

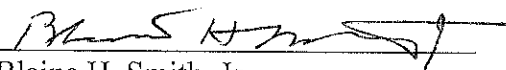
**PART 1 - Summary**

Contract Title: Rural Economic Action Plan (REAP)  
Contract Number: Bradley - 102254  
Contracting Entity: Association of South Central Oklahoma Governments (ASCOG)  
Contractor: Town of Bradley  
Description of Project: See Attached Application Data Sheet  
REAP Grant Funds Awarded: \$45,000  
Cash Match: \$0  
In-Kind Match: \$0  
Source of REAP Grant Funds: House Bill 1260, First Session, Fifty Second Oklahoma Legislature (2009)  
Effective Date: July 1, 2009  
Submit Requisitions to: Association of South Central Oklahoma Governments (ASCOG)  
PO Box 1647  
Duncan, OK 73534-1647  
Issue Payments to: Town of Bradley  
Agreement Components: Part I-Summary and Signatures  
Part II-Terms and Conditions

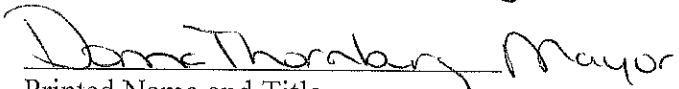
**SIGNATURES – EXECUTION OF CONTRACT**

Association of South Central  
Oklahoma Governments

Contractor

  
Blaine H. Smith, Jr.  
Executive Director

  
Signature

  
Printed Name and Title

3/8/10  
Date

7-14-10  
Date

2010 REAP BRADLEY PROJECT SUMMARY

TRUSTEE \_\_\_\_\_

TRUSTEE SCORE: \_\_\_\_\_

**Category: Infrastructure – Water**  
 Waterline Replacement

**Special Considerations:**

Consent Order for Water Pressure being too low  
 \$45,000 of \$45,000 remaining from 2009 grant for Storm Shelter

**REAP Request:** **\$45,000**

**Local Efforts:**

In-Kind \$ 0  
 Cash \$ 0

**Project Cost:** **\$45,000**

**Narrative:**

This request is for funding to begin the first phase of a multi-phased project to replace waterlines beginning on Terry Avenue. The project will also include replacing the pump and fire hydrants to improve the water pressure.

| <b>BRADLEY REAP HISTORY</b> |                                    |                  |                  |
|-----------------------------|------------------------------------|------------------|------------------|
| <b>YEAR</b>                 | <b>PROJECT DESCRIPTION</b>         | <b>REQUESTS</b>  | <b>AWARDS</b>    |
| 2010                        | Replace Waterlines/pumps/hydrants  | \$45,000         |                  |
| 2009                        | Storm Siren and Shelter            | \$45,000         | \$45,000         |
| 2008                        | Town Park                          | \$60,000         | \$60,000         |
| 2007                        | Town Park                          | \$60,000         | \$0              |
| 2006                        | No Application Submitted           | \$0              | \$0              |
| 2005                        | No Application Submitted           | \$0              | \$0              |
|                             | <b>Total for Last 5 Years</b>      | <b>\$210,000</b> | <b>\$105,000</b> |
| 2004                        | No Application Submitted           | \$0              | \$0              |
| 2003                        | No Application Submitted           | \$0              | \$0              |
| 2002                        | Street signs                       | \$1,500          | \$0              |
| 2001                        | No application submitted           | \$0              | \$0              |
| 2000                        | Newer tanker fire truck            | \$29,000         | \$29,000         |
| 1999                        | Mapping                            | \$10,000         | \$0              |
| 1999                        | Community building repairs         | \$25,000         | \$25,000         |
|                             | <b>Totals Since REAP Inception</b> | <b>\$275,500</b> | <b>\$159,000</b> |

## **PART II - Terms and Conditions**

### **1. Availability of funds**

Payments pursuant to this contract are to be made only from monies made available to ASCOG for the REAP program. Notwithstanding any other provisions, payments to the Contractor by ASCOG are subject to the availability of such funds as determined by State action and/or law. ASCOG may take any action necessary in accordance with such determination.

### **2. Modification (Amendment)**

- a. This contract is subject to such modification as may be required by State Law. ASCOG may make any such modification unilaterally.
- b. Except as otherwise provided in this contract, the work and services to be performed and the total contract amount may be modified only upon written agreement of the duly authorized representatives of both parties.
- c. Revisions to the contract must be approved in writing in advance by ASCOG.
- d. A waiver by ASCOG of any provisions of this contract must be in writing and signed by the Executive Director of ASCOG.

### **3. ASCOG**

- a. ASCOG will provide funding for the project up to the total contract amount. (Amounts spent or obligated over the contract amount will be the sole responsibility of the Contractor.)

b. The narrative provided by the Contractor during the application process will become part of this contract. Only the project costs outlined in the narrative will be considered as allowable costs for this contract. ASCOG will not consider modifications to the project description after the contract is awarded.

### **4. Contractor**

- a. The Contractor Subcontractor will provide the necessary personnel, facilities, supplies, equipment and/or related resources and skills to accomplish all projects in accordance with the terms and conditions of this contract. The Contractor agrees to perform those duties, obligations and representations contained in this contract and amendments thereto submitted to and accepted by ASCOG, and to be bound by the provisions of all subcontracts, said application being incorporated herein and made a part hereof by reference.
- b. All of the work and services required shall be performed by the Contractor or Subcontractor, or be performed under the Contractor's or Subcontractor's supervision, and all personnel engaged therein must be fully qualified and authorized under state and local law to perform such work and services.
- c. None of the work and services covered by this contract or the attached subcontracts may be

subcontracted without prior written approval of ASCOG except when clearly stated in the Subcontracts.

- d. Contractor shall have 3 full fiscal years following the fiscal year of the award to complete the project. Any unspent funds after that time will be automatically deobligated.
- e. In no event will this contract or any subcontract incur obligation on the part of ASCOG beyond that stated in section 3, above.

**5. Request for payment**

- a. Contractor may request payment from ASCOG for outstanding contractor invoices that will be paid by Contractor within 30 days from the date of request. Attachment A, Request for Payment, will be completed with the Anti-Collusion affidavit and forwarded to ASCOG. The Contractor should limit the number of payment requests to three for each awarded project.
- b. *All cash matches listed on the application for the project must be spent by the Contractor before REAP funds can be requested. Contractors must submit receipts for all cash matches prior to or with the first Request for Payment.*
- c. *Documentation for all in-kind matches must be submitted with appropriate time sheets, equipment rates, etc. directly related to the project. In-kind documentation must be completed and submitted with the final request for payment.*

**6. Employee benefits**

The Contractor and Subcontractor have full responsibility for the payment of Workers' Compensation insurance, unemployment insurance, social security, State and Federal income taxes and other deductions required by law for their employees.

**7. Certification by Contractor**

- a. The Contractor expressly agrees to be solely responsible to insure that the use of the monies received under this contract complies with all State statutes and other legal authority. The Contractor recognizes that it is responsible for assuring financial programmatic compliance by its subcontractors.
- b. The Contractor specifically certifies and assures that:
  - (1) It will adhere to State regulations pertaining to non-discrimination.
  - (2) It will maintain fiscal controls and accounting procedures adequate to ensure the proper disbursement and accounting for all funds received pursuant to this program.

**8. Hold Harmless Clause**

The Contractor shall, within limitations placed on such entities by State law, save harmless ASCOG, the State of Oklahoma, its agents, officers, and employees from all claims and actions and all expenses defending same that are brought as a result of injury or damages sustained by any person or property in consequence of any act or omission by the Contractor or any Subcontractor. The

Contractor shall, within limitations placed on such entities by State law, save harmless ASCOG, the State of Oklahoma, its agents, officers, and employees from any claim or amount recovered as a result of infringement of patent, trademark or copyright or from any claim or amounts arising or recovered under Workers' Compensation law or any other law. In any agreement with any Subcontractor or any agent for the Contractor, the Contractor will specify that such Subcontractor or agents shall hold harmless the State

of Oklahoma, its agents, officers and employees from all the hereinbefore described expenses, claims, actions or amounts recovered.

9. **Political activity**

- a. No portion of the contract funds may be used for any political activity or further the election or defeat of any candidate for public office. Nor shall any portion of the contract funds be used to further the adoption or defeat of any bond, proposal or issue brought to a vote of the people.
- b. No portion of the contract funds may be used for lobbying activity.

10. **Payments to companies**

- a. No contract funds may be paid to any corporation, limited liability company, partnership, proprietor or other private entity except for services to be provided pursuant to an approved project.
- b. No contract funds may be loaned to any corporation, limited liability company, partnership, proprietor or other legal entity.

11. **No-Conflict Covenant**

The Contractor covenants that no members or employees of any governing board of the Contractor or Subcontractor have any personal or financial interest, direct or indirect, and that none shall acquire any such interest, that would conflict with the full and complete execution of this contract, and that none shall acquire any such interest. The Contractor further covenants that in the performance of this contract the Contractor or Subcontractor will employ no person having any such interest.

12. **Compensation to contractors**

- a. Funds made available pursuant under this contract shall be used only for expenses incurred during the period funded as specified in Part I for the purposes and activities approved and agreed to by ASCOG. No contract funds shall be used for any expense incurred either prior to or after the time period specified. Contract funds shall not be used for any purpose other than those approved and agreed to by ASCOG.
- b. The funds provided under this contract shall not be used to pay any administrative expenses of the entity requesting the funds or any Subcontractor, or any expenses of the Contractor or Subcontractor in preparation for this project. This provision shall not apply to funds provided pursuant to 62 O.S. Supp. 1998 2011(c).

13. **Travel and Per-Diem**

No travel-related costs, including per diem, shall be paid from these funds.

**14. Procurement**

Procurement of goods and services and the management and disposition of personal property acquired with the contract funds shall be governed by the principles of the Oklahoma Central Purchasing Act, 74 O.S. 85.1, et. seq.

**15. Records, Reports, and Documentation**

- a. The Contractor shall maintain records and accounts, including property, personnel and financial records, that properly document and account for all project funds. ASCOG may require specific types and forms of records.
- b. The Contractor shall furnish ASCOG with source documentation (receipts, purchase orders, etc.) to support payment requests each time that REAP funds are drawn down.
- d. The Contractor shall retain all books, documents, papers, records, and other materials involving all activities and transactions related to this contract for at least five (5) years from the submission of the Final Expenditure Report or until all audit findings have been resolved, whichever is later, or as otherwise required by law. The Contractor shall, as ASCOG deems necessary, permit authorized representatives of ASCOG and the State of Oklahoma full access to and the right to fully examine all such materials without prior notice.

**16. Closing out of period funding**

- a. The Contractor shall promptly return to ASCOG any funds received under this contract that are returned to the Contractor as a result of rebates, discounts, or from the return of goods purchased from vendors by the Contractor or Subcontractors.
- b. When actual expenditures total less than the contract amount, the contract shall automatically be deobligated to the actual expenditures as shown in the closeout documents and such excess funds will be returned to ASCOG.

**17. Interpretation, Remedies**

- a. In the event the parties fail to agree on changes or interpretations of this Contract, the decision of ASCOG shall prevail.
- b. The decision of ASCOG shall prevail in the event of any disagreement between the Contractor and ASCOG relating to the technical competence of the work and services being performed or its conformity to the requirements of this contract.
- c. Neither forbearance nor payment by ASCOG shall be construed to constitute waiver of any remedies for any default or breach by the Contractor or Subcontractor that exist or occur later.

**18. Termination or suspension**

- a. This contract may be terminated or suspended in whole or in part at any time by written

agreement of the parties.

- b. This contract may be terminated or suspended by ASCOG, in whole or in part, for cause, after notice and an opportunity for the Contractor to present reasons why such action should not be taken. Grounds for constituting cause include but are not limited to:
  - (1). Contractor fails to comply with provisions of this contract or with any applicable laws, regulations, guidelines or procedures, or is unduly dilatory in executing its commitments under this contract.
  - (2). Purposes for the funds have not been or will not be fulfilled or would be illegal to carry out.
  - (3). Contractor has submitted incorrect or incomplete documentation pertaining to this contract.
- c. In the event of termination or suspension, the Contractor shall be entitled to payment for otherwise valid and allowable obligations incurred in good faith prior to notice of such action and to reimbursement for reasonable and necessary expenses. The Contractor shall reduce to the minimum possible all obligations, prepaid expenses and other costs.
- d. The Contractor shall not be relieved of liability to ASCOG for damages sustained by ASCOG by virtue of any breach of this contract by Contractor or Subcontractor. ASCOG may withhold payments due under this contract pending resolution of the damages.

19. **Entire agreement**

This contract constitutes the entire agreement between ASCOG and the Contractor and that it is final and complete. No evidence of alleged prior dealings, course of dealing or performance not specifically set out herein shall be deemed in any sense relevant to supply any unexpressed term, to supplement or qualify this contract or to add any stipulation or obligation different from or inconsistent with the express provisions of this contract.

20. **Severability clause**

If any provision under this contract or its application to any person or circumstance is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this contract or its application that can be given effect without the invalid provision or application.

# REAP

## ATTACHMENT A – REQUEST FOR PAYMENT

| RECIPIENT ORGANIZATION<br>(City/Town/County Information) |                   | TYPE OF PAYMENT<br>REQUESTED  |  |  |  |
|--|-------------------|---|--|--|--|
| Name:  | Town of Bradley   | Advance<br>Payment to<br>Pay a Bill   |  | Reimbursement for<br>other funds spent on<br>project |  |
| Address:   | P.O. Box 11       | <i>Cash match receipts submitted prior to or<br/>with first Request for Payment</i> |  |  |  |
| City, State, and Zip                                     | Bradley, OK 73011 | Final<br>Request for<br>Funds   |  | Partial Request for<br>Funds                         |  |

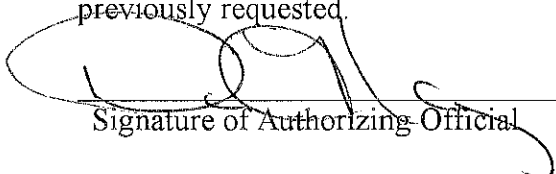
|                                   |             |  |   |  |   |  |
|-----------------------------------|-------------|--|---|--|---|--|
| Contract Number:                  | REAP 102223 |  |   |  |   |  |
| Total Contract Amount<br>Awarded: | \$45,000.00 |  |   |  |   |  |
| Pay Request Number:               | 1           |  | 2 |  | 3 |  |

|  |         |
|--|---------|
| Cash Match Committed, if applicable                    | \$ 0.00 |
| Cash Match Documented (documentation must be provided) | \$      |
| Cash Match remaining to be documented                  | \$      |

|   |    |
|---|----|
| 1. Total REAP project funds <i>spent</i> as of this date:   | \$ |
| 2. Amount needed to pay bills on hand that will be paid within 30 days of the date of this request (Invoice or estimate attached – receipts to follow): | \$ |
| 3. Total (Add 1 and 2)  | \$ |
| 4. Total amount of REAP project funds previously <i>drawn</i> down.   | \$ |
| 5. Amount of this request - cannot exceed approved total of REAP funds for this project. (3 minus 4)  | \$ |
| 6. Amount of REAP project funds remaining after this request. (Add 4 and 5 and Subtract from total of Grant Award for this project.)                    | \$ |

### CERTIFICATION

I certify that to the best of my knowledge and belief the data above are correct and that all outlays were made in accordance with the grant conditions or other agreements and that payment is due and has not been previously requested.

  
 \_\_\_\_\_  
 Signature of Authorizing Official

7-14-10

\_\_\_\_\_  
 Date



**NON-COLLUSION AFFIDAVIT**

STATE OF OKLAHOMA

COUNTY OF Grady

I, Dona Thorburg, of lawful age, being first duly  
*(Printed or Typed Name of Mayor or County Commissioner Chair)*

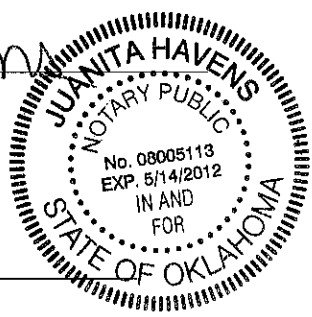
sworn, on oath says that (s)he is the agent authorized to submit the attached pay request. Affiant further states that (s)he has not been a party to any collusion in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any state official or employee as to quantity, quality or price in the contract, or any other terms of said contract; or in any discussions between contractors and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

[Signature]  
*(Signature of Mayor or County Commissioner Chair)*

SUBSCRIBED AND SWORN to before me this day of 17  
July, 2010.

080050113  
Juanita Havens  
Notary Public

My commission Expires:  
5/14/2012



# FY 2010 ASCOG-REAP APPLICATION

## PROJECT INFORMATION

Town of Bradley  
Applicant (Community or County District)

### Project Summary/Impact Statement:

This is Phase I of several phases. We will replace the pipes starting in the block of Terry Avenue. We need to replace pump and hydrants.

### Project Type (v)

Business and Economic Development  Community Facilities  Infrastructure

## PROJECT BUDGET

|  |    |        |
|--|----|--------|
| Total Project Cost (All Phases):                         | \$ | _____  |
| Total Cost of This Phase:                                | \$ | 45,000 |
| Amount of REAP Grant Request (This Phase):               | \$ | 45,000 |
| Total anticipated ASCOG-REAP Grant Request (All Phases): | \$ | 45,000 |
| Local Efforts (This Phase)                               |    |        |
| Contributing Partners:                                   | \$ | _____  |
| Leverage Efforts:  | \$ | _____  |
| Other Grants:  | \$ | _____  |

(\*Must already be approved or have a Letter of Commitment attached to count leverage contributing partners or other grants.)

### Verification of Leverage

Federal/State/Other participation (loans, grants, etc.), if any. Attach copies of commitment letters.

| AGENCY/ENTITY | PURPOSE | AMOUNT |
|---------------|---------|--------|
|               |         |        |
|               |         |        |
|               |         |        |
|               |         |        |

### Project Staging:

Is the project to be completed in phases? Yes  No

If staged: Number of phases required for completion

For which phase is this application?

ASSOCIATION OF SOUTH CENTRAL OKLAHOMA GOVERNMENTS  
2010 RURAL ECONOMIC ACTION PLAN APPLICATION

APPLICATION DUE NO LATER THAN 5:00 P.M. ON FRIDAY, AUGUST 21, 2009

CONTACT INFORMATION

Town of Bradley  
Applicant (Community or County Commissioner District)

P.O. Box 11 Bradley, Ok. 73101  
Address: Street, Community, Zip

Donna Thornburg Mayor  
Contact Person Title

405-222-2697 405-752-8853  
Phone (Including Area Code) Fax (Including Area Code)

Donna.Thornburg@Paketmail.com 731204792  
Email FBI#

County Unincorporated Project Area Population

Are ASCOG membership dues current? Yes  No

Did a representative for the applicant attend an ASCOG REAP workshop? Yes  No

Does the applicant use ASCOG to write and administer your CDBG grants? Yes  No

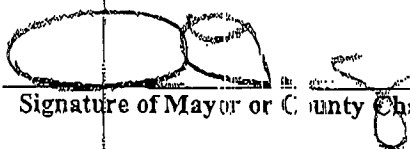
Is the applicant NIMS compliant?\* Yes  No

(\*Applicants must be NIMS compliant to submit an application.)

SUBMITTING THE APPLICATION

The Mayor or Chairman of the Board of County Commissioners is required to sign all applications.

I certify that this application has been reviewed and approved for submittal at a public meeting. I understand that this project is subject to all applicable State laws and must be audited.

 Mayor 6-26-09  
Signature of Mayor or County Chairman Title Date

Submit complete applications to:

ASCOG  
Attention: Ronnie Ward  
P.O. Box 1647  
Duncan, Oklahoma 73534

RECEIVED  
AUG 25 2009  
ASCOG

Fax # 580-252-6170  
Email ward\_ro@ascog.org

## 2010 ASCOG - REAP GRADING WORKSHEET INFRASTRUCTURE

|   |   |
|---|---|
| APPLICANT: <u>Town of Castle</u>  |   |
| 1. POPULATION (2000 CENSUS): <u>182</u>   | 2. REVENUE LEVEL (OSAI-2643): \$ <u>27,221</u>  |
| 1,500 and Under: <input checked="" type="checkbox"/> (3 points)<br>1,501 - 2,000: _____ (3 points)<br>2,001 - 3,000: _____ (4 points)<br>3,001 - 4,500: _____ (2 points)<br>4,501 - 6,999: _____ (1 point)  | \$0 - \$250,000: <input checked="" type="checkbox"/> (9 points)<br>\$250,001 - \$500,000: _____ (7 points)<br>\$500,001 - \$750,000: _____ (5 points)<br>\$750,001 - \$1,000,000: _____ (3 points)<br>>\$1,000,000: _____ (1 point)   |
| Maximum Points for Category 1 is 8.   |   |
| 3. LOCAL EFFORT (All local effort points must include supporting documentation.)  |   |
| 3.1. Financial Effort<br>Sales Tax of \$.03 or more: <input checked="" type="checkbox"/> (4 points)<br>Sales Tax under \$.03: _____ (2 points)<br>Use Tax: _____ (2 points)   | 3.2 MANDATE<br>Consent Order: <input checked="" type="checkbox"/> (2 points)<br>Written Warning: _____ (1 point)  |
| Maximum Points for Category 3.1 is 6.   |   |
| 3.3 NEED (Utility Rates for first 5,000 gallons) <u>A town on rural water will use its rural water rates.</u>   |   |
| Water Sewer Systems: \$ _____ (3 points)<br>\$39 or more: _____ (5 points)<br>\$29 - \$38.99: _____ (3 points)<br>\$24 - \$28.99: _____ (1 point)<br>\$17 - \$23.99: _____ (0 points)<br>Under \$17: _____ (0 points)   | Water System Only: \$ <u>41.25</u><br>\$34 or more: <input checked="" type="checkbox"/> (8 points)<br>\$24 - \$33.99: _____ (5 points)<br>\$16 - \$23.99: _____ (3 points)<br>\$10-15.99: _____ (1 point)<br>Under \$10: _____ (0 points)   |
| Maximum Points for Category 3.3 is 8.   |   |
| 4. PREVIOUS ASCOG REAP APPLICATION FOR SAME PROJECT REJECTED WITHIN PAST 2 YEARS  |   |
| Maximum Points for Category 4 is 8. (9 points)  |   |
| 5. APPLICATION AMOUNT: \$ <u>45,000</u>   | 6. TOTAL REAP \$ IN LAST 5 YEARS: \$ <u>105,000</u>   |
| \$45,000 and under: <input checked="" type="checkbox"/> (3 points)<br>\$45,001 - \$55,000: _____ (6 points)<br>\$55,001 - \$65,000: _____ (5 points)<br>\$65,001 - \$75,000: _____ (4 points)<br>\$75,001 - \$85,000: _____ (3 points)<br>\$85,001 - \$95,000: _____ (2 points)<br>>\$95,000: _____ (1 point)   | \$45,000 and Under: _____ (10 points)<br>\$45,001 - \$55,000: _____ (9 points)<br>\$55,001 - \$65,000: _____ (8 points)<br>\$65,001 - \$75,000: _____ (7 points)<br>\$75,001 - \$85,000: _____ (6 points)<br>\$85,001 - \$95,000: _____ (5 points)<br>\$95,001 - \$105,000: <input checked="" type="checkbox"/> (4 points)<br>\$105,001 - \$115,000: _____ (3 points)<br>\$115,001 - \$125,000: _____ (2 points)<br>>\$125,000: _____ (1 point) |
| Maximum Points for Category 5 is 8.   |   |
| 7. REGIONAL PROJECT   |   |
| Application involves 3 or more entities: _____ (4 points)<br>Application involves 2 entities: _____ (2 points)  |   |
| Maximum Points for Category 7 is 4.   |   |
| 8. CIP  |   |
| Completed within last 5 years, included in application, or under contract to be mapped: _____ (3 points)<br>CIP completed within last 10 years but older than 5 years: _____ (2 points)<br>Current 5 Year Strategic Plan only: <input checked="" type="checkbox"/> (1 point)<br>CIP older than 10 years or if mapping and inventorying completed but not formally adopted: _____ (0 points) |   |
| Maximum Points for Category 8 is 3.   |   |
| 9. REQUESTED FUNDS SUFFICIENT TO COMPLETE PROJECT OR PHASE (As standalone funding or as leverage for a CDBG application to be submitted within 4 months resulting in sufficient funds to complete project.)   |   |
| Maximum Points for Category 9 is 3. <u>3</u> (3 points)   |   |
| 10. ASCOG TRUSTEE ASSESSMENT POINTS   |   |
| Maximum Points for Category 10 is 30. (0-30 points)   |   |
| <b>TOTAL OBJECTIVE POINTS (Categories 1 - 9)</b>  |   |
| Maximum Points for Categories 1 - 9 is 70. (0-70 points)  |   |
| SCORED BY: _____  | TOTAL POINTS _____  |
| CHECKED BY: _____   | Maximum Total Points is 100.  |

## 2010 5 year Strategic Plan

1. Water lines
2. City Hall
3. Barn for tractor
4. Maintenance equipment
5. Computer Software / Hardware

Town of Bradley

August 26, 2009

Authorized Officers: Donna Thornburg

No. Pass For Inventory

Proposed Project - Water Lines

Cat. - Utilities Category

Needs to Be Replaced

Prop Commit: To Replaced Old Lines & Improve Water Pressure to Residents

Useful Life Expectancy of Existing Lines -  
New Water Is Being Replaced Immediately &  
Water Pressure Exceed Existing Line Limits.

Final Priority - Essential ~~to~~

Funding Sources:

Total Cost Phase:

- 1
- 2
- 3
- 4
- 5

Meeting to order @ 7:10 Pm 8-24-09

Discussed water system w/ Anita Havens  
Passed CIP Capital Improvement Plan  
Brought Priority of CIP Before Board For Approval  
Plan Approved  
Discussed REAR Grant - Filled ~~for~~ Application Out

ODEQ will be notified to send Consent order

Received Copies of Detailed Water Lines Improvement  
From Bradley Water Dept.

Discussed Park Improvements - Sidewalks - Cells  
Basket Ball

Approved buying Signs for No Dumping

Approved Payment Bruce Jones Oilfield Ser. for  
Construction on Creek Levees by School

Approved Payment for John Deere Tractor = \$28,062.

Meeting Adjourned @ 8:46 Pm

7-2-09

copy copy

**To All Grady County RWD #3 Members:**

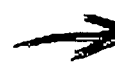
We will be starting construction on our new water tower and it may cause some inconvenience for some of our members. Due to operation expenses we will be forced to raise the rates. DEQ makes us use chlorine in our water, the cost of chemical for the water and new water pump have already doubled. Water sampling fees have doubled as well, now \$2500.00 per year. Solid waste(trash) is also increasing to \$\_\_\_\_\_. The water co. does not have control over solid waste, the Town of Bradley does. In conclusion the rates will have to increase due to the cost of living. Sorry for any inconvenience.



TRASH SERVICE - 1 CART = \$11.10 2 CARTS = \$22.20  
TRASH SERVICE - 1 CART = \$11.10 2 CARTS = \$22.20

TRASH SERVICE - 1 CART = \$11.10 2 CARTS = \$22.20

New



| AMOUNT | UNIT   | CHARGE     | TRASH    | TOTAL      |
|--------|--------|------------|----------|------------|
| 2000   | allons | \$ 22.25   | \$ 11.10 | \$ 33.35   |
| 3000   | allons | \$ 33.25   | \$ 11.10 | \$ 44.35   |
| 4000   | allons | \$ 44.25   | \$ 11.10 | \$ 55.35   |
| 5000   | allons | \$ 55.25   | \$ 11.10 | \$ 66.35   |
| 6000   | allons | \$ 66.25   | \$ 11.10 | \$ 77.35   |
| 7000   | allons | \$ 77.25   | \$ 11.10 | \$ 88.35   |
| 8000   | allons | \$ 88.25   | \$ 11.10 | \$ 99.35   |
| 9000   | allons | \$ 99.25   | \$ 11.10 | \$ 110.35  |
| 10000  | allons | \$ 110.25  | \$ 11.10 | \$ 121.35  |
| 11000  | allons | \$ 121.25  | \$ 11.10 | \$ 132.35  |
| 12000  | allons | \$ 132.25  | \$ 11.10 | \$ 143.35  |
| 13000  | allons | \$ 143.25  | \$ 11.10 | \$ 154.35  |
| 14000  | allons | \$ 154.25  | \$ 11.10 | \$ 165.35  |
| 15000  | allons | \$ 165.25  | \$ 11.10 | \$ 176.35  |
| 16000  | allons | \$ 176.25  | \$ 11.10 | \$ 187.35  |
| 17000  | allons | \$ 187.25  | \$ 11.10 | \$ 198.35  |
| 18000  | allons | \$ 198.25  | \$ 11.10 | \$ 209.35  |
| 19000  | allons | \$ 209.25  | \$ 11.10 | \$ 220.35  |
| 20000  | allons | \$ 220.25  | \$ 11.10 | \$ 231.35  |
| 21000  | allons | \$ 231.25  | \$ 11.10 | \$ 242.35  |
| 22000  | allons | \$ 242.25  | \$ 11.10 | \$ 253.35  |
| 23000  | allons | \$ 253.25  | \$ 11.10 | \$ 264.35  |
| 24000  | allons | \$ 264.25  | \$ 11.10 | \$ 275.35  |
| 25000  | allons | \$ 275.25  | \$ 11.10 | \$ 286.35  |
| 26000  | allons | \$ 286.25  | \$ 11.10 | \$ 297.35  |
| 27000  | allons | \$ 297.25  | \$ 11.10 | \$ 308.35  |
| 28000  | allons | \$ 308.25  | \$ 11.10 | \$ 319.35  |
| 29000  | allons | \$ 319.25  | \$ 11.10 | \$ 330.35  |
| 30000  | allons | \$ 330.25  | \$ 11.10 | \$ 341.35  |
| 31000  | allons | \$ 341.25  | \$ 11.10 | \$ 352.35  |
| 32000  | allons | \$ 352.25  | \$ 11.10 | \$ 363.35  |
| 33000  | allons | \$ 363.25  | \$ 11.10 | \$ 374.35  |
| 34000  | allons | \$ 374.25  | \$ 11.10 | \$ 385.35  |
| 35000  | allons | \$ 385.25  | \$ 11.10 | \$ 396.35  |
| 36000  | allons | \$ 396.25  | \$ 11.10 | \$ 407.35  |
| 37000  | allons | \$ 407.25  | \$ 11.10 | \$ 418.35  |
| 38000  | allons | \$ 418.25  | \$ 11.10 | \$ 429.35  |
| 39000  | allons | \$ 429.25  | \$ 11.10 | \$ 440.35  |
| 40000  | allons | \$ 440.25  | \$ 11.10 | \$ 451.35  |
| 41000  | allons | \$ 451.25  | \$ 11.10 | \$ 462.35  |
| 42000  | allons | \$ 462.25  | \$ 11.10 | \$ 473.35  |
| 43000  | allons | \$ 473.25  | \$ 11.10 | \$ 484.35  |
| 44000  | allons | \$ 484.25  | \$ 11.10 | \$ 495.35  |
| 45000  | allons | \$ 495.25  | \$ 11.10 | \$ 506.35  |
| 46000  | allons | \$ 506.25  | \$ 11.10 | \$ 517.35  |
| 47000  | allons | \$ 517.25  | \$ 11.10 | \$ 528.35  |
| 48000  | allons | \$ 528.25  | \$ 11.10 | \$ 539.35  |
| 49000  | allons | \$ 539.25  | \$ 11.10 | \$ 550.35  |
| 50000  | allons | \$ 550.25  | \$ 11.10 | \$ 561.35  |
| 51000  | allons | \$ 561.25  | \$ 11.10 | \$ 572.35  |
| 52000  | allons | \$ 572.25  | \$ 11.10 | \$ 583.35  |
| 53000  | allons | \$ 583.25  | \$ 11.10 | \$ 594.35  |
| 54000  | allons | \$ 594.25  | \$ 11.10 | \$ 605.35  |
| 55000  | allons | \$ 605.25  | \$ 11.10 | \$ 616.35  |
| 56000  | allons | \$ 616.25  | \$ 11.10 | \$ 627.35  |
| 57000  | allons | \$ 627.25  | \$ 11.10 | \$ 638.35  |
| 58000  | allons | \$ 638.25  | \$ 11.10 | \$ 649.35  |
| 59000  | allons | \$ 649.25  | \$ 11.10 | \$ 660.35  |
| 60000  | allons | \$ 660.25  | \$ 11.10 | \$ 671.35  |
| 61000  | allons | \$ 671.25  | \$ 11.10 | \$ 682.35  |
| 62000  | allons | \$ 682.25  | \$ 11.10 | \$ 693.35  |
| 63000  | allons | \$ 693.25  | \$ 11.10 | \$ 704.35  |
| 64000  | allons | \$ 704.25  | \$ 11.10 | \$ 715.35  |
| 65000  | allons | \$ 715.25  | \$ 11.10 | \$ 726.35  |
| 66000  | allons | \$ 726.25  | \$ 11.10 | \$ 737.35  |
| 67000  | allons | \$ 737.25  | \$ 11.10 | \$ 748.35  |
| 68000  | allons | \$ 748.25  | \$ 11.10 | \$ 759.35  |
| 69000  | allons | \$ 759.25  | \$ 11.10 | \$ 770.35  |
| 70000  | allons | \$ 770.25  | \$ 11.10 | \$ 781.35  |
| 71000  | allons | \$ 781.25  | \$ 11.10 | \$ 792.35  |
| 72000  | allons | \$ 792.25  | \$ 11.10 | \$ 803.35  |
| 73000  | allons | \$ 803.25  | \$ 11.10 | \$ 814.35  |
| 74000  | allons | \$ 814.25  | \$ 11.10 | \$ 825.35  |
| 75000  | allons | \$ 825.25  | \$ 11.10 | \$ 836.35  |
| 76000  | allons | \$ 836.25  | \$ 11.10 | \$ 847.35  |
| 77000  | allons | \$ 847.25  | \$ 11.10 | \$ 858.35  |
| 78000  | allons | \$ 858.25  | \$ 11.10 | \$ 869.35  |
| 79000  | allons | \$ 869.25  | \$ 11.10 | \$ 880.35  |
| 80000  | allons | \$ 880.25  | \$ 11.10 | \$ 891.35  |
| 81000  | allons | \$ 891.25  | \$ 11.10 | \$ 902.35  |
| 82000  | allons | \$ 902.25  | \$ 11.10 | \$ 913.35  |
| 83000  | allons | \$ 913.25  | \$ 11.10 | \$ 924.35  |
| 84000  | allons | \$ 924.25  | \$ 11.10 | \$ 935.35  |
| 85000  | allons | \$ 935.25  | \$ 11.10 | \$ 946.35  |
| 86000  | allons | \$ 946.25  | \$ 11.10 | \$ 957.35  |
| 87000  | allons | \$ 957.25  | \$ 11.10 | \$ 968.35  |
| 88000  | allons | \$ 968.25  | \$ 11.10 | \$ 979.35  |
| 89000  | allons | \$ 979.25  | \$ 11.10 | \$ 990.35  |
| 90000  | allons | \$ 990.25  | \$ 11.10 | \$ 1001.35 |
| 91000  | allons | \$ 1001.25 | \$ 11.10 | \$ 1012.35 |
| 92000  | allons | \$ 1012.25 | \$ 11.10 | \$ 1023.35 |
| 93000  | allons | \$ 1023.25 | \$ 11.10 | \$ 1034.35 |
| 94000  | allons | \$ 1034.25 | \$ 11.10 | \$ 1045.35 |
| 95000  | allons | \$ 1045.25 | \$ 11.10 | \$ 1056.35 |
| 96000  | allons | \$ 1056.25 | \$ 11.10 | \$ 1067.35 |
| 97000  | allons | \$ 1067.25 | \$ 11.10 | \$ 1078.35 |
| 98000  | allons | \$ 1078.25 | \$ 11.10 | \$ 1089.35 |
| 99000  | allons | \$ 1089.25 | \$ 11.10 | \$ 1100.35 |
| 100000 | allons | \$ 1100.25 | \$ 11.10 | \$ 1111.35 |

Shurley  
Layton  
Jeff Watts  
Southeastern Wisconsin  
Municipal Waste Management

Solid Waste Services

2500 S. 9th Street  
Milwaukee, WI 53204  
Phone: 414-224-1100  
Fax: 414-224-1101  
www.shurley.com

GRADY  
2609A  
CONSENT  
ORDER

DEPARTMENT OF ENVIRONMENTAL QUALITY  
WATER QUALITY DIVISION  
STATE OF OKLAHOMA

IN THE MATTER OF: )  
 )  
Administrative Proceeding, )  
Public Water Supply, )  
Grady County Rural Water )  
District # 3, )  
Respondent, )  
 )  
Water Quality Division, )  
Petitioner, )  
 )  
Facility No. 200007 )  
 )  
Problem: Pressure )

OKLAHOMA  
DEPT. OF ENVIRONMENTAL QUALITY

JUL 18 2003

FILED BY: slb  
HEARING CLERK

Case No. 03-056

CONSENT ORDER

The Oklahoma Department of Environmental Quality ("DEQ") and the Grady County Rural Water District #3 ("Respondent") (collectively "Parties"), desire to resolve issues of compliance with DEQ involving certain violations, without the necessity for formal administrative or judicial proceedings and hereby agree to this Consent Order.

FINDINGS OF FACT

1. The Respondent owns and operates a permitted community public water supply system that serves customers of the City of Bradley in Grady County, Oklahoma.
2. The Respondent is in violation of the following statute and Oklahoma Administrative Code (OAC), Title 252, Chapter 631, "Public Water Supply Operation."

OAC 252:631-3-20 -- All Public Water Supply systems must maintain a water pressure of at least twenty-five (25) psi at all service connections.

Inspections by DEQ representative, Patricia Coyle, on May 6, 2002, May 20, 2002, and April 4, 2003, revealed that the water pressures at 171 West 6<sup>th</sup> and 420 South Terry were 20 psi, on each date.



ASSOCIATION OF SOUTH CENTRAL  
OKLAHOMA GOVERNMENTS

August 9, 2012

Mayor Donna Thornburg  
Town of Bradley  
P.O. 11  
Bradley, OK 735011-0011

REF: REAP Grant Contract 102254

Dear Mayor Thornburg:

Please give careful consideration to this courtesy reminder. The Town of Bradley's REAP grant contract for **\$45,000** signed in 2010 will **expire June 30, 2013**. Grant fund expenses from this grant are limited to **replacing water lines on Terry Avenue replacing the pump and fire hydrants to improve water pressure and related engineering expenses**. As of this date, no requests have been submitted for payment.

I would remind you that you must submit a request for payment and an affidavit of non-collusion with each request. Additionally, an invoice for work or materials related to the approved project must also be submitted with each request.

Payment for any work or materials outside the project description listed above are not reimbursable from REAP funds. Requests for payments submitted after June 30, 2013, will be ineligible for reimbursement. There will be no time extensions. If the project has been completed and/or there will be no further requests for funds, please complete the enclosed de-obligation form.

The purpose of this letter is simply to alert you that time is running out to get the REAP funds spent for your described project. We look forward to working with you on future REAP projects.

If you have any questions concerning this matter, please contact me at 580-252-0595.

Sincerely,

A handwritten signature in black ink that reads "Ronnie Ward". The signature is written in a cursive, flowing style.

Ronnie Ward  
Community and Economic Development Director



Association of South Central Oklahoma Governments (ASCOG)  
REAP Deobligation request

Recipient: \_\_\_\_\_

REAP Contract Number: \_\_\_\_\_

Amount of award to deobligate: \_\_\_\_\_

\_\_\_\_\_  
Mayor or County Commissioner signature

\_\_\_\_\_  
Date

A check should be attached for any unspent REAP funds on-hand from this award.

Send to:

Ronnie Ward, REAP Coordinator  
ASCOG  
PO Box 1647  
Duncan, OK 73534-1647  
phone (580) 252-0595  
fax (580) 252-6170  
[ward\\_ro@ascog.org](mailto:ward_ro@ascog.org)



ASSOCIATION OF SOUTH CENTRAL  
OKLAHOMA GOVERNMENTS

December 11, 2012

Brian,

The Town of Bradley (Grady County RWD #3) has a 2010 REAP and 2011 REAP both for \$45,000.00.

REAP Contract # 102254 will pay \$45,000.00 of J & C Construction Invoice dated 11/23/2012 in the amount of \$74,100.00 leaving a balance on the invoice of \$29,100.00.

REAP Contract #112276 will pay \$19,470.84 to Pioneer Supply and \$25,529.16 on J & C Construction Invoice dated 11/23/2012.

The remaining balance of J & C Construction Invoice dated 11/23/2012 of \$3,570.84 is the responsibility of Grady County RWD #3.

A handwritten signature in black ink, appearing to read "Tom", is centered on the page.

Tom Zigler

ASCOG CED Planner





## REAP ATTACHMENT A - REQUEST FOR PAYMENT

| RECIPIENT ORGANIZATION<br>(City/Town/County Information) |                    | TYPE OF PAYMENT<br>REQUESTED  |  |                           |   |
|--|--------------------|---|--|---------------------------|---|
| Name:  | Town of Bradley    | Cash match receipts must be submitted prior to or with first Request for Payment from REAP funds. |  |                           |   |
| Address:   | P.O. Box 11        |   |  |                           |   |
| City, State, and Zip                                     | Bradley, Ok. 73011 |   |  |                           |   |
|  |                    | Final Request for Funds   |  | Partial Request for Funds | X |

|                                |        |  |   |  |   |
|--------------------------------|--------|--|---|--|---|
| Contract Number:               | 102254 |  |   |  |   |
| Total Contract Amount Awarded: | 45,000 |  |   |  |   |
| Pay Request Number:            | ①      |  | 2 |  | 3 |

|  |      |
|--|------|
| CASH MATCH COMMITTED (if applicable)   | \$ 0 |
| CASH MATCH SPENT TO DATE (documentation must be provided)                                    | \$ 0 |
| CASH MATCH BALANCE (Cash Match Balance must be at \$0.00 before REAP funds can be accessed.) | \$ 0 |

|  |           |
|--|-----------|
| A. REAP AMOUNT AWARDED FOR THIS CONTRACT   | \$ 45,000 |
| B. TOTAL REAP FUNDS PREVIOUSLY REQUESTED AND SPENT ON THIS CONTRACT (documentation must have been previously provided) | \$ 0      |
| C. AMOUNT REQUESTED TO PAY ATTACHED INVOICES   | \$ 45,000 |
| D. TOTAL OF ALL REQUESTS (Add B and C; total cannot exceed contract amount awarded)                                    | \$ 45,000 |
| E. AMOUNT OF REAP PROJECT FUNDS REMAINING AFTER THIS REQUEST (Subtract D from A)                                       | \$ 0      |

OK 2/8/12  
12/11/2012

**CERTIFICATION** *See attached note.*

I certify that to the best of my knowledge and belief the data above are correct and that all outlays were made in accordance with the grant conditions or other agreements and that payment is due and has not been previously requested.

Signature of Authorizing Official

12-5-12  
Date

# Contractor's Application For Payment No.:

Headly Co. RWD #3  
Project: *Walden Construction*

Application Period: *11/8/12 - 11/30/12*  
 From (Contractor): *J.C. Construction*  
 To (Engineer): *SEWELL*  
 Application Date: *11/29/12*  
 Contract: *Walden RWD#3 Westline Loop*  
 Contractor's Project No.: *2111-716*  
 Engineer's Project No.: *2111-716*

## APPLICATOR FOR PAYMENT

Change Order Summary

| Number                             | Address | Deductions       |
|------------------------------------|---------|------------------|
| 1                                  |         | 29,234.00        |
| <b>TOTALS</b>                      |         | <b>29,234.00</b> |
| <b>NET CHANGE BY CHANGE ORDERS</b> |         | <b>29,234.00</b> |

## CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) all of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Surety performance bond and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

*David Miller*

Date: *11/23/12*

1. ORIGINAL CONTRACT PRICE
2. Net change by Change Order
3. CURRENT CONTRACT PRICE (Line 1 + 2)
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)
5. RETAINAGE:
  - a.  $15\% \times 78,000.00$  Work Completed **3,900**
  - b.  $\% \times \$$  Stored Materials **3,900**
  - c. Total Retainage (Line 5a + Line 5b) **7,800.00**
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5)
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Applications)
8. AMOUNT DUE THIS APPLICATION
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 8 above)

Payment of: 74,100.00 (Line 8 or other - Attach explanation)

is recommended by: *[Signature]* (Date) *11-29-12*

Payment of: 74,100.00 (Date) *11-29-12*

is approved by: *[Signature]* (Date) *12-3-2012*

Approved by: *[Signature]* (Date) *12-4-2012*



**NON-COLLUSION AFFIDAVIT**

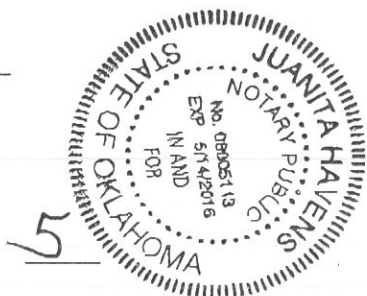
STATE OF OKLAHOMA

COUNTY OF Grady

I, Donna Thornburg of lawful age, being first duly  
*(Printed or Typed Name of Mayor or County Commissioner Chair)*

sworn, on oath says that (s)he is the agent authorized to submit the attached pay request. Affiant further states that (s)he has not been a party to any collusion in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any state official or employee as to quantity, quality or price in the contract, or any other terms of said contract; or in any discussions between contractors and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

[Signature]  
*(Signature of Mayor or County Commissioner Chair)*



SUBSCRIBED AND SWORN to before me this day of

12/5/Dec., 2012

Juanita Havens  
Notary Public

My commission Expires:  
6/14/2016



# APPLICATION

## ASSOCIATION OF SOUTH CENTRAL OKLAHOMA GOVERNMENTS 2011 RURAL ECONOMIC ACTION PLAN

**ORIGINAL APPLICATION DOCUMENTS MUST BE RECEIVED  
BY CLOSE OF BUSINESS (5:00 PM) ON WEDNESDAY, November 3, 2010**

Each blank must be completed and proper documentation attached or the application will be considered incomplete. No additional documentation will be accepted after the application due date.

1. APPLICANT Town of Bradley  
(City, Town or County and Commissioner's District)
2. ADDRESS P.O. Box 11, Bradley, Ok - 73011  
(Street, Town, Zip +4)
3. CONTACT PERSON Dana Thornburg (Name) (Mayor) (Title)
4. PHONE (Including Area Code) 405-227-2697 (Office) 405-756-8853 (Fax)
5. CONTACT PERSON'S E-MAIL Dana.Thornburg@rocketmail.com
6. MAYOR'S/COMMISSIONER'S E-MAIL Same
7. CLERK'S E-MAIL N/A
8. FEI# \_\_\_\_\_ 9. DUNS # \_\_\_\_\_
10. County Unincorporated Project Area Population N/A  
(County Applications Only)
11. Are ASCOG dues current? Yes  
(Yes or No)
12. Did a representative for the applicant attend an ASCOG REAP workshop? No  
(Yes or No)
13. Who writes applications and administers the applicant's CDBG grants? ASC.O.G.  
(Name of grant writer or ASCOG)
14. Population 182 (Commissioners must provide the number of beneficiaries to be served by the project. Cities and towns use latest census found on Attachment D.)

(Yes or No)

**RECEIVED**

NOV 03 2010

**ASCOG**

15. Project Type: Water  
 (Select One: Water, Solid Waste, Sewer, Streets, Rural Fire or Public Safety, Economic Development, Health Care, Telecommunications, Energy Distribution, Public Buildings)

16. PROJECT Summary/Impact Statement (Description of Project is limited to the space provided. No description attachments will be accepted. Do not change font or size of text box.):

Replace old out of date water lines.  
 This is very important to this towns water supply. Also for the protection of the town. So that the fire hydrants work properly.

17. ESTIMATED LINE ITEM BUDGET FOR PLANNING PURPOSES ONLY

| Item Description                     | Quantity | Cost per Item | Total Cost |
|--------------------------------------|----------|---------------|------------|
| Water lines                          |          |               | 30,040     |
| Fittings                             |          |               | 2240       |
| Valve - Valve Box - Air Relief Valve |          |               | 5800       |
| Thrust Block                         |          |               | 600        |
| Fire Hydrants                        |          |               | 4600       |
| TOTAL                                |          |               |            |

Parts

43480.00

- 18. Amount of REAP Funds Requested for this Application 45,000
- 19. Total Cost of This Phase 95,000  
 (Attach commissioner's estimate for street projects or an architect or engineer's estimate for water, sewer, building, etc. or a vendor's estimate for equipment.)
- 20. Total REAP funds awarded to applicant within last 5 years? \$150,000  
 (See Attachment D)
- 21. Previous ASCOG REAP application for same project unfunded within past 2 Years? Ø
- 22. All leverage or matches must be "new" money. Is the amount requested (with leverage and contributing partners) sufficient to complete this phase or project? YES  
 (Yes or No)
- 23. Phase Number for This Application 2
- 24. Number of phases required to complete project 3
- 25. Total ASCOG-REAP funds anticipated to be requested for this project (all phases) 3
- 26. Total of Cash Leverage Committed by Applicant for this Phase N/A  
 (Minutes from Public Meeting where commitment has been approved must be attached.)
- 27. Total In-Kind Leverage Committed by Applicant for this Phase N/A  
 (Minutes from Public Meeting where commitment has been approved must be attached.)
- 28. Cash Total from Contributing Partner(s) for this Phase N/A  
 (Attached Form A must be completed for EACH partner and included with application to be claimed.)
- 29. In-Kind Total from Contributing Partner(s) for this Phase N/A  
 (Attached Form B must be completed for EACH partner and included with application to be claimed.)
- 30. Other Grant Total for this Phase Ø Source of other Grant Ø  
 (Copy of approved grant contract must be included with application to be claimed.)
- 31. Date the application was been reviewed and approved for submittal by governing body at a public meeting 11-2-10  
 (A copy of the minutes must be included with the application.)
- 32. Number of Eligible Applicants requesting REAP funds for this Project 1  
 (Regional Projects Only)
- 33. Applicant's Sales Tax Percentage Amount 3.00%  
 (See Attachment D)
- 34. Use Tax 0.00%  
 (Yes or No - See Attachment D)

35. An updated 5 Year Strategic Plan and minutes approving the plan must be included in all applications. In addition to including the plan and minutes, indicate which category best describes the status of the applicant's Capital Improvements plan:
- Capital Improvements Plan within last year, included as part of application, or under contract to be mapped
  - Capital Improvements Plan completed within last 10 years but older than 5 years
  - 5 Year Strategic Plan only
36. Completed copy of appropriate scoring worksheet is included (Yes or No) Yes  
*(The completed scoring worksheet must be included with the application.)*

#### BUSINESS AND ECONOMIC DEVELOPMENT APPLICATIONS ONLY

Questions 37-41 are to be completed only for Business and Economic Development Applications.

37. Private Dollars Leveraged for Business and Economic project application 0  
*(Documentation from business verifying their financial commitment must be included in application.)*
38. Number of Jobs Created 0  
*(Documentation from business verifying number of new jobs must be included in application.)*
39. Number of Jobs Retained 0  
*(Documentation from business verifying number of jobs to be retained must be included in application.)*
40. Business Plan (Yes or No) N/A  
*(Copy of Business Plan must be included with application to be considered.)*
41. Economic Development Trust (Yes or No) No  
*(Copy of documentation confirming applicant has an economic development trust.)*

#### COMMUNITY FACILITIES APPLICATIONS ONLY

Questions 42-43 are to be completed for Community Facilities applications only.

42. Vital Public Health and Safety Project (Yes or No) N/A  
*(Supporting documentation and argumentation must be included with application.)*
43. Common Facilities (Yes or No) N/A  
*(Supporting documentation and argumentation must be included with application.)*

#### INFRASTRUCTURE APPLICATIONS ONLY

Questions 44 - 49 are to be completed for Infrastructure applications only.

44. Consent Order from ODEQ (Yes or No) N/A  
*(Copy of Order must be included with application.)*
45. Written Warning from ODEQ (Yes or No) N/A  
*(Copy of written warning must be included with application.)*

46. Total of Water and Sewer Rates for first 5,000 gallons from applicants furnishing both water and sewer NO  
 (Copy of current water and sewer schedule must be included with application.)

47. A town or rural water will use the rural water districts rates. Water Rates for first 5,000 gallons from applicants furnishing only water YES  
 (Copy of current water rate schedule must be included with application.)

48. No application for water or sewer construction projects will be funded unless the application includes an engineer's project description and estimate or part of the request is for funding to provide these services before construction activities commence. Are the provisions met in the application? (Yes or No) Yes

49. No application for wastewater projects will be funded unless a Sewer System Evaluation Survey (SSES) has been completed or part of the request is for funding to provide these services before construction activities commence. Are the provisions met in the application? (Yes or No) NO

**SUBMITTING THE APPLICATION**

The Mayor or Chairman of the Board of County Commissioners is required to sign all applications.

I certify that this application has been reviewed and approved for submittal at a public meeting and the minutes are attached.

I understand that this project is subject to all applicable State Laws.

I understand that any cash leverage claimed for this application must be expended before REAP funds can be accessed.

I understand that any unspent REAP funds for this project will automatically be deobligated on July 1, 2014.

  
 Signature of Mayor or County Chairman

Mayor  
 Title

11-2-10  
 Date

Submit completed applications to:

CED Staff will respond to questions or requests for assistance at 1-800-658-1466 or by email:

**ASCOG**  
 Attention: Ronnie Ward  
 P.O. Box 1647  
 Duncan, Oklahoma 73534

|                |                   |
|----------------|-------------------|
| Ronnie Ward    | ward_ro@ascog.org |
| Tom Zigler     | zigl_to@ascog.org |
| Barbara Birden | bird_ba@ascog.org |

COM. Dumpsters - \$ 46.00  
 BUSINESS MINIMUM water \$ 2.75 + 550 1000 \$  
 POST OFFICE AND PHONE CO. - \$ 82.75 + 550 @ 1000 \$  
 RASH SERVICE : 1 CART = \$ 11.10 2 CARTS = \$ 22.20

Aug 2009

-108

THIS RATE  
 Only change  
 Gallon usage  
 More gallon  
 The same

| AMOUNT         | CHAIR/RENT | TRASH    | TOTAL     |
|----------------|------------|----------|-----------|
| 2000 Gallons   | \$ 30.75   | \$ 11.10 | \$ 41.85  |
| 3000 Gallons   | \$ 36.75   | \$ 11.10 | \$ 47.85  |
| 4000 Gallons   | \$ 42.75   | \$ 11.10 | \$ 53.85  |
| 5000 Gallons   | \$ 48.75   | \$ 11.10 | \$ 59.85  |
| 6000 Gallons   | \$ 54.75   | \$ 11.10 | \$ 65.85  |
| 7000 Gallons   | \$ 60.75   | \$ 11.10 | \$ 71.85  |
| 8000 Gallons   | \$ 66.75   | \$ 11.10 | \$ 77.85  |
| 9000 Gallons   | \$ 72.75   | \$ 11.10 | \$ 83.85  |
| 10000 Gallons  | \$ 78.75   | \$ 11.10 | \$ 89.85  |
| 11000 Gallons  | \$ 84.75   | \$ 11.10 | \$ 95.85  |
| 12000 Gallons  | \$ 90.75   | \$ 11.10 | \$ 101.85 |
| 13000 Gallons  | \$ 96.75   | \$ 11.10 | \$ 107.85 |
| 14000 Gallons  | \$ 102.75  | \$ 11.10 | \$ 113.85 |
| 15000 Gallons  | \$ 108.75  | \$ 11.10 | \$ 119.85 |
| 16000 Gallons  | \$ 114.75  | \$ 11.10 | \$ 125.85 |
| 17000 Gallons  | \$ 120.75  | \$ 11.10 | \$ 131.85 |
| 18000 Gallons  | \$ 126.75  | \$ 11.10 | \$ 137.85 |
| 19000 Gallons  | \$ 132.75  | \$ 11.10 | \$ 143.85 |
| 20000 Gallons  | \$ 138.75  | \$ 11.10 | \$ 149.85 |
| 21000 Gallons  | \$ 144.75  | \$ 11.10 | \$ 155.85 |
| 22000 Gallons  | \$ 150.75  | \$ 11.10 | \$ 161.85 |
| 23000 Gallons  | \$ 156.75  | \$ 11.10 | \$ 167.85 |
| 24000 Gallons  | \$ 162.75  | \$ 11.10 | \$ 173.85 |
| 25000 Gallons  | \$ 168.75  | \$ 11.10 | \$ 179.85 |
| 26000 Gallons  | \$ 174.75  | \$ 11.10 | \$ 185.85 |
| 27000 Gallons  | \$ 180.75  | \$ 11.10 | \$ 191.85 |
| 28000 Gallons  | \$ 186.75  | \$ 11.10 | \$ 197.85 |
| 29000 Gallons  | \$ 192.75  | \$ 11.10 | \$ 203.85 |
| 30000 Gallons  | \$ 198.75  | \$ 11.10 | \$ 209.85 |
| 31000 Gallons  | \$ 204.75  | \$ 11.10 | \$ 215.85 |
| 32000 Gallons  | \$ 210.75  | \$ 11.10 | \$ 221.85 |
| 33000 Gallons  | \$ 216.75  | \$ 11.10 | \$ 227.85 |
| 34000 Gallons  | \$ 222.75  | \$ 11.10 | \$ 233.85 |
| 35000 Gallons  | \$ 228.75  | \$ 11.10 | \$ 239.85 |
| 36000 Gallons  | \$ 234.75  | \$ 11.10 | \$ 245.85 |
| 37000 Gallons  | \$ 240.75  | \$ 11.10 | \$ 251.85 |
| 38000 Gallons  | \$ 246.75  | \$ 11.10 | \$ 257.85 |
| 39000 Gallons  | \$ 252.75  | \$ 11.10 | \$ 263.85 |
| 40000 Gallons  | \$ 258.75  | \$ 11.10 | \$ 269.85 |
| 41000 Gallons  | \$ 264.75  | \$ 11.10 | \$ 275.85 |
| 42000 Gallons  | \$ 270.75  | \$ 11.10 | \$ 281.85 |
| 43000 Gallons  | \$ 276.75  | \$ 11.10 | \$ 287.85 |
| 44000 Gallons  | \$ 282.75  | \$ 11.10 | \$ 293.85 |
| 45000 Gallons  | \$ 288.75  | \$ 11.10 | \$ 299.85 |
| 46000 Gallons  | \$ 294.75  | \$ 11.10 | \$ 305.85 |
| 47000 Gallons  | \$ 300.75  | \$ 11.10 | \$ 311.85 |
| 48000 Gallons  | \$ 306.75  | \$ 11.10 | \$ 317.85 |
| 49000 Gallons  | \$ 312.75  | \$ 11.10 | \$ 323.85 |
| 50000 Gallons  | \$ 318.75  | \$ 11.10 | \$ 329.85 |
| 51000 Gallons  | \$ 324.75  | \$ 11.10 | \$ 335.85 |
| 52000 Gallons  | \$ 330.75  | \$ 11.10 | \$ 341.85 |
| 53000 Gallons  | \$ 336.75  | \$ 11.10 | \$ 347.85 |
| 54000 Gallons  | \$ 342.75  | \$ 11.10 | \$ 353.85 |
| 55000 Gallons  | \$ 348.75  | \$ 11.10 | \$ 359.85 |
| 56000 Gallons  | \$ 354.75  | \$ 11.10 | \$ 365.85 |
| 57000 Gallons  | \$ 360.75  | \$ 11.10 | \$ 371.85 |
| 58000 Gallons  | \$ 366.75  | \$ 11.10 | \$ 377.85 |
| 59000 Gallons  | \$ 372.75  | \$ 11.10 | \$ 383.85 |
| 60000 Gallons  | \$ 378.75  | \$ 11.10 | \$ 389.85 |
| 61000 Gallons  | \$ 384.75  | \$ 11.10 | \$ 395.85 |
| 62000 Gallons  | \$ 390.75  | \$ 11.10 | \$ 401.85 |
| 63000 Gallons  | \$ 396.75  | \$ 11.10 | \$ 407.85 |
| 64000 Gallons  | \$ 402.75  | \$ 11.10 | \$ 413.85 |
| 65000 Gallons  | \$ 408.75  | \$ 11.10 | \$ 419.85 |
| 66000 Gallons  | \$ 414.75  | \$ 11.10 | \$ 425.85 |
| 67000 Gallons  | \$ 420.75  | \$ 11.10 | \$ 431.85 |
| 68000 Gallons  | \$ 426.75  | \$ 11.10 | \$ 437.85 |
| 69000 Gallons  | \$ 432.75  | \$ 11.10 | \$ 443.85 |
| 70000 Gallons  | \$ 438.75  | \$ 11.10 | \$ 449.85 |
| 71000 Gallons  | \$ 444.75  | \$ 11.10 | \$ 455.85 |
| 72000 Gallons  | \$ 450.75  | \$ 11.10 | \$ 461.85 |
| 73000 Gallons  | \$ 456.75  | \$ 11.10 | \$ 467.85 |
| 74000 Gallons  | \$ 462.75  | \$ 11.10 | \$ 473.85 |
| 75000 Gallons  | \$ 468.75  | \$ 11.10 | \$ 479.85 |
| 76000 Gallons  | \$ 474.75  | \$ 11.10 | \$ 485.85 |
| 77000 Gallons  | \$ 480.75  | \$ 11.10 | \$ 491.85 |
| 78000 Gallons  | \$ 486.75  | \$ 11.10 | \$ 497.85 |
| 79000 Gallons  | \$ 492.75  | \$ 11.10 | \$ 503.85 |
| 80000 Gallons  | \$ 498.75  | \$ 11.10 | \$ 509.85 |
| 81000 Gallons  | \$ 504.75  | \$ 11.10 | \$ 515.85 |
| 82000 Gallons  | \$ 510.75  | \$ 11.10 | \$ 521.85 |
| 83000 Gallons  | \$ 516.75  | \$ 11.10 | \$ 527.85 |
| 84000 Gallons  | \$ 522.75  | \$ 11.10 | \$ 533.85 |
| 85000 Gallons  | \$ 528.75  | \$ 11.10 | \$ 539.85 |
| 86000 Gallons  | \$ 534.75  | \$ 11.10 | \$ 545.85 |
| 87000 Gallons  | \$ 540.75  | \$ 11.10 | \$ 551.85 |
| 88000 Gallons  | \$ 546.75  | \$ 11.10 | \$ 557.85 |
| 89000 Gallons  | \$ 552.75  | \$ 11.10 | \$ 563.85 |
| 90000 Gallons  | \$ 558.75  | \$ 11.10 | \$ 569.85 |
| 91000 Gallons  | \$ 564.75  | \$ 11.10 | \$ 575.85 |
| 92000 Gallons  | \$ 570.75  | \$ 11.10 | \$ 581.85 |
| 93000 Gallons  | \$ 576.75  | \$ 11.10 | \$ 587.85 |
| 94000 Gallons  | \$ 582.75  | \$ 11.10 | \$ 593.85 |
| 95000 Gallons  | \$ 588.75  | \$ 11.10 | \$ 599.85 |
| 96000 Gallons  | \$ 594.75  | \$ 11.10 | \$ 605.85 |
| 97000 Gallons  | \$ 600.75  | \$ 11.10 | \$ 611.85 |
| 98000 Gallons  | \$ 606.75  | \$ 11.10 | \$ 617.85 |
| 99000 Gallons  | \$ 612.75  | \$ 11.10 | \$ 623.85 |
| 100000 Gallons | \$ 618.75  | \$ 11.10 | \$ 629.85 |

In the near future  
 We will be replacing  
 Part of our water  
 Systems main  
 Through town  
 The water main  
 A little noise  
 Please bear with us  
 Throughout this process  
 Thank you



**Preliminary Cost Estimate  
Waterline Extension  
Grady Co Rural Water District No. 3  
Prepared 11-03-10**

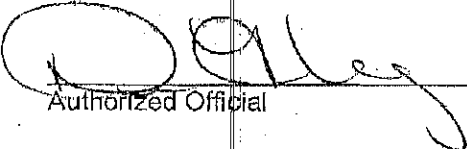
**Project:** Extend 6" waterline East of stand pipe to Bradley Avenue then North to 4th Street, additional 2" water lines to eliminate dead ends, and installation of fire hydrants

| Item No.                            | Quantity | Unit | Description                             | Unit Cost   | Cost         |
|-------------------------------------|----------|------|---|-------------|--------------|
| 1                                   | 2098     | LF   | 6" CL 200 PVC Waterline Pipe (GJ)       | \$ 10.00    | \$ 20,980.00 |
| 1                                   | 1510     | LF   | 2" CL 200 PVC Waterline Pipe (GJ)       | \$ 6.00     | \$ 9,060.00  |
| 2                                   | 3        | EA   | Fitting (6"-90° Bend)                   | \$ 115.00   | \$ 345.00    |
| 3                                   | 1        | EA   | Fitting (4" x 4" x 2" Tee)              | \$ 425.00   | \$ 425.00    |
| 4                                   | 3        | EA   | Fitting (2" x 2" x 2" Tee)              | \$ 395.00   | \$ 1,185.00  |
| 5                                   | 3        | EA   | Fitting (2"-90° Bend)                   | \$ 95.00    | \$ 285.00    |
| 6                                   | 2        | EA   | Air Relief Valve                        | \$ 1,500.00 | \$ 3,000.00  |
| 7                                   | 2        | EA   | 6" Gate Valve and Valve Box             | \$ 1,400.00 | \$ 2,800.00  |
| 8                                   | 3        | EA   | Thrust Block                            | \$ 200.00   | \$ 600.00    |
| 9                                   | 147      | LF   | Bore and Install 6" Polyethylene Casing | \$ 120.00   | \$ 17,540.00 |
| 10                                  | 6        | EA   | Fire Hydrants (installation only)       | \$ 800.00   | \$ 4,800.00  |
| Estimated Construction Cost         |          |      |   | \$          | 61,120.00    |
| Contingency                         |          |      |   | 10.00%      | \$ 6,112.00  |
| Total Estimated Construction Cost   |          |      |   | \$          | 67,232.00    |
| Inspection Fees                     |          |      |   |             | \$3,361.60   |
| Engineering Fees                    |          |      |   | \$          | 10,465.39    |
| Construction Staking                |          |      |   | \$          | 3,044.05     |
| DEQ Permit Fee                      |          |      |   | \$          | 314.70       |
| Material Testing                    |          |      |   |             | \$3,196.25   |
| Legal                               |          |      |   |             | \$3,044.05   |
| Planning and Environmental Document |          |      |   | \$          | 3,500.00     |
| Total Project Cost                  |          |      |   | \$          | 94,158.04    |

## ATTACHMENT C TOTAL CAPITAL NEEDS SUMMARY AND 5 YEAR PLAN

| Applicant: <u>Town of Bradley</u>           |                                |          |           |                       |                      |                |                          |                 |                 |                 |                 |                 |
|---|--------------------------------|----------|-----------|-----------------------|----------------------|----------------|--------------------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| Date: <u>10-12-10</u>                       |                                |          |           |                       |                      |                |                          |                 |                 |                 |                 |                 |
| Authorized Official: <u>Obama Thornburg</u> |                                |          |           |                       |                      |                |                          |                 |                 |                 |                 |                 |
| Priority Ranking                            | Project Description            | Category | Condition | Remaining Useful Life | Priority Description | Funding Source | Total Project Costs (\$) | 2011 Costs (\$) | 2012 Costs (\$) | 2013 Costs (\$) | 2014 Costs (\$) | 2015 Costs (\$) |
| 1   | <del>Water System Improv</del> | U        | R         | 5                     | M                    | REAP           | 95,000                   | 45,000          |                 |                 |                 |                 |
| 2   | <del>Water System Improv</del> | U        | R         | 5                     | M                    | REAP           | 95,000                   |                 | 95,000          |                 |                 |                 |
| 3   | Shop Building for tractor      | B        | N         | 0                     | D                    | Reap           | 45,000                   |                 |                 | 45,000          |                 |                 |
| 4   | Community Center Addition      | B        | N         | 0                     | D                    | Reap           | 45,000                   |                 |                 |                 | 45,000          |                 |
| 5   | Sewer System                   | U        | N         | 0                     | E                    | Reap           | \$150,000                |                 |                 |                 |                 | \$150,000       |
| 6   |                                |          |           |                       |                      |                |                          |                 |                 |                 |                 |                 |
| 7   |                                |          |           |                       |                      |                |                          |                 |                 |                 |                 |                 |
| 8   |                                |          |           |                       |                      |                |                          |                 |                 |                 |                 |                 |
| 9   |                                |          |           |                       |                      |                |                          |                 |                 |                 |                 |                 |
| 10  |                                |          |           |                       |                      |                |                          |                 |                 |                 |                 |                 |

I certify that the above are the needs for the next five years as identified through the CIP process and were taken from the full Capital Needs Summary and 5 Year Plan. (Must list at least one project for Years 2011-2015)

  
Authorized Official

Mayor  
Title

10-12-10  
Date



**2011 ASCOG -- REAP GRADING WORKSHEET**

|   |   |  |
|---|---|--|
| <b>APPLICANT:</b>   |   |  |
| <b>POPULATION (2000 CENSUS):</b><br>1,500 and Under <u>X</u> (14 points)<br>1,501 - 2,000 _____ (13 points)<br>2,001 - 2,500 _____ (12 points)<br>2,501 - 3,000 _____ (11 points)<br>3,001 - 3,500 _____ (10 points)<br>3,501 - 4,000 _____ (9 points)<br>4,001 - 4,500 _____ (8 points)<br>4,501 - 5,000 _____ (7 points)<br>5,501 - 5,000 _____ (6 points)<br>5,001 - 6,000 _____ (5 points)<br>6,001 - 6,500 _____ (4 points)<br>6,501 - 7,000 _____ (3 points)                    | <b>TAX RATES (Community Facilities and Infrastructure Only)</b><br>Sales Tax of \$.03 or more <u>X</u> (4 points)<br>Sales Tax under \$.03 _____ (2 points)<br>Use Tax _____ (2 points)<br><i>Maximum Points for Category is 8</i>  |  |
|   | <b>REGIONAL PROJECT</b><br>Application involves 3 or more entities _____ (4 points)<br>Application involves only 2 entities _____ (2 points)  |  |
|   | <b>PREVIOUS ASCOG REAP APPLICATION FOR SAME PROJECT REJECTED WITHIN PAST 2 YEARS _____ (9 points)</b>   |  |
| <b>AMOUNT REQUESTED</b> \$ <u>45,000</u><br>\$45,000 and under _____ (10 points)<br>\$45,001 - \$45,500 _____ (9 points)<br>\$45,501 - \$50,000 _____ (8 points)<br>\$50,001 - \$50,500 _____ (7 points)<br>\$50,501 - \$60,000 _____ (6 points)<br>\$60,001 - \$60,500 _____ (5 points)<br>\$60,501 - \$61,000 _____ (4 points)<br>\$61,001 - \$61,500 _____ (3 points)<br>\$61,501 - \$62,000 _____ (2 points)<br>\$62,001 - \$62,500 _____ (1 point)<br>>\$62,500 _____ (0 points) | <b>TOTAL REAP \$ IN LAST 5 YEARS</b> \$ _____<br>\$45,000 and Under _____ (10 points)<br>\$45,001 - \$55,000 _____ (9 points)<br>\$55,001 - \$65,000 _____ (8 points)<br>\$65,001 - \$75,000 _____ (7 points)<br>\$75,001 - \$85,000 _____ (6 points)<br>\$85,001 - \$95,000 _____ (5 points)<br>\$95,001 - \$105,000 _____ (4 points)<br>\$105,001 - \$115,000 _____ (3 points)<br>\$115,001 - \$125,000 _____ (2 points)<br>\$125,001 - \$135,000 _____ (1 point)<br>>\$135,000 <u>X</u> (0 points) |  |
| <b>REQUESTED FUNDS SUFFICIENT TO COMPLETE PROJECT OR PHASE</b><br>(As standalone funding or as leverage for a CDBG application to be submitted within 4 months resulting in sufficient funds to complete project.) _____ (3 points)   |   |  |
| <b>CIP (Community Facilities and Infrastructure Only -- Maximum 3 Points)</b><br>CIP completed within last 5 years, included in application, or under contract to be mapped _____ (3 points)<br>CIP completed with last 10 years but older than 5 years _____ (2 points)<br>Current 5 Year Strategic Plan only <u>X</u> (1 point)<br>CIP older than 5 years or if mapping and inventorying completed but not formally adopted _____ (0 points)  |   |  |
| <b>RATES FOR WATER AND SEWER</b> \$ _____<br>\$39 or more _____ (8 points)<br>\$29 - \$38.99 _____ (5 points)<br>\$24 - \$28.99 _____ (3 points)<br>\$17 - \$23.99 _____ (1 point)<br>Under \$17 _____ (0 points)   | <b>INFRASTRUCTURE ONLY</b><br>Complete only for the Utility Rates as they apply to the applicant. Rural water customers use RWD rates.  | <b>RATES FOR WATER ONLY</b> \$ <u>41.25 per \$5,000 gal</u><br>\$34 or more <u>X</u> (8 points)<br>\$24 - \$33.99 _____ (5 points)<br>\$16 - \$23.99 _____ (3 points)<br>\$10-15.99 _____ (1 point)<br>Under \$10 _____ (0 points) |
| <b>LOCAL FINANCING/COMMUNITY EFFORT (Community Facilities)</b><br>>\$2,000 _____ (5 points)<br>\$1,001 - \$2,000 _____ (3 points)<br>\$500 - \$1,000 _____ (1 point)<br><\$500 _____ (0 points)   | <b>CATEGORY OF PROJECT (Community Facilities)</b><br>Vital Health and Safety _____ (6 points)<br>Common Facilities _____ (2 points)<br>Aesthetics or Enhancement _____ (0 points)<br><i>Maximum 8 points</i>  |  |
| <b>PRIVATE DOLLARS LEVERAGED FOR TOTAL PROJECT (Economic Development Only)</b><br>50% or More of Project _____ (10 points)<br>25% - 49% of Project _____ (4 points)<br>10% - 24% of Project _____ (2 points)<br><10% of Project _____ (0 points).<br><i>Maximum 10 points</i>   | <b>GROWTH FACTORS (Economic Development Only)</b><br>4 or more jobs created _____ (5 points)<br>2 or more jobs created _____ (3 points)<br>6 or more jobs retained _____ (5 points)<br>3 or more jobs retained _____ (3 points).<br><i>Maximum 6 points</i>   | <b>ODEQ MANDATE (Infrastructure Only)</b><br>Consent Order _____ (3 points)<br>Written Warning _____ (1 point)<br><i>Maximum 3 points</i>  |
| <b>VIABILITY PREDICTORS (Economic Development Only)</b><br>Business Plan _____ (3 points)<br>ED Trust _____ (2 points)<br><i>Maximum 3 points</i>   |   | <b>TOTAL OBJECTIVE POINTS (Categories listed above)</b> <u>37</u> (0-70 points)  |
| <b>SCORED BY:</b> _____   |   |  |
| <b>CHECKED BY:</b> _____  |   |  |
| <b>ASCOG TRUSTEE ASSESSMENT POINTS</b> _____  |   | (0-30 points)  |
| <b>TOTAL POINTS</b> _____<br><i>Maximum Total Points is 100.</i>  |   |  |

NOTICE OF Town of Bradley MEETING AND  
AGENDA FOR  
Council meeting

As required by Section 311, Title 25 of the Oklahoma Statutes, notice is hereby given that  
the Town of Bradley will hold  
a 9 meeting on Oct 12<sup>th</sup>, 2010 at  
7 o'clock P.M. at Bradley Community Building

AGENDA

Following is a list of the business to be conducted by the  
\_\_\_\_\_ at the above meeting:

1. Prepare and vote on 5 year plan
2. pay 3ale sheds + louton communication
3. Buil post to put cable fence around park.

Name of person posting this notice:

Miranda Baxterly

Councilwoman

(Title)

(signature)

Posted this \_\_\_\_\_ day of Oct, 2010, at 7 o'clock pm.

at \_\_\_\_\_  
(location of posting agenda)

Meeting called to order at 7:00pm  
Oct 12<sup>th</sup> 2010.

Council present Donna Thomburg  
Miranda Beverly  
Darin Johnston

1. Prepared 5 year plan and  
Voted on it. (passed)
2. Wrote checks payed for  
Storm Shelters and siren.
3. Voted to pay for posts to  
build cable fence around park.
4. agreed to get tractor serviced.
5. agreed to build sign for park.

Adjourned 8:25

PART 1-Summary

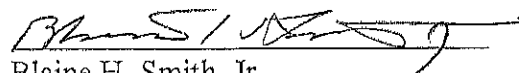
Contract Title: Rural Economic Action Plan (REAP)  
Contract Number: Bradley-112278<sup>10</sup> <sup>B2</sup>  
112276  
Contracting Entity: Association of South Central Oklahoma  
Governments (ASCOG)  
Contractor: Town of Bradley  
Description of Project: See Attached Application Data Sheet  
REAP Grant Funds Awarded: \$45,000  
Cash Match: \$0  
In-Kind Match: \$0  
Source of REAP Grant Funds: Senate Bill 1561, 52nd Legislature (2010),  
Second Session

---

Effective Date: July 1, 2010  
Submit Requisitions to: Issue Payments to:  
Association of South Central Oklahoma Town of Bradley  
Governments (ASCOG)  
PO Box 1647  
Duncan, OK 73534-1647  
Agreement Components: Part I-Summary and Signatures  
Part II-Terms and Conditions

SIGNATURES – EXECUTION OF CONTRACT

Association of South Central  
Oklahoma Governments

  
Blaine H. Smith, Jr.  
Executive Director

February 23, 2011  
Date

Contractor

  
Signature

Donna Thorburg (Mayor)  
Printed Name and Title

2-2-11  
Date

**2011 REAP BRADLEY PROJECT SUMMARY**

TRUSTEE \_\_\_\_\_

TRUSTEE SCORE: \_\_\_\_\_

Category: **Infrastructure – Water**

**Special Considerations:**

Consent Order for Water Pressure being too low  
 \$45,000 awarded last year for this project, but engineer will not prepare bidding documents until another \$45,000 for parts becomes available.

**REAP Request:** \$ 45,000

**Local Efforts:**

In-Kind \$ 0  
 Cash \$ 0  
 Grant (OWRB-REAP pending ASCOG Grant Approval) \$139,000

**Project Cost:** \$184,000

**Narrative:**

This request is for funding to replace waterlines, gate valves, pumps and fire hydrants in the Town of Bradley as well as engineering and related expenses. Bradley receives water from Grady County RWD#3 who has applied for an OWRB-REAP grant to fund the balance of the \$184,000 project. This project is ranked #2 on OWRB's list for funding at an amount of \$139,000 but the award is contingent upon OWRB receiving proof that Bradley receives this \$45,000 ASCOG REAP grant.

| <b>BRADLEY REAP HISTORY</b> |                                     |                  |                  |
|-----------------------------|-------------------------------------|------------------|------------------|
| <b>YEAR</b>                 | <b>PROJECT DESCRIPTION</b>          | <b>REQUESTS</b>  | <b>AWARDS</b>    |
| 2011                        | Water System Improvements (Phase 2) | \$45,000         |                  |
| 2010                        | Replace Waterlines/pumps/hydrants   | \$45,000         | \$45,000         |
| 2009                        | Storm Siren and Shelter             | \$45,000         | \$45,000         |
| 2008                        | Town Park                           | \$60,000         | \$60,000         |
| 2007                        | Town Park                           | \$60,000         | \$0              |
| 2006                        | No Application Submitted            | \$0              | \$0              |
|                             | <b>Total for Last 5 Years</b>       | <b>\$210,000</b> | <b>\$150,000</b> |
| 2005                        | No Application Submitted            | \$0              | \$0              |
| 2004                        | No Application Submitted            | \$0              | \$0              |
| 2003                        | No Application Submitted            | \$0              | \$0              |
| 2002                        | Street signs                        | \$1,500          | \$0              |
| 2001                        | No application submitted            | \$0              | \$0              |
| 2000                        | Newer tanker fire truck             | \$29,000         | \$29,000         |
| 1999                        | Mapping                             | \$10,000         | \$0              |
| 1999                        | Community building repairs          | \$25,000         | \$25,000         |
|                             | <b>Totals Since REAP Inception</b>  | <b>\$275,500</b> | <b>\$204,000</b> |

## PART II - Terms and Conditions

### 1. Availability of funds

Payments pursuant to this contract are to be made only from monies made available to ASCOG for the REAP program. Notwithstanding any other provisions, payments to the Contractor by ASCOG are subject to the availability of such funds as determined by State action and/or law. ASCOG may take any action necessary in accordance with such determination.

### 2. Modification (Amendment)

a. This contract is subject to such modification as may be required by State Law. ASCOG may make any such modification unilaterally.

b. Except as otherwise provided in this contract, the work and services to be performed and the total contract amount may be modified only upon written agreement of the duly authorized representatives of both parties.

---

c. Revisions to the contract must be approved in writing in advance by ASCOG.

d. A waiver by ASCOG of any provisions of this contract must be in writing and signed by the Executive Director of ASCOG.

### 3. ASCOG

a. ASCOG will provide funding for the project up to the total contract amount. (Amounts spent or obligated over the contract amount will be the sole responsibility of the Contractor.)

b. The narrative provided by the Contractor during the application process will become part of this contract. Only the project costs outlined in the narrative will be considered as allowable costs for this contract. ASCOG will not consider modifications to the project description after the contract is awarded.

### 4. Contractor

a. The Contractor/Subcontractor will provide the necessary personnel, facilities, supplies, equipment and/or related resources and skills to accomplish all projects in accordance with the terms and conditions of this contract. The Contractor agrees to perform those duties, obligations and representations contained in this contract and amendments thereto submitted to and accepted by ASCOG, and to be bound by the provisions of all subcontracts, said application being incorporated herein and made a part hereof by reference.

b. All of the work and services required shall be performed by the Contractor or Subcontractor, or be performed under the Contractor's or Subcontractor's supervision, and all personnel engaged therein must be fully qualified and authorized under state and local law to perform such work and services.

- c. None of the work and services covered by this contract or the attached subcontracts may be subcontracted without prior written approval of ASCOG except when clearly stated in the Subcontracts.
- d. Contractor shall have 3 full fiscal years following the fiscal year of the award to complete the project. Any unspent funds after that time will be automatically deobligated.
- e. In no event will this contract or any subcontract incur obligation on the part of ASCOG beyond that stated in section 3, above.

5. **Request for payment**

- a. Contractor may request payment from ASCOG for outstanding contractor invoices that will be paid by Contractor within 30 days from the date of request. Attachment A, Request for Payment, will be completed with the Anti-Collusion affidavit and forwarded to ASCOG. The Contractor should limit the number of payment requests to three for each awarded project.
- b. *All cash matches listed on the application for the project must be spent by the Contractor before REAP funds can be requested. Contractors must submit receipts for all cash matches prior to or with the first Request for Payment.*

~~c. Documentation for all in-kind matches must be submitted with appropriate time sheets, equipment rates, etc. directly related to the project. In-kind documentation must be completed and submitted with the final request for payment.~~

6. **Employee benefits**

The Contractor and Subcontractor have full responsibility for the payment of Workers' Compensation insurance, unemployment insurance, social security, State and Federal income taxes and other deductions required by law for their employees.

7. **Certification by Contractor**

- a. The Contractor expressly agrees to be solely responsible to insure that the use of the monies received under this contract complies with all State statutes and other legal authority. The Contractor recognizes that it is responsible for assuring financial programmatic compliance by its subcontractors.
- b. The Contractor specifically certifies and assures that:
  - (1) It will adhere to State regulations pertaining to non-discrimination.
  - (2) It will maintain fiscal controls and accounting procedures adequate to ensure the proper disbursement and accounting for all funds received pursuant to this program.

8. **Hold Harmless Clause**

The Contractor shall, within limitations placed on such entities by State law, save harmless ASCOG, the State of Oklahoma, its agents, officers, and employees from all claims and actions and all expenses defending same that are brought as a result of injury or damages sustained by any person or

property in consequence of any act or omission by the Contractor or any Subcontractor. The Contractor shall, within limitations placed on such entities by State law, save harmless ASCOG, the State of Oklahoma, its agents, officers, and employees from any claim or amount recovered as a result of infringement of patent, trademark or copyright or from any claim or amounts arising or recovered under Workers' Compensation law or any other law. In any agreement with any Subcontractor or any agent for the Contractor, the Contractor will specify that such Subcontractor or agents shall hold harmless the State of Oklahoma, its agents, officers and employees from all the hereinbefore described expenses, claims, actions or amounts recovered.

9. **Political activity**

- a. No portion of the contract funds may be used for any political activity or further the election or defeat of any candidate for public office. Nor shall any portion of the contract funds be used to further the adoption or defeat of any bond, proposal or issue brought to a vote of the people.
- b. No portion of the contract funds may be used for lobbying activity.

10. **Payments to companies**

- a. No contract funds may be paid to any corporation, limited liability company, partnership, proprietor or other private entity except for services to be provided pursuant to an approved project.

---

- b. No contract funds may be loaned to any corporation, limited liability company, partnership, proprietor or other legal entity.

11. **No-Conflict Covenant**

The Contractor covenants that no members or employees of any governing board of the Contractor or Subcontractor have any personal or financial interest, direct or indirect, and that none shall acquire any such interest, that would conflict with the full and complete execution of this contract, and that none shall acquire any such interest. The Contractor further covenants that in the performance of this contract the Contractor or Subcontractor will employ no person having any such interest.

12. **Compensation to contractors**

- a. Funds made available pursuant under this contract shall be used only for expenses incurred during the period funded as specified in Part I for the purposes and activities approved and agreed to by ASCOG. No contract funds shall be used for any expense incurred either prior to or after the time period specified. Contract funds shall not be used for any purpose other than those approved and agreed to by ASCOG.
- b. The funds provided under this contract shall not be used to pay any administrative expenses of the entity requesting the funds or any Subcontractor, or any expenses of the Contractor or Subcontractor in preparation for this project. This provision shall not apply to funds provided pursuant to 62 O.S. Supp. 1998 2011(c).
- c. The funds provided under this contract shall not be used to pay the Contractor's employee salaries and benefits or for use of Contractor's machinery in performing the project. These expenses can be reported as part of the Contractor's in-kind match for the project.



d. Imminent Domain issues including attorney fees, land purchase, surveying, engineering, etc. are not eligible for reimbursement under this contract.

### 13. Travel and Per-Diem

No travel-related costs, including per diem, shall be paid from these funds.

### 14. Procurement

Procurement of goods and services and the management and disposition of personal property acquired with the contract funds shall be governed by the principles of the Oklahoma Central Purchasing Act, 74 O.S. 85.1, et. seq.

### 15. Records, Reports, and Documentation

- a. The Contractor shall maintain records and accounts, including property, personnel and financial records, that properly document and account for all project funds. ASCOG may require specific types and forms of records.
- b. The Contractor shall furnish ASCOG with source documentation (receipts, purchase orders, etc.) to support payment requests each time that REAP funds are drawn down.

---

c. The Contractor shall retain all books, documents, papers, records, and other materials involving all activities and transactions related to this contract for at least five (5) years from the submission of the Final Expenditure Report or until all audit findings have been resolved, whichever is later, or as otherwise required by law. The Contractor shall, as ASCOG deems necessary, permit authorized representatives of ASCOG and the State of Oklahoma full access to and the right to fully examine all such materials without prior notice.

### 16. Closing out of period funding

- a. The Contractor shall promptly return to ASCOG any funds received under this contract that are returned to the Contractor as a result of rebates, discounts, or from the return of goods purchased from vendors by the Contractor or Subcontractors.
- b. When actual expenditures total less than the contract amount, the contract shall automatically be deobligated to the actual expenditures as shown in the closeout documents and such excess funds will be returned to ASCOG.

### 17. Interpretation, Remedies

- a. In the event the parties fail to agree on changes or interpretations of this Contract, the decision of ASCOG shall prevail.
- b. The decision of ASCOG shall prevail in the event of any disagreement between the Contractor and ASCOG relating to the technical competence of the work and services being performed or its conformity to the requirements of this contract.
- c. Neither forbearance nor payment by ASCOG shall be construed to constitute waiver of any remedies for any default or breach by the Contractor or Subcontractor that exist or occur later.

## 18. Termination or suspension

a. This contract may be terminated or suspended in whole or in part at any time by written agreement of the parties.

b. This contract may be terminated or suspended by ASCOG, in whole or in part, for cause, after notice and an opportunity for the Contractor to present reasons why such action should not be taken. Grounds for constituting cause include but are not limited to:

1. Contractor fails to comply with provisions of this contract or with any applicable laws, regulations, guidelines or procedures, or is unduly dilatory in executing its commitments under this contract.

2. Purposes for the funds have not been or will not be fulfilled or would be illegal to carry out.

3. Contractor has submitted incorrect or incomplete documentation pertaining to this contract.

~~c. In the event of termination or suspension, the Contractor shall be entitled to payment for otherwise valid and allowable obligations incurred in good faith prior to notice of such action and to reimbursement for reasonable and necessary expenses. The Contractor shall reduce to the minimum possible all obligations, prepaid expenses and other costs.~~

d. The Contractor shall not be relieved of liability to ASCOG for damages sustained by ASCOG by virtue of any breach of this contract by Contractor or Subcontractor. ASCOG may withhold payments due under this contract pending resolution of the damages.

## 19. Entire agreement

This contract constitutes the entire agreement between ASCOG and the Contractor and that it is final and complete. No evidence of alleged prior dealings, course of dealing or performance not specifically set out herein shall be deemed in any sense relevant to supply any unexpressed term, to supplement or qualify this contract or to add any stipulation or obligation different from or inconsistent with the express provisions of this contract.

## 20. Severability clause

If any provision under this contract or its application to any person or circumstance is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this contract or its application that can be given effect without the invalid provision or application.

**NON-COLLUSION AFFIDAVIT**

STATE OF OKLAHOMA

COUNTY OF Grady

I, Doree Thomburg of lawful age, being first duly  
*(Printed or Typed Name of Mayor or County Commissioner Chair)*

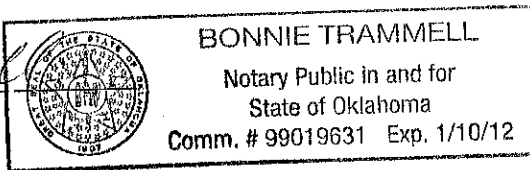
sworn, on oath says that (s)he is the agent authorized to submit the attached pay request. Affiant further states that (s)he has not been a party to any collusion in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any state official or employee as to quantity, quality or price in the contract, or any other terms of said contract; or in any discussions between contractors and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

[Signature]  
*(Signature of Mayor or County Commissioner Chair)*

SUBSCRIBED AND SWORN to before me this day of \_\_\_\_\_

June 22, 2011.

[Signature]  
Notary Public



My commission Expires:

01-10-2012

# REAP

## ATTACHMENT A – REQUEST FOR PAYMENT

| RECIPIENT ORGANIZATION<br>(City/Town/County Information) |  | TYPE OF PAYMENT<br>REQUESTED   |  |                              |  |
|--|--|--|--|------------------------------|--|
| Name:  |  | <i>Cash match receipts must be submitted prior to or with first Request for Payment from REAP funds.</i> |  |                              |  |
| Address:   |  |  |  |                              |  |
| City, State, and Zip                                     |  | Final<br>Request for<br>Funds  |  | Partial Request for<br>Funds |  |

|                                |   |  |   |  |   |  |
|--------------------------------|---|--|---|--|---|--|
| Contract Number:               |   |  |   |  |   |  |
| Total Contract Amount Awarded: |   |  |   |  |   |  |
| Pay Request Number:            | 1 |  | 2 |  | 3 |  |

|  |    |
|--|----|
| CASH MATCH COMMITTED (if applicable)   | \$ |
| CASH MATCH SPENT TO DATE (documentation must be provided)                                    | \$ |
| CASH MATCH BALANCE (Cash Match Balance must be at \$0.00 before REAP funds can be accessed.) | \$ |

|  |    |
|--|----|
| A. REAP AMOUNT AWARDED FOR THIS CONTRACT   | \$ |
| B. TOTAL REAP FUNDS PREVIOUSLY REQUESTED AND SPENT ON THIS CONTRACT (documentation must have been previously provided) | \$ |
| C. AMOUNT REQUESTED TO PAY ATTACHED INVOICES   | \$ |
| D. TOTAL OF ALL REQUESTS (Add B and C; total cannot exceed contract amount awarded)                                    | \$ |
| E. AMOUNT OF REAP PROJECT FUNDS REMAINING AFTER THIS REQUEST (Subtract D from A)                                       | \$ |

### CERTIFICATION

I certify that to the best of my knowledge and belief the data above are correct and that all outlays were made in accordance with the grant conditions or other agreements and that payment is due and has not been previously requested.

  
 \_\_\_\_\_  
 Signature of Authorizing Official

7-7-11

Date

**NON-COLLUSION AFFIDAVIT**

STATE OF OKLAHOMA

COUNTY OF Grady

I, Dore Thomburg of lawful age, being first duly  
*(Printed or Typed Name of Mayor or County Commissioner Chair)*


sworn, on oath says that (s)he is the agent authorized to submit the attached pay request. Affiant further states that (s)he has not been a party to any collusion in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any state official or employee as to quantity, quality or price in the contract, or any other terms of said contract; or in any discussions between contractors and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

[Signature]  
*(Signature of Mayor or County Commissioner Chair)*

SUBSCRIBED AND SWORN to before me this day of \_\_\_\_\_

June 22, 2011.

[Signature]  
Notary Public

 **BONNIE TRAMMELL**  
Notary Public in and for  
State of Oklahoma  
Comm. # 99019631 Exp. 1/10/12

My commission Expires:  
01-10-2012



ASSOCIATION OF SOUTH CENTRAL  
OKLAHOMA GOVERNMENTS

December 11, 2012

Brian,

The Town of Bradley (Grady County RWD #3) has a 2010 REAP and 2011 REAP both for \$45,000.00.

REAP Contract # 102254 will pay \$45,000.00 of J & C Construction Invoice dated 11/23/2012 in the amount of \$74,100.00 leaving a balance on the invoice of \$29,100.00.

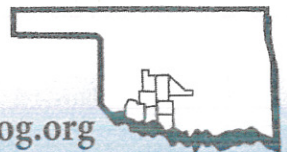
REAP Contract #112276 will pay \$19,470.84 to Pioneer Supply and \$25,529.16 on J & C Construction Invoice dated 11/23/2012.

The remaining balance of J & C Construction Invoice dated 11/23/2012 of \$3,570.84 is the responsibility of Grady County RWD #3.

A handwritten signature in black ink, appearing to read "Tom", is centered on the page.

Tom Zigler

ASCOG CED Planner



## REAP ATTACHMENT A - REQUEST FOR PAYMENT

| RECIPIENT ORGANIZATION<br>(City/Town/County Information) |                    | TYPE OF PAYMENT<br>REQUESTED  |                           |
|--|--------------------|---|---------------------------|
| Name:  | Town of Bradley    | Cash match receipts must be submitted prior to or with first Request for Payment from REAP funds. |                           |
| Address:   | P.O. Box 11        |   |                           |
| City, State, and Zip                                     | Bradley, Ct. 73011 |   |                           |
|  |                    | Final Request for Funds   | Partial Request for Funds |

|                                |          |   |   |  |
|--------------------------------|----------|---|---|--|
| Contract Number:               | 11 2276. |   |   |  |
| Total Contract Amount Awarded: | 45,000   |   |   |  |
| Pay Request Number:            | ①        | 2 | 3 |  |

|  |      |
|--|------|
| CASH MATCH COMMITTED (if applicable)   | \$ 0 |
| CASH MATCH SPENT TO DATE (documentation must be provided)                                    | \$ 0 |
| CASH MATCH BALANCE (Cash Match Balance must be at \$0.00 before REAP funds can be accessed.) | \$ 0 |

|  |                   |   |
|--|-------------------|---|
| A. REAP AMOUNT AWARDED FOR THIS CONTRACT   | \$ 45,000         | <i>OK 12/11/2012</i><br>\$45,000.00<br>\$45,000.00<br>\$ 25529.16 - 0 - |
| B. TOTAL REAP FUNDS PREVIOUSLY REQUESTED AND SPENT ON THIS CONTRACT (documentation must have been previously provided) | \$ 0              |   |
| <input checked="" type="checkbox"/> C. AMOUNT REQUESTED TO PAY ATTACHED INVOICES                                       | \$ 19470.84       |   |
| D. TOTAL OF ALL REQUESTS (Add B and C; total cannot exceed contract amount awarded)                                    | \$ 19470.84       |   |
| E. AMOUNT OF REAP PROJECT FUNDS REMAINING AFTER THIS REQUEST (Subtract D from A)                                       | \$ 25529.16 - 0 - |   |

**CERTIFICATION** *See attached note.*

I certify that to the best of my knowledge and belief the data above are correct and that all outlays were made in accordance with the grant conditions or other agreements and that payment is due and has not been previously requested.

*[Signature]*
12-5-12

Signature of Authorizing Official
Date



# Pioneer Supply

2008 Pole Road  
 Moore, Oklahoma 73180-4201  
 Phone: 405-794-7706  
 800-522-4318  
 Fax: 405.789.6427  
 REMIT PAYMENTS TO:  
 Pioneer Supply LLC  
 Dept #96-0448  
 Oklahoma City, OK 73196-0448

# INVOICE

Invoice Number: 8846  
 Invoice Date: Nov 28, 2012  
 Page: 2  
 Duplicate

J & C CONST - GRADY #3  
 ROUTE 1 BOX 164A  
 LAWTON, OK 73501

205027  
 GRADY CO RWD #3  
 CARL 580-583-0193  
 BRADLEY, OK

|        |           |             |          |
|--------|-----------|-------------|----------|
| J&C017 |           | Net 30 Days |          |
| 26C    | OUR TRUCK | 11/14/12    | 12/28/12 |

| QTY                    | UNIT       | DESCRIPTION                   | UNIT PRICE | TOTAL    |
|------------------------|------------|-------------------------------|------------|----------|
| 100.00                 | 015-10US0  | 10" USED STEEL CASING         | 21.10      | 2,110.00 |
| 20.00                  | 015-2USC   | 2" STEEL PIPE                 | 3.88       | 77.60    |
| 18.00                  | 033-610PCS | 8.63 X 10 POLY CLEAR THE BELL | 17.00      | 255.00   |
| 2.00                   | 033-610ES  | 6" X 10" AW END SEAL W/BANDS  | 49.00      | 98.00    |
| Subtotal               |            |                               |            | 8,620.59 |
| Sales Tax              |            |                               |            |          |
| Freight                |            |                               |            |          |
| Total Invoice Amount   |            |                               |            | 8,620.59 |
| Payment/Credit Applied |            |                               |            |          |

Check/Credit Memo No:



MAR-9-2008 11:09P FROM:  
12/06/2012 11:09 4057943124

PIONEER SUPPLY

P. 4  
PAGE 04/05



# Pioneer Supply

2008 Pole Road  
Moore, Oklahoma 73160-4201  
Phone: 405-784-7708  
800-522-4316  
Fax: 405.799.8427

REMIT PAYMENTS TO:  
Pioneer Supply LLC  
Dept #96-0448  
Oklahoma City, OK 73186-0448

# INVOICE

Invoice Number: 8885  
Invoice Date: Nov 27, 2012  
Page: 1  
Duplicate

J & C CONST - GRADY #3  
ROUTE 1 BOX 154A  
LAWTON, OK 73501

205177  
GRADY CO RWD #3  
CARL 580-583-0193  
BRADLEY, OK

|        |           |                   |
|--------|-----------|-------------------|
| J&C017 |           | Net 30 Days       |
| 25C    | OUR TRUCK | 11/20/12 12/27/12 |

|      |          |                          |       |        |
|------|----------|--------------------------|-------|--------|
| 5.00 | 014-HTH5 | 5# HTH GRANULAR CHLORINE | 22.45 | 112.25 |
|------|----------|--------------------------|-------|--------|

|                        |        |
|------------------------|--------|
| Subtotal               | 112.25 |
| Sales Tax              |        |
| Freight                |        |
| Total Invoice Amount   | 112.25 |
| Payment/Credit Applied |        |

Check/Credit Memo No:



# Pioneer Supply

2008 Pola Road  
 Moore, Oklahoma 73160-4201  
 Phone:405-794-7705  
 800-522-4310  
 Fax: 405.799.8427  
 REMIT PAYMENTS TO:  
 Pioneer Supply LLC  
 Dept #88-0448  
 Oklahoma City, OK 73106-0448

# INVOICE

Invoice Number: 8896  
 Invoice Date: Nov 27, 2012  
 Page: 1  
 Duplicate

J & C CONST - GRADY #3  
 ROUTE 1 BOX 154A  
 LAWTON, OK 73501

205175  
 J & C CONSTRUCTION  
 ROUTE 1 BOX 154A  
 LAWTON, OK 73501

|        |             |          |          |
|--------|-------------|----------|----------|
| J&C017 | Net 30 Days |          |          |
| 26C    | OUR TRUCK   | 11/20/12 | 12/27/12 |

| QTY      | DESCRIPTION   | UNIT PRICE | TOTAL PRICE |
|----------|---|------------|-------------|
| 1,500.00 | 001-6DR21 6" X 20' SDR21 RJ PVC PIPE                          | 3.38       | 5,070.00    |
| 1,500.00 | 020-12TW 12GA X 500' TRACER WIRE                              | 0.14       | 210.00      |
| 3.00     | 002-6MJGV 6" MJ RW GATE VALVE                                 | 510.00     | 1,530.00    |
| 1.00     | 002-4MJGV 4" MJ RW GATE VALVE                                 | 470.00     | 470.00      |
| 9.00     | 018-3401 340-1 VALVE BOX & LID                                | 33.00      | 297.00      |
| 1.00     | 005-FT554804MJ 4.45-4.80 X 4 ALL SS TAP SLEEVE WITH MJ OUTLET | 725.00     | 725.00      |
| 1.00     | 004-4MJT 4" MJ TEE  | 45.00      | 45.00       |
| 1.00     | 004-6MJT 6" MJ TEE  | 80.00      | 80.00       |
| 1.00     | 004-6MJ90 6" MJ 90 ELL  | 55.00      | 55.00       |
| 80.00    | 016-10USC 10" USED STEEL CASING                               | 21.10      | 1,688.00    |
| 11.00    | 034-6PV 6" PVC MJ RESTRAINT                                   | 38.00      | 418.00      |
| 5.00     | 034-4PV 4" PVC MJ RESTRAINT                                   | 30.00      | 150.00      |
| 5.00     | 004-6MJGL 6" MJ GLAND   |            |             |
| 10.00    | 004-4MJGL 4" MJ GLAND   |            |             |
| 11.00    | 004-6MJTG 6" MJ TRANSITION GASKET                             |            |             |
| 5.00     | 004-4MJTG 4" MJ TRANSITION GASKET                             |            |             |
| 88.00    | 004-344MJB 3/4" X 4" MJ BOLT & NUT                            |            |             |

|                        |           |
|------------------------|-----------|
| Subtotal               | 10,738.00 |
| Sales Tax              |           |
| Freight                |           |
| Total Invoice Amount   | 10,738.00 |
| Payment/Credit Applied |           |

Check/Credit Memo No:

# Contractor's Application For Payment No. \_\_\_\_\_

**Header & RWD #3**  
**Material Improvement**  
 Application Period: 11/8/12 - 11/23/12 Application Date: 11/23/12  
 From (Contractor): ISC Construction Via (Engineer): Kyle  
 Contract: Header RWD #3 Material Imp Engineer's Project No.: 211176  
 Owner's Contract No.: \_\_\_\_\_ Contractor's Project No.: \_\_\_\_\_

## APPLICATION FOR PAYMENT

Change Order Summary

| Approved Change Orders Number      | Additions | Deductions |
|------------------------------------|-----------|------------|
| 1                                  |           | 29,234.00  |
| <b>TOTALS</b>                      |           | 29,234.00  |
| <b>NET CHANGE BY CHANGE ORDERS</b> |           | 29,234.00  |

1. ORIGINAL CONTRACT PRICE \$ 224,487.00
2. Net change by Change Orders \$ 29,234.00
3. CURRENT CONTRACT PRICE (Line 1 + 2) \$ 195,253.00
4. TOTAL COMPLETED AND STORED TO DATE \$ 78,000.00  
(Column F on Progress Estimate)
5. RETAINAGE:
  - a.  $15\% \times \$ 78,000.00$  Work Completed 3,900.00
  - b.  $\% \times \$$  Stored Material 3,900.00
6. Total Retainage (Line 5a + Line 5b) 7,800.00
7. AMOUNT DUE TO DATE (Line 4 - Line 6) 18,000.00
8. LESS PREVIOUS PAYMENTS (Line 8 from prior Application) 0.00
9. AMOUNT DUE THIS APPLICATION 18,000.00
10. BALANCE TO FINISH, PLUS RETAINAGE 121,153.00  
(Column G on Progress Estimate + Line 8 above)

**CONTRACTOR'S CERTIFICATION**

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

[Signature]  
 Date: 11/23/12

Payment of \$ 74,100.00  
 is recommended by: [Signature]  
 Payment of \$ 74,100.00  
 is approved by: [Signature]  
 Approved by: [Signature]  
 Date: 12-3-2012  
 Date: 12-4-2012



**NON-COLLUSION AFFIDAVIT**

STATE OF OKLAHOMA

COUNTY OF Grady

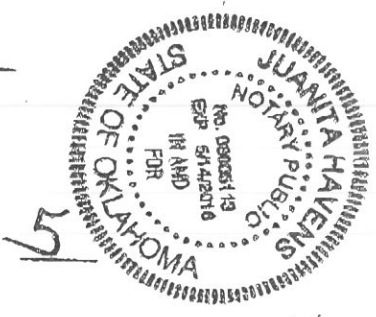
I, Donna Thornburg

*(Printed or Typed Name of Mayor or County Commissioner Chair)*

of lawful age, being first duly

sworn, on oath says that (s)he is the agent authorized to submit the attached pay request. Affiant further states that (s)he has not been a party to any collusion in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any state official or employee as to quantity, quality or price in the contract, or any other terms of said contract; or in any discussions between contractors and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

[Signature]  
*(Signature of Mayor or County Commissioner Chair)*



SUBSCRIBED AND SWORN to before me this day of 12/5/Dec. 2013.

Juanita Havens  
Notary Public

My commission Expires:  
6/14/2016