS

None

AGENDA ITEM NO. 5: COUNCILMEN REPORT

None

AGENDA ITEM NO. 6: CITY MANAGER’S REPORT

None

AGENDA ITEM NO. 7: ADJOURNMENT

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

Mayor put the motion to a roll call vote:

Aye: Dowdell, Jones, Lloyd, McComas, Berrong

Nay: None

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

RM010317

Mayor put the motion to a roll call vote:

Aye: Rodolph, Rosales, Hulin, Stewart, Berrong

Nay: None

Mayor declared the motion carried.

4D. CONSIDER AND TAKE ACTION TO AUTHORIZE DEBRA BLANCHARD TO ACCESS OK GRANTS SYSTEM, DEPT OF COMMERCE, AND ACT ON BEHALF OF MAYOR

Treasurer Debra Blanchard explained that many of the documents required for grants are now digital documents and require access on-line. She said that following approval by Council for the Mayor to execute, an electronic signature is necessary to complete transactions. By authorizing Debra Blanchard to act on behalf of the Mayor, this would speed up the process.

Michael Ryburn of Southwestern Oklahoma Development Authority said documents for OK Grants system with the Department of Commerce require electronic signatures and sometime the elected officials are not available.

Motion was made by Councilman Rodolph and seconded by Councilman Stewart to authorize Debra Blanchard access to the OK Grant System, Department of Commerce acting on behalf of the Mayor of the City of Clinton.

Mayor put the motion to a roll call vote:

Aye: Rodolph, Stewart, Hulin, Rosales, Berrong

Nay: None

Mayor declared the motion carried.

AGENDA ITEM NO. 5: TRUSTEE'S REPORT

None

AGENDA ITEM NO. 6: CITY MANAGER'S REPORT

None

AGENDA ITEM NO. 7 : AUDIENCE PARTICIPATION

None

AGENDA ITEM NO. 8: ADJOURNMENT

Moved by Councilman Rosales and seconded by Councilman Hulin to adjourn the meeting.

Mayor put the motion to a roll call vote:

Aye: Rosales, Hulin, Stewart, Rodolph, Berrong

Nay: None

Mayor declared the meeting adjourned at 6:15 p.m.

RESOLUTION: 914

A resolution of the City Council of the City of Clinton, Oklahoma to provide funds toward and for the completion of the 2020 Community Development Block Grant (CDBG) project.

BE IT RESOLVED, by the City Council of the City of Clinton to provide the amount of \$749,00.00 as Matching Funds toward the 2020 Community Development Block Grant (CDBG Application).

These funds are available as listed:

Clinton Public Works Authority Series 2014 Utility System Revenue Bonds Construction Fund:	<u>\$749,000.00</u>
-----------------------------------------------------------------------------------------------	---------------------

PASSED, APPROVED AND ADOPTED, by the City Council of the City of Clinton, Oklahoma this 15th day of December 2020.

David Berrong, Mayor

Amy Jones, City Clerk

CITY SEAL



Release of Funds: Leverage / Match Certification

Date 12/15/2020

Grant Recipient City of Clinton

Grant Contract Number 17852 CDBG 20

I confirm that the leverage committed at the time of application and agreed to by our Application Resolution has not changed and is dedicated and available for the use on this grants project.

Authorized
Official _____
Print Signature

Amended Leverage / Match Certification

The leverage committed at the time of application has changed. The following verifies the Match/Leverage as committed in the application, and the current status and changes.

Application Match/Leverage		Release of Funds Match/Leverage	
Source	Amount	Source	Amount
City of Clinton	\$749,000	Clinton PWA Series	\$749,000
Capital Improvement Fund		2014 Utility System Revenue	
		Bonds Construction Fund	

Authorized
Official _____
Print Signature

Line Name:

Line No.:

Easement No.:

EASEMENT AND RIGHT OF WAY

On this ___ day of _____, 2020, in consideration of Ten and NO/100 Dollars (\$10.00), and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the covenants hereinafter set forth, **City of Clinton**, whose address is P.O. Box 1177, Clinton, OK 73601, ("Grantor"), whether one or more persons, hereby grants, sells, conveys, and warrants to **Public Service Company of Oklahoma**, a(n) Oklahoma corporation, a unit of American Electric Power, whose principal business address is 1 Riverside Plaza, Columbus, Ohio 43215, ("AEP") and its successors, assigns, lessees and tenants a permanent easement and right of way ("Easement"), for electric transmission, distribution, and communication lines and appurtenant equipment and fixtures, being, in, on, over, under, through and across the following described lands of the Grantor, situated in the State of Oklahoma, Custer County.

A piece of property in the Southeast Quarter of the Northeast Quarter of Section 14, Township 12 North, Range 17 West of the Indian Meridian, Custer County, Oklahoma.

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

GRANTOR FURTHER GRANTS AEP THE FOLLOWING RIGHTS:

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

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

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

THIS GRANT IS SUBJECT TO THE FOLLOWING CONDITIONS:

The Grantor reserves the right to cultivate annual crops, pasture, construct fences (provided gates are installed that adequately provide AEP the access rights conveyed herein) and roads or otherwise use the lands encumbered by this Easement in any way not inconsistent with the rights herein granted. In no event, however, shall Grantor, its heirs, successors, and assigns plant or cultivate any trees or place, construct, install, erect or permit any temporary or permanent building, structure, improvement or obstruction including but not limited to, storage tanks, billboards, signs, sheds, dumpsters, light poles, water impoundments, above ground irrigation systems, swimming pools or wells, or permit any alteration of the ground elevation, over, or within the Easement Area. AEP may, at Grantor's cost, remove any structure or obstruction if placed within the Easement Area, and may re-grade any alterations of the ground elevation within the Easement Area.

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

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

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

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

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

IN WITNESS WHEREOF, the Grantor has executed this Easement effective the day, month and year first above written'

GRANTOR:
City of Clinton

By:
Title:

State of Oklahoma §
 §
County of Custer §

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by _____ a representative of the **City of Clinton**.

Notary Public
Print Name: _____
Commission Expires: _____

This instrument prepared by Thomas G. St. Pierre, Associate General Counsel - Real Estate, American Electric Power Service Corporation, 1 Riverside Plaza, Columbus, OH 43215 for and on behalf of **Public Service Company of Oklahoma**.

When recorded return to: American Electric Power - Transmission Right of Way, 212 E. 6th Street, Tulsa, OK 7411



E Gary Blvd

E Orient Ave

N 2nd St

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