All items on this agenda, including but not limited to any agenda item concerning the adoption of any ordinance, resolution, contract, agreement, or any other item of business, are subject to amendment, including additions and/or deletions. This rule will apply to every individual agenda item without exception, and without providing this same amendment language with respect to each individual agenda item. Such amendments should be rationally related to the topic of the agenda item, or the governing body will be advised to continue the item.

The governing body may adopt, approve, ratify, deny, defer, recommend, amend, strike, or continue any agenda item. When more information is needed to act on an item, the governing body may refer the matter to its City/Trust Manager, staff, attorney or to the recommending board, commission, or committee.

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

PUBLIC NOTICE OF A REGULAR MEETING OF THE PUBLIC WORKS AUTHORITY TUESDAY, AUGUST 19, 2025 AT 5:30 PM CLINTON CITY HALL

AMENDED AGENDA

Source listing: 08/19/2025
Original source: http://agendas.clintonok.gov/2025/081925/launch.html

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

    A. Dan Day, Sheriff, Custer County, Prayer
    Heidi Teeter, Vice Post Commander, American Legion Post 41, Pledge

2. CONSENT AGENDA

    A. Minutes of August 5, 2025, Regular Meeting

    B. Pay Application No. 4 from Krapff Reynolds Construction Company Project No. S-2505 Invoice No. 25158 in the Amount of $122,417.00 for Clinton Sewer Improvements Project Associated with ODOT Project Agreement #31842(04) I-40 Exit 65 Improvements

    C. Pay Application No. 4 from Krapff Reynolds Construction Company Project No. W-2501 Invoice No. 25157 the Amount of $151,409.10 for Clinton Water Improvements Project Associated with ODOT Project Agreement #31842(04) I-40 Exit 65 Improvements,

    D. Requested Change Order from Krapff Reynolds Construction Company to Extend the Water and Sewer Improvements Project by Sixty (60) Days Due to Springtime 2025 Weather Events

3. DISCUSSION, CONSIDERATION, AND POSSIBLE ACTION REGARDING:

    A. Update on the Repairs to the 27 Inch Sanitary Sewer Interceptor Main and Any Action(s) Needed Regarding Project Funding

B. Regarding the event identified below to enter into Executive Session, upon the a dvice and request of legal counsel, to discuss the status of this matter with counsel. Public disclosure of these confidential communications would seriously impair the…

Regarding the event identified below to enter into Executive Session, upon the a dvice and request of legal counsel, to discuss the status of this matter with counsel. Public disclosure of these confidential communications would seriously impair the ability of the City of Clinton and its attorney(s) to properly process and defend itself in litigation. Counsel may appear telephonically. [Authority: Title 25 Okla. Statute, § 307(B)(4)]
o Notice of Tort Claim filed by Meacham Farms, Inc.

C. Discussion within Executive Session , upon the advice and request of legal counsel, to discuss the status of this matter with counsel. Public disclosure of these confidential communications would seriously impair the ability of the City of Clinton…

Discussion within Executive Session , upon the advice and request of legal counsel, to discuss the status of this matter with counsel. Public disclosure of these confidential communications would seriously impair the ability of the City of Clinton and its attorney(s) to properly process and defend itself in litigation. Counsel may appear telephonically. [Authority: Title 25 Okla. Statute, § 307(B)(4)]
o Notice of Tort Claim filed by Meacham Farms, Inc.

D. Action, discussion and possible vote, in public forum, to adjourn Executive Session and reconvene in Open Session, relative to the case identified below . Counsel may appear telephonically. [Authority: Title 25 Okla. Statute, § 307(B)(4)]
o Notice…

Action, discussion and possible vote, in public forum, to adjourn Executive Session and reconvene in Open Session, relative to the case identified below . Counsel may appear telephonically. [Authority: Title 25 Okla. Statute, § 307(B)(4)]
o Notice of Tort Claim filed by Meacham Farms, Inc.

E. Possible vote to take any necessary action relative to the Executive Session for the case identified below. Counsel may appear telephonically. [Authority: Title 25 Okla. Statute, § 307(B)(4)]
o Notice of Tort Claim filed by Meacham Farms, Inc.

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

5. TRUSTEE COMMENTS

6. MANAGER'S COMMENTS

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

8. ADJOURN

Filed this 15th day of August 2025. Posted on the bulletin board in the lobby of the Clinton City Hall August 15, 2025, at 4:00 p.m.
Amended Agenda Filed this 18 th day of August 2025. Posted on the bulletin board in the lobby of the Clinton City Hall August 18, 2025, at 4:00 p.m.

_____

Not recorded

MINUTES OF CLINTON PUBLIC WORKS AUTHORITY MEETING
AUGUST 5, 2025

Minutes of the regular meeting of the Chairman and Trustees of the Clinton Public Works Authority City of Clinton, Oklahoma, Custer County, held in the City Council Room, City Hall on Tuesday, August 5, 2025, at 5:30 p.m. A notice of this meeting was posted on the bulletin board in the lobby of Clinton City Hall on August 1, 2025, at 4:00 P.M.

AGENDA ITEM No. 1. CALL TO ORDER, OPENING

Chairman David Berrong called the meeting to order at 5:32 p.m. with the following present:

CHAIRMAN: David Berrong
TRUSTEES: Stormie Bowen, Ernesto Villanueva, Arthur Lloyd, and Ernie Dowdell
TRUSTEES ABSENT: None
MANAGER: Robert Johnston
CITY TREASURER: Debra Blanchard
CITY ATTORNEY: Ryan Meacham
CITY CLERK: Amy Jones
NEWS MEDIA: Mike Smith, Sean Stephens, Shiann Dawson
OTHERS: Gene McCullough, Keith Brisco, Jake Lane, Cris Hickerson, Erin Adams, Talitha Adler, Steve Gordon, Wade Anders, Kent and Beth Dewees and others.

Jake Lane, First Christian Church opened the meeting with prayer and Keith Brisco, Post Commander, American Legion Post No. 41 led the Pledge of Allegiance.

AGENDA ITEM NO. 2: CONSENT AGENDA

A. Minutes of July 15, 2025 Regular Meeting
B. Consider Claims;
C. Acknowledgement of Financial Statement for the Month Ending June 30, 2025
D. Pay Application No. 10 in the Amount of $ 289,079.21 by Walters-Morgan for Work on the New Chemical Feed Building at Clinton Lake Water Treatment Plant.

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

Chairman put the motion to a roll call vote:

Aye: Dowdell, Bowen, Lloyd, Villanueva, Berrong
Nay: None

Chairman declared the motion carried.

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

A. Resolution PW 25-03 - Converting the Interfund Loans to the Clinton Hospital Authority to Transfers to Avoid a Deficit Fund Balance from Occurring

Manager Johnston reported that due to the no sale of the Clinton Regional Hospital property by 7/31/25 as per the contract, this Resolution PW25-03 is needed to avoid a deficit fund balance from occurring.

Motion was made by Trustee Dowdell and seconded by Trustee Villanueva to approve Resolution PW 25-03 - Converting the Interfund Loans to the Clinton Hospital Authority to Transfers to Avoid a Deficit Fund Balance from Occurring.

Chairman put the motion to a roll call vote:

Aye: Dowdell, Bowen, Lloyd, Villanueva, Berrong
Nay: None

Chairman declared the motion carried.

B. Wastewater Treatment Plant Maintenance Tasks Repairs to the FLOCC Mixer and New Bearings to be Installed for Continued Operation of the Mixer.

Public Works Director Gene McCullough presented the Wastewater Treatment Plant maintenance tasks repairs to the FLOCC mixer and new bearings to be installed for continued operation of the mixer. McCullough explained that these are budgeted repairs that are necessary for the safe operations of the wastewater treatment plant. He stated that the quote includes several needed maintenance tasks involving valves, diffusers to return the aeration basin to service, as well as the FLOCC Mixer. The recommended quote is for $75,500.00 from MVA (Machining and Valve Automation Services, LLC). The amount budgeted for this work was $130,000.00.

Motion was made by Trustee Bowen and seconded by Trustee Lloyd to approve the quote of $75,500.00 from MVA (Machining and Valve Automation Services, LLC) for the Wastewater Treatment Plant maintenance tasks repairs to the FLOCC mixer and new bearings to be installed for continued operation of the mixer.

Chairman put the motion to a roll call vote:

Aye: Dowdell, Bowen, Lloyd, Villanueva, Berrong
Nay: None

Chairman declared the motion carried.

C. Update on the Repairs to the 27 Inch Sanitary Sewer Interceptor Main and Any Action(s) Needed Regarding Project Funding

Gene McCullough updated the Trustee on the repairs to the 27-inch sanitary sewer interceptor main. He reported that the collapsed section has been isolated and removal of grit in the lines is taking place. Currently trying to manage the costs of the repairs. Engineer Matt Coe will be present at the next meeting for an update.

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

None

AGENDA ITEM NO. 5: TRUSTEE COMMENTS

None

AGENDA ITEM NO. 6: MANAGER COMMENTS

None

AGENDA ITEM NO. 7: ADJOURNMENT

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

Chairman put the motion to a roll call vote:

Aye: Dowdell, Bowen, Lloyd, Villanueva, Berrong
Nay: None

Chairman declared the meeting adjourned at 5:38 p.m.

_____
Date Approved

_____
David D. Berrong, Chairman

APPLICATION AND CERTIFICATE FOR PAYMENT

PROJECT: Clinton Sewer Improvements Along I-40
TO (OWNER): City of Clinton

Krapff-Reynolds Project No. S-2505

ENGINEER: Garver
CONTRACTOR: Krapff Reynolds Construction
INVOICE NO.: 25158
APPLICATION DATE: 7/25/2025 APPLICATION NO.: 4
PERIOD FROM: 6/28/2025 TO: 7/24/2025

Application is made for payment, as shown below, in connection with the contract.
The present status of the account for this contract is as follows:

Change Order Summary

Change orders approved in previous months by owner TOTAL		ADDITIONS $	DEDUCTIONS $
Subsequent Change Orders			
No.	Approved (Date)		
1	4/25/2025	$ 48,950.00	$ (60,608.00)

ORIGINAL CONTRACT SUM	$	1,308,717.00
NET CHANGE BY CHANGE ORDERS	$	(11,658.00)
CONTRACT SUM TO DATE	$	1,297,059.00
TOTAL COMPLETED TO DATE	$	620,015.00
5% RETAINAGE	$	31,000.75
TOTAL EARNED LESS RETAINAGE	$	589,014.25
LESS TOTAL LIQUIDATED DAMAGES TO DATE	$	-
LESS PREVIOUS CERTIFICATES FOR PAYMENT	$	466,597.25

TOTALS

Net change by change orders: $ (11,658.00)

CURRENT PAYMENT DUE $ 122,417.00

The undersigned (contractor, supplier, architect, engineer or supervisory official), of lawful age, being first duly sworn, on oath says that this invoice is true and correct. Affiant further states that the (work, services, or materials) as shown by this invoice have been (completed or supplied) in accordance with the plans, specifications, orders or requests furnished to the affiant. Affiant further states that (s)he has made no payment, given, or donated or agreed to pay, give or donate, either directly or indirectly, to any elected official, officer, or employee of the City of Anadarko, of any money or any other thing of value to obtain payment of this invoice.

By: [signature]

Subscribed and sworn to before me this 25th day of July 2025

Notary Public [signature]

Commission Number 11011133 My commission Expires 12/12/27

WADE VAKULICK NOTARY # 11011133 EXP. 12/12/27 PUBLIC STATE OF OKLAHOMA

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED. $ 122,417.00

CONSTRUCTION OBSERVER
BY: [signature]

PROJECT ENGINEER
By: [signature]

OWNER
By:

PROJECT: Clinton Sewer Improvements Along I-40 | Payment Request No.: 4 | Period Ending: 7/24/2025
TO (OWNER): City of Clinton | Invoice No.: 25158 | Page 2

ITEM	DESCRIPTION	Orig Qty	Unit	CO Qty	Unit Price	Total Price	QTY This Estimate	QTY Previous Estimate	QTY To Date	Ammount This Estimate	Ammount Previous Estimate	Ammount To Date
	Sewer Improvement Quantities											
1	Removal of Sewer Pipe (8")	746	LF	746	$ 10.00	$ 7,460.00	0	0	0	$ -	$ -	$ -
2	Abandon of Sewer Pipe (8")	1032	LF	1032	$ 10.00	$ 10,320.00	0	0	0	$ -	$ -	$ -
3	Removal of Sewer Pipe (15")	275	LF	275	$ 10.00	$ 2,750.00	0	0	0	$ -	$ -	$ -
4	Abandon of Sewer Pipe (15")	488	LF	488	$ 10.00	$ 4,880.00	0	0	0	$ -	$ -	$ -
5	Removal of Manhole	8	EA	8	$ 500.00	$ 4,000.00	0	0	0	$ -	$ -	$ -
6	Abandon of Manhole	2	EA	2	$ 500.00	$ 1,000.00	0	0	0	$ -	$ -	$ -
7	8" Polyvinyl Chloride (PVC) SDR 26 Pipe Open Cut	830	LF	830	$ 141.00	$ 117,030.00	0	806	806	$ -	$ 113,646.00	$ 113,646.00
8	8" Polyvinyl Chloride (PVC) SDR 26 Pipe w/ Restrained Joints Open Cut	97	LF	97	$ 137.00	$ 13,289.00	0	87	87	$ -	$ 11,919.00	$ 11,919.00
9	8" Polyvinyl Chloride (PVC) SDR 26 Pipe w/ Restrained Joints Trenchless	787	LF	787	$ 265.00	$ 208,555.00	0	315	315	$ -	$ 83,475.00	$ 83,475.00
10	15" Polyvinyl Chloride (PVC) DR 35 Pipe Open Cut	275	LF	0	$ 160.00	$ -	0	0	0	$ -	$ -	$ -
11	15" Polyvinyl Chloride (PVC) SDR 26 Pipe Open Cut	363	LF	363	$ 170.00	$ 61,710.00	0	0	0	$ -	$ -	$ -
12	15" Polyvinyl Chloride (PVC) SDR 26 Pipe w/ restrained joints trenchless	320	LF	320	$ 392.00	$ 125,440.00	0	50	50	$ -	$ 19,600.00	$ 19,600.00
13	16" Open Cut Steel Encasement	87	LF	87	$ 90.00	$ 7,830.00	0	87	87	$ -	$ 7,830.00	$ 7,830.00
14	16" Bored and Jacked Steel Encasement	375	LF	375	$ 345.00	$ 129,375.00	0	286	286	$ -	$ 98,670.00	$ 98,670.00
15	24" Bored and Jacked Steel Encasement	320	LF	320	$ 518.00	$ 165,760.00	216	53	269	$ 111,888.00	$ 27,454.00	$ 139,342.00
16	Polymer Concrete Manhole (4' DIA)(0-8 Feet Deep)	3	EA	3	$ 5,500.00	$ 16,500.00	0	3	3	$ -	$ 16,500.00	$ 16,500.00
17	Polymer Concrete Manhole (4' DIA)(8-20 Feet Deep)	7	EA	7	$ 11,600.00	$ 81,200.00	0	2	2	$ -	$ 23,200.00	$ 23,200.00
18	Polymer Concrete Manhole (5' DIA)(0-8 Feet Deep)	1	EA	1	$ 7,550.00	$ 7,550.00	0	0	0	$ -	$ -	$ -
19	Polymer Concrete Manhole (5' DIA)(8-30 Feet Deep)	4	EA	4	$ 20,650.00	$ 82,600.00	0	0	0	$ -	$ -	$ -
20	Trench Safety and Support	1566	LF	1566	$ 1.00	$ 1,566.00	0	1043	1043	$ -	$ 1,043.00	$ 1,043.00
21	Site Restoration	2673	LF	2673	$ 5.00	$ 13,365.00	0	0	0	$ -	$ -	$ -
22	Removal of Concrete Pavement	53	SY	53	$ 10.00	$ 530.00	0	18	18	$ -	$ 180.00	$ 180.00
23	Concrete Pavement Placement	8	SY	8	$ 200.00	$ 1,600.00	0	0	0	$ -	$ -	$ -
24	Standard Bedding Material or Select Backfill	92	CY	92	$ 60.00	$ 5,520.00	20	55	75	$ 1,200.00	$ 3,300.00	$ 4,500.00
25	Asphalt Pavement (Temporary Repair)	41	SY	41	$ 175.00	$ 7,175.00	0	0	0	$ -	$ -	$ -
26	Combined Curb & Gutter (6" Barrier)	36	LF	36	$ 125.00	$ 4,500.00	0	0	0	$ -	$ -	$ -
27	Removal of Curb and Gutter	36	LF	36	$ 10.00	$ 360.00	0	0	0	$ -	$ -	$ -
28	Remove and Reset Existing Signs	3	EA	3	$ 500.00	$ 1,500.00	0	0	0	$ -	$ -	$ -
29	Sanitary Sewer Service Connection	4	EA	4	$ 650.00	$ 2,600.00	0	0	0	$ -	$ -	$ -
30	CCTV Inspection	1	LS	1	$ 16,032.00	$ 16,032.00	0	0	0	$ -	$ -	$ -
31	Wastewater Bypass Pumping	1	LS	1	$ 26,720.00	$ 26,720.00	0.1	0.4	0.5	$ 2,672.00	$ 10,688.00	$ 13,360.00
	General Construction & Allowances Quantities					$ -						
1	Storm Water Pollution & Prevention Plan	1	LS	1	$ 6,000.00	$ 6,000.00	0.1	0.4	0.5	$ 600.00	$ 2,400.00	$ 3,000.00
2	Testing Allowance for Utilities	1	LS	1	$ 5,000.00	$ 5,000.00	0	0	0	$ -	$ -	$ -
3	Mobilization	1	LS	1	$ 100,000.00	$ 100,000.00	0.1	0.6	0.7	$ 10,000.00	$ 60,000.00	$ 70,000.00
4	Traffic Control Plan	1	LS	1	$ 25,000.00	$ 25,000.00	0.1	0.45	0.55	$ 2,500.00	$ 11,250.00	$ 13,750.00
					TOTAL	**$ 1,264,717.00**				**$ 128,860.00**		**$ 620,015.00**
					CHANGE ORDER	$ -						
CO1.1	15" Polyvinyl Chloride (PVC) C-900 DR 25Pipe Open Cut	275	LF		$ 178.00	$ 48,950.00			0	$ -		$ -
CO1.2	Sanitary Sewer Casing Spacer Credit	1	LS		$ (16,608.00)	$ (16,608.00)			0	$ -		$ -
						$ -			0	$ -		$ -
						$ -			0	$ -		$ -
									0	$ -		$ -
					REVISED CONTRACT TOTAL	**$ 1,297,059.00**				**$ 128,860.00**		**$ 620,015.00**

INVOICE AFFIDAVIT

STATE OF OKLAHOMA)

) §

COUNTY OF OKLAHOMA)

The undersigned (contractor, supplier, architect, engineer or supervisory official), of lawful age, being first duly sworn, on oath says that this invoice is true and correct. Affiant further states that the (work, services, or materials) as shown by this invoice have been (completed or supplied) in accordance with the plans, specifications, orders or requests furnished to the affiant. Affiant further states that (s)he has made no payment, given, or donated or agreed to pay, give or donate, either directly or indirectly, to any elected official, officer, or employee of the City of Clinton, of any money or any other thing of value to obtain payment of this invoice.

Contractor or Supplier

Subscribed and sworn to before me this 25th day of July, 2025

Notary public

My Commission Expires:

12/12/2027

(Seal)

WADE VAKULICK NOTARY # 11011133 EXP. 12/12/27 PUBLIC STATE OF OKLAHOMA

APPLICATION AND CERTIFICATE FOR PAYMENT

PROJECT: Clinton Water Improvements Along I-40
TO (OWNER): City of Clinton

Krapff-Reynolds Project No. W-2501

ENGINEER: Garver
CONTRACTOR: Krapff Reynolds Construction
INVOICE NO.: 25157
APPLICATION DATE: 7/25/2025 APPLICATION NO.: 4
PERIOD FROM: 6/28/2025 TO: 7/24/2025

Change Order Summary

		ADDITIONS $	DEDUCTIONS $
Change orders approved in previous months by owner TOTAL			
Subsequent Change Orders			
No.	Approved (Date)		
2	6/17/2025	$ 126,598.00	$ (51,394.00)

Application is made for payment, as shown below, in connection with the contract.
The present status of the account for this contract is as follows:

ORIGINAL CONTRACT SUM	$	994,232.00
NET CHANGE BY CHANGE ORDERS	$	75,204.00
CONTRACT SUM TO DATE	$	1,069,436.00
TOTAL COMPLETED TO DATE	$	530,309.00
5% RETAINAGE	$	26,515.45
TOTAL EARNED LESS RETAINAGE	$	503,793.55
LESS TOTAL LIQUIDATED DAMAGES TO DATI	$	-
LESS PREVIOUS CERTIFICATES FOR PAYMEN	$	352,384.45

TOTALS
Net change by change orders: $ 75,204.00

CURRENT PAYMENT DUE $ 151,409.10

The undersigned (contractor, supplier, architect, engineer or supervisory official), of lawful age, being first duly sworn, on oath says that this invoice is true and correct. Affiant further states that the (work, services, or materials) as shown by this invoice have been (completed or supplied) in accordance with the plans, specifications, orders or requests furnished to the affiant. Affiant further states that (s)he has made no payment, given, or donated or agreed to pay, give or donate, either directly or indirectly, to any elected official, officer, or employee of the City of Anadarko, of any money or any other thing of value to obtain payment of this invoice.

By: [signature]
Subscribed and sworn to before me this 25th day of July 2025
Notary Public [signature]
Commission Number 11011133 My commission Expires 12/12/27

WADE VAKULICK NOTARY # 11011133 EXP. 12/12/27 PUBLIC STATE OF OKLAHOMA

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED. $ 151,409.10

CONSTRUCTION OBSERVER
BY: [signature]

PROJECT ENGINEER
By: [signature]

OWNER
By:

PROJECT: Clinton Water Improvements Along I-40 | Payment Request No.: 4 | Period Ending: 7/24/2025
TO (OWNER): City of Clinton | Invoice No.: 25157 | Page 2

ITEM	DESCRIPTION	Orig Qty	Unit	CO Qty	Unit Price	Total Price	QTY This Estimate	QTY Previous Estimate	QTY To Date	Ammount This Estimate	Ammount Previous Estimate	Ammount To Date
1	Cut and Plug 8" Waterline	10	EA	8	$ 1,500.00	$ 12,000.00	0	0	0	$ -	$ -	$ -
2	Remove and Salvage Fire Hydrant	2	EA	2	$ 500.00	$ 1,000.00	0	0	0	$ -	$ -	$ -
3	8" Ductile Iron Pipe (Open Cut w/ Restrained Joints)	1264	LF	1031	$ 148.00	$ 152,588.00	20	379	399	$ 2,960.00	$ 56,092.00	$ 59,052.00
4	8" Ductile Iron Pipe (Trenchless w/ Restrained Joints)	821	LF	821	$ 276.00	$ 226,596.00	0	275	275	$ -	$ 75,900.00	$ 75,900.00
5	20" Casing Installed Via Trenchless Construction	687	LFf	687	$ 440.00	$ 302,280.00	0	360	360	$ -	$ 158,400.00	$ 158,400.00
6	20" Casing Installed Via Open Cut	217	LF	217	$ 120.00	$ 26,040.00	0	217	217	$ -	$ 26,040.00	$ 26,040.00
7	Fire Hydrant Assembly	3	EA	3	$ 5,000.00	$ 15,000.00	0	1	1	$ -	$ 5,000.00	$ 5,000.00
8	6" Gate Valve and Box	3	EA	3	$ 2,000.00	$ 6,000.00	1	1	2	$ 2,000.00	$ 2,000.00	$ 4,000.00
9	8" Gate Valve and Box	13	EA	11	$ 2,900.00	$ 31,900.00	0	1	1	$ -	$ 2,900.00	$ 2,900.00
10	8" Sleeve Coupling	10	EA	8	$ 650.00	$ 5,200.00	0	0	0	$ -	$ -	$ -
11	8" 11 1/4 Degree Fitting	4	EA	3	$ 530.00	$ 1,590.00	0	2	2	$ -	$ 1,060.00	$ 1,060.00
12	8" 22 1/2 Degree Fitting	4	EA	4	$ 560.00	$ 2,240.00	0	0	0	$ -	$ -	$ -
13	8" 45 Degree Fitting	30	EA	26	$ 570.00	$ 14,820.00	0	0	0	$ -	$ -	$ -
14	8" x 6" TEE	3	EA	3	$ 1,620.00	$ 4,860.00	0	1	1	$ -	$ 1,620.00	$ 1,620.00
15	8" x 8" Cross	1	EA	1	$ 1,090.00	$ 1,090.00	0	0	0	$ -	$ -	$ -
16	Water Service Connection	2	EA	2	$ 2,000.00	$ 4,000.00	0	0	0	$ -	$ -	$ -
17	Site Restoration	1264	LF	1264	$ 5.00	$ 6,320.00	0	0	0	$ -	$ -	$ -
18	Combined Curb & Gutter (6" Barrier)	10	LF	10	$ 125.00	$ 1,250.00	0	0	0	$ -	$ -	$ -
19	Removal of Curb and Gutter	10	LF	10	$ 10.00	$ 100.00	0	0	0	$ -	$ -	$ -
20	Standard Bedding Material or Select Backfill	120	CY	120	$ 60.00	$ 7,200.00	0	25	25	$ -	$ 1,500.00	$ 1,500.00
21	Connection to Existing 8" Ductile Iron Pipe	10	EA	8	$ 2,000.00	$ 16,000.00	1	0	1	$ 2,000.00	$ -	$ 2,000.00
22	Remove & Reset Signs	3	EA	3	$ 500.00	$ 1,500.00	0	0	0	$ -	$ -	$ -
23	Remove Water Meter & Water Meter Reset	1	EA	1	$ 1,500.00	$ 1,500.00	0	0	0	$ -	$ -	$ -
24	Remove & Reinstall Fence	20	LF	20	$ 25.00	$ 500.00	0	0	0	$ -	$ -	$ -
25	Trench Safety and Support	1264	LF	1264	$ 1.00	$ 1,264.00	20	419	439	$ 20.00	$ 419.00	$ 439.00
26	Clearing And Grubbing	1	LS	1	$ 100,000.00	$ 100,000.00	0.35	0.4	0.75	$ 35,000.00	$ 40,000.00	$ 75,000.00
					TOTAL	**$ 942,838.00**				**$ 41,980.00**		**$ 412,911.00**
					CHANGE ORDER	$ -						
2.1	10" Cert-a-lok PVC	241	LF		$ 85.00	$ 20,485.00	241	0	241	$ 20,485.00	$ -	$ 20,485.00
2.2	Cut and Plug 10" Water Line	2	EA		$ 2,500.00	$ 5,000.00	0	0	0	$ -	$ -	$ -
2.3	10" Gate Valve & Box	2	EA		$ 4,365.00	$ 8,730.00	2	0	2	$ 8,730.00	$ -	$ 8,730.00
2.4	10" Sleeve Coupling	2	EA		$ 1,100.00	$ 2,200.00	0	0	0	$ -	$ -	$ -
2.5	10" 45 Degree Fitting	4	EA		$ 1,100.00	$ 4,400.00	4	0	4	$ 4,400.00	$ -	$ 4,400.00
2.6	Connection to Existing 10" Ductile Iron Pipe	2	EA		$ 2,000.00	$ 4,000.00	1	0	1	$ 2,000.00	$ -	$ 2,000.00
2.7	8" Cert-a-lok PVC	233	LF		$ 75.00	$ 17,475.00	233	0	233	$ 17,475.00	$ -	$ 17,475.00
2.8	8" PVC (Trenchless)	233	LF		$ 276.00	$ 64,308.00	233	0	233	$ 64,308.00	$ -	$ 64,308.00
						$ -			0	$ -	$ -	$ -
						$ -			0	$ -	$ -	$ -
					REVISED CONTRACT TOTAL	**$ 1,069,436.00**				**$ 159,378.00**		**$ 530,309.00**

INVOICE AFFIDAVIT

STATE OF OKLAHOMA)

) §

COUNTY OF OKLAHOMA)

The undersigned (contractor, supplier, architect, engineer or supervisory official), of lawful age, being first duly sworn, on oath says that this invoice is true and correct. Affiant further states that the (work, services, or materials) as shown by this invoice have been (completed or supplied) in accordance with the plans, specifications, orders or requests furnished to the affiant. Affiant further states that (s)he has made no payment, given, or donated or agreed to pay, give or donate, either directly or indirectly, to any elected official, officer, or employee of the City of Clinton, of any money or any other thing of value to obtain payment of this invoice.

Contractor or Supplier

Subscribed and sworn to before me this 25th day of July, 2025

Notary public

My Commission Expires:

12/12/2027

(Seal)

WADE VAKULICK NOTARY PUBLIC # 11011133 EXP. 12/12/27 STATE OF OKLAHOMA

Robert Johnston

From: Helvick, Thomas M. <TMHelvick@GarverUSA.com>
Sent: Monday, August 4, 2025 1:46 PM
To: Gene McCullough; Robert Johnston
Cc: Amy Jones
Subject: Clinton Water and Sewer Improvements - Pay Application No. 4
Attachments: Clinton I-40 Water Pay Application 4.pdf; Clinton I-40 Sewer Pay Application 4.pdf; Time Extension Letter.pdf

Good afternoon,

Attached you will find the 2 separate Pay Application No. 4 for the Water and Sewer Projects from KRCC. If agreeable, please place these on the next agenda for approval.

Additionally, attached you will find a letter from KRCC requesting an additional 60 days be added to the contract time due to construction delays and changes. Below is a table of how I was able to arrive at 60 additional days.

Item	Days
Weather Delays/Pumping Days	32 Days
Gas Line Conflict	7 Days
Delays Due to Other Contractors in the Area	7 Days
ODOT Directed Trenchless Installation Change	14 Days
Total	**60 Days**

As indicated in the letter KRCC believes they will be able to get out of ODOT's Phase I corridor by the end of the original construction contract date (9/29/25). If the extension is accepted, then the new substantial and final completion will be 10/29/25 & 11/28/25 respectively.

Let me know if you have any questions.

Best,

Thomas Helvick, PE
Project Manager
Water Team
918-858-4887
918-557-5138

Krapff Reynolds Construction Company

Fred L. Krapff
Utility Contractor
James "Jim" L. King

July 22, 2025
Mr. Thomas Helvick, PE.
Garver
750 SW 24th St. Suite 200
Moore, OK 73160

RE: Clinton Water and Sewer Improvements

Mr. Helvick, We are writing this letter to request additional time for our contract. We were agreeable to a quick start for this project in April before we had approved submittals. During the time it took to review submittals, we also endured one of the wettest Aprils in recent history as well as May. Furthermore, the extremely hard ground conditions at depth, coupled with on-grade directional bores, has added more time than usual for a project of this nature. Lastly, due to the installation of a gas line in conflict with one of our proposed manholes required a redesign of the sewer lines along the South side of the Gary/Lexington intersection.

We should be complete with all water and sewer piping in the areas South of and under I-40 well within the contract time to facilitate ODOT's schedule. However, we still have several bores left in the area of Gary and Lexington.

Krapff-Reynolds has continuously kept personnel on site pushing forward through the rain and other delays. Therefore, we respectfully request 60 additional days be added to our contract to finish the work.

Please contact me with any questions or concerns.

Respectfully,

Wade Vakulick,
Project Manager,
Krapff Reynolds Const. Co.

2400 N.E. 4th • Oklahoma City, OK 73117 • Office (405) 733-9682 • Fax (405) 516-0081 • Mobile (405) 630-7306

All items on this agenda, including but not limited to any agenda item concerning the adoption of any ordinance, resolution, contract, agreement, or any other item of business, are subject to amendment, including additions and/or deletions. This rule will apply to every individual agenda item without exception, and without providing this same amendment language with respect to each individual agenda item. Such amendments should be rationally related to the topic of the agenda item, or the governing body will be advised to continue the item.

The governing body may adopt, approve, ratify, deny, defer, recommend, amend, strike, or continue any agenda item. When more information is needed to act on an item, the governing body may refer the matter to its City/Trust Manager, staff, attorney or to the recommending board, commission, or committee.

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

PUBLIC NOTICE OF A REGULAR MEETING OF THE SOLID WASTE AUTHORITY TUESDAY, AUGUST 19, 2025 AT 5:30 PM CLINTON CITY HALL

AGENDA

Source listing: 08/19/2025
Original source: http://agendas.clintonok.gov/2025/081925/launch.html

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

    A. Dan Day, Sheriff, Custer County, Prayer
    Heidi Teeter, Vice Post Commander, American Legion Post 41, Pledge

2. CONSIDER APPROVAL OF CONSENT AGENDA

    A. Minutes of August 5, 2025, Regular Meeting

3. DISCUSSION, CONSIDERATION, AND POSSIBLE ACTION REGARDING:

    A. Request for Purchase of 3-yard dumpster from Roll-Offs USA (budgeted capital expense)

    B. Request for Purchase of 3-yard dumpster replacement bottoms from Precision Flame (budgeted expense)

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

5. TRUSTEE COMMENTS

6. MANAGER COMMENTS

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

8. ADJOURN

Filed this 15 th day of August 2025, posted on the bulletin board in the lobby of the Clinton City Hall August 15, 2025, at 4:00 p.m.

_____

Not recorded

MINUTES OF SOLID WASTE AUTHORITY MEETING
AUGUST 5, 2025

Minutes of the regular meeting of the Chairman and Trustees of the Clinton Solid Waste Authority City of Clinton, Oklahoma, Custer County, held in the City Council Room, City Hall on Tuesday, August 5, 2025, at 5:30 p.m. A notice of this meeting with agenda was posted on the bulletin board in the lobby of Clinton City Hall on August 1, 2025, at 4:00 p.m.

Chairman David Berrong called the meeting to order at 5:30 p.m. with the following present:

CHAIRMAN: David Berrong
TRUSTEES: Stormie Bowen, Ernesto Villanueva, Arthur Lloyd, and Ernie Dowdell
TRUSTEES ABSENT: None
MANAGER: Robert Johnston
CITY TREASURER: Debra Blanchard
CITY ATTORNEY: Ryan Meacham
CITY CLERK: Amy Jones
NEWS MEDIA: Mike Smith, Sean Stephens, Shiann Dawson
OTHERS: Gene McCullough, Keith Brisco, Jake Lane, Cris Hickerson, Erin Adams, Talitha Adler, Steve Gordon, Wade Anders, Kent and Beth Dewees and others.

Jake Lane, First Christian Church opened the meeting with prayer and Keith Brisco, Post Commander, American Legion Post No. 41 led the Pledge of Allegiance.

AGENDA ITEM NO. 2: CONSENT AGENDA

A. Minutes of Regular Meeting of July 1, 2025
B. Consider Claims
C. Acknowledge Receipt of the Financial Statement for the Month Ending June 30, 2025.
D. Acknowledge the Preparation and Distribution of a Request for Proposals (RFP) for the Operation, Maintenance, and Management of Solid Waste Collection & Disposal Services.

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

Chairman Berrong put the motion to a roll call vote:

Aye: Dowdell, Lloyd, Bowen, Villanueva, Berrong
Nay: None

Chairman declared the motion carried.

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

None

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

None

AGENDA ITEM NO. 5: TRUSTEE REPORT

None

AGENDA ITEM NO. 6: MANAGER'S REPORT

None

AGENDA ITEM NO. 7: ADJOURNMENT

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

Chairman put the motion to a roll call vote:

Aye: Dowdell, Lloyd, Bowen, Villanueva, Berrong
Nay: None

Chairman declared the meeting adjourned at 5:32 p.m.

_____
Date Approved

_____
David D. Berrong, Chair

Quote

ROLL-OFFS USA
P.O. BOX 727
DURANT, OKLAHOMA 74702-0727
(580) 924-6355

Order Number: 0054619
Order Date: 7/16/2025

Salesperson: HOUS
Customer Number: CLIOK

Sold To:
City of Clinton, OK
PO Box 1177
Clinton, OK 73601
Confirm To:
Donnie Phipps 580 660 6465

Ship To:
City of Clinton OK
1721 Marshall Rd
Clinton, OK 73601

Customer P.O.	Ship VIA	F.O.B.	Terms
	ROT		NET 30

Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount
S3H	ONE	72.000	0.000	0.000	608.000	43,776.00

3YD SIDE LOADER **Whse:** 000

SN: TBD

Bill Option 1 Option 96 FARM TAN
Bill Option 2 Option 01 HOOK EMCO 5/8
Bill Option 3 Option 01 1/2 METAL LID W/ 2 PLASTIC

3YD SIDE LOADER
EMCO HOOKS, 1/2 METAL 2 PIECE PLASTIC LIDS
COLOR: FARM TAN

FREIGHT $1130 @ 2 LOADS

**** DISCOUNTED PRICE ****

Net Order:	43,776.00
Less Discount:	0.00
Freight:	2,260.00
Sales Tax:	0.00
Order Total:	46,036.00

PRECISION FLAME

2809 WEST 21ST STREET
TX 79072
(806)808-2528

QUOTE

Date	Estimate #
7/17/2025	250717-1

Name / Address
CITY OF CLINTON P.O.BOX 1177 CLINTON OK 73601-1177

Description	Qty	Rate	Total
3 YD TAPERED BOTTOM	50	224.50	11,225.00
DELIVERY CHARGES		325.00	325.00

Subtotal	$11,550.00
Sales Tax (6.75%)	$0.00
Total	$11,550.00

All items on this agenda, including but not limited to any agenda item concerning the adoption of any ordinance, resolution, contract, agreement, or any other item of business, are subject to amendment, including additions and/or deletions. This rule will apply to every individual agenda item without exception, and without providing this same amendment language with respect to each individual agenda item. Such amendments should be rationally related to the topic of the agenda item, or the governing body will be advised to continue the item.

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

PUBLIC NOTICE OF A REGULAR MEETING OF THE CITY COUNCIL TUESDAY, AUGUST 19, 2025 AT 5:30 PM CLINTON CITY HALL

AGENDA

Source listing: 08/19/2025
Original source: http://agendas.clintonok.gov/2025/081925/launch.html

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

    A. Dan Day, Sheriff, Custer County, Prayer
    Heidi Teeter, Vice Post Commander, American Legion Post 41, Pledge

2. CONSIDER APPROVAL OF CONSENT AGENDA

    A. Minutes from August 5, 2025, Regular Meeting and August 13, 2025, Special Meeting .

    B. Acknowledge Renewal of Interlocal Agreement with Clinton Public Schools for School Resource Officers for the 25/26 School Year

3. DISCUSSION, CONSIDERATION, AND POSSIBLE ACTION REGARDING:

    A. Request from the Clinton Chamber of Commerce for Street Closures on September 13, 2025, from 6:30 a.m. to 3:00 p.m. from 5 th Street to 9 th on Frisco Ave for the “Route 66 Festival, on October 30, 2025, for the “Trunk or Treat” event and on…

    Request from the Clinton Chamber of Commerce for Street Closures on September 13, 2025, from 6:30 a.m. to 3:00 p.m. from 5 th Street to 9 th on Frisco Ave for the “Route 66 Festival, on October 30, 2025, for the “Trunk or Treat” event and on December 2, 2025, for the “Festival of Lights” event.

    B. Pay Application No. 4 from Krapff Reynolds Construction Company Project No. S-2505 Invoice No. 25158 in the Amount of $122,417.00 for Clinton Sewer Improvements Project associated with ODOT Project Agreement #31842(04) I-40 Exit 65 Improvements

C. Pay Application No. 4 from Krapff Reynolds Construction Company Project No. W-2501 Invoice No. 25157 the Amount of $151,409.10 for Clinton Water Improvements Project associated with ODOT Project Agreement #31842(04) I-40 Exit 65 Improvements

D. Requested Change Order from Krapff Reynolds Construction Company to Extend the Water and Sewer Improvements Project by Sixty (60) Days Due to Springtime 2025 Weather Events

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

5. COUNCIL COMMENTS

6. MANAGER'S COMMENTS

7. ADJOURN

Filed this 15 th day of August 2025. Posted on the bulletin board in the lobby of the Clinton City Hall August 15, 2025, at 5:00 p.m.

_____

Not recorded

MINUTES OF THE CLINTON CITY COUNCIL REGULAR MEETING
AUGUST 5, 2025

Minutes of the special meeting of the Mayor and Council of the Clinton City Council, City of Clinton, Oklahoma, Custer County, held in the City Council Room, City Hall on Tuesday, August 5, 2025, at 5:30 p.m. A notice of this meeting with agenda was posted on the bulletin board in the lobby of Clinton City Hall on August 1, 2025, at 4:00 P.M.

AGENDA ITEM No. 1. CALL TO ORDER, OPENING

Mayor David Berrong called the meeting to order at 5:38 p.m. with the following present:

MAYOR: David Berrong
COUNCIL: Ernie Dowdell, Stormie Bowen, Arthur Lloyd, Ernesto Villanueva
COUNCIL ABSENT: None
MANAGER: Robert Johnston
CITY TREASURER: Debra Blanchard
CITY ATTORNEY: Ryan Meacham
CITY CLERK: Amy Jones
NEWS MEDIA: Mike Smith, Sean Stephens, Shiann Dawson
OTHERS: Gene McCullough, Keith Brisco, Jake Lane, Cris Hickerson, Erin Adams, Talitha Adler, Steve Gordon, Wade Anders, Kent and Beth Dewees and others.

Jake Lane, First Christian Church opened the meeting with prayer and Keith Brisco, Post Commander, American Legion Post No. 41 led the Pledge of Allegiance.

AGENDA ITEM NO. 2: CONSENT AGENDA

A. Minutes from July 15, 2025, Regular Meeting,
B. Consider Claims
C. Acknowledgement of the Receipt of the Financial Statement dated June 30, 2025

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

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

Aye: Dowdell, Bowen, Lloyd, Villanueva, Berrong
Nay: None

Mayor declared the motion carried.

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

A. Resolution 1006 – Converting the Interfund Loans to the Clinton Hospital Authority to Transfers to Avoid a Deficit Fund Balance from Occurring.

City Manager Johnston reported that due to the "no sale" of the Clinton Regional Hospital property by 7/31/25 as per the contract, this Resolution 1006 is needed to avoid a deficit fund balance from occurring.

Motion was made by Councilmember Dowdell and seconded by Councilmember Villanueva to approve Resolution 1006 - Converting the Interfund Loans to the Clinton Hospital Authority to Transfers to Avoid a Deficit Fund Balance from Occurring.

Chairman put the motion to a roll call vote:

Aye: Dowdell, Bowen, Lloyd, Villanueva, Berrong
Nay: None

Chairman declared the motion carried.

B. Execution of Application(s) for Federal Assistance Form SF-424 for FAA Grant Funding Assistance for the Construction of New Hangars at Clinton Regional Airport.

City Manager Johnston presented the application(s) for Federal Assistance Forms SF-424 for FAA Grant Funding Assistance for the construction of new hangars at Clinton Regional Airport (AIP 3-40-0021-0022-2025, AIP 3-40-0021-023-2025, AIP 3-40-0021-024-2026)

Motion was made by Councilmember Dowdell and seconded by Councilmember Villanueva to approve execution of the application(s) for Federal Assistance Forms SF-424 for FAA Grant Funding Assistance for the construction of new hangars at Clinton Regional Airport.

Chairman put the motion to a roll call vote:

Aye: Dowdell, Bowen, Lloyd, Villanueva, Berrong
Nay: None

Chairman declared the motion carried.

C. Pay Application No. 10 in the Amount of $289,079.21 by Walters Morgan for Work on the New Chemical Feed Building at the Clinton Lake Water Treatment Plant.

Public Works Director McCullough reported that the project continues to move forward towards imminent completion.

Motion was made by Councilmember Dowdell and seconded by Councilmember Villanueva to approve Pay Application No. 10 in the amount of $289,079.21 by Walters-Morgan for work on the New Chemical Feed Building at the Clinton Lake Water Treatment Plant.

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

Aye: Dowdell, Hill, Lloyd, Villanueva, Berrong
Nay: None

Mayor declared the motion carried.

D. Request For Executive Session As Authorized By The *Oklahoma Open Meeting Act* Section 307(B)4 For Confidential Communications Between A Public Body And Its Attorney Concerning A Pending Investigation, Claim, Or Action If The Public Body With The Advice Of Its Attorney, Determines That Disclosure Will Seriously Impair The Ability Of The Public Body To Process The Claim Or Conduct A Pending Investigation, Litigation, Or Proceeding In The Public Interest.

Motion was made by Councilmember Dowdell and seconded by Villanueva to Request For Executive Session As Authorized By The *Oklahoma Open Meeting Act* Section 307(B)4 For Confidential Communications Between A Public Body And Its Attorney Concerning A Pending Investigation, Claim, Or Action If The Public Body With The Advice Of Its Attorney, Determines That Disclosure Will Seriously Impair The Ability Of The Public Body To Process The Claim Or Conduct A Pending Investigation, Litigation, Or Proceeding In The Public Interest and invite in the City Manager Robert Johnston and City Attorney Ryan Meacham at 5:42 p.m.

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

Aye: Dowdell, Hill, Lloyd, Villanueva, Berrong
Nay: None

Mayor declared the motion carried.

E. Reconvene from Executive Session;

Motion was made by Councilmember Dowdell and seconded by Villanueva to reconvene from Executive Session at 6:34 p.m.

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

Aye: Dowdell, Hill, Lloyd, Villanueva, Berrong
Nay: None

Mayor declared the motion carried.

F. Any Action Any Action(s) Arising from the Executive Session.

Mayor Berrong gave a report of no action.

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

None

AGENDA ITEM NO. 5: COUNCIL COMMENTS

None

AGENDA ITEM NO. 6: CITY MANAGER'S COMMENTS

City Manager stated that a ground-breaking ceremony for the new DPS/OHP building has been scheduled for Friday August 22, 2025, at 9:00 AM. He also reported that he had been advise by ODOT that the Exit 65 project bid was accepted by the Transportation Commission at yesterday's meeting. The low bid was higher than the engineers' original cost estimate; it was believed that rebidding would not likely result in lower bids. As a result, when the project is completed in the spring of 2028 the City of Clinton's cost participation will have increased.

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

None

AGENDA ITEM NO. 8: ADJOURNMENT

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

Mayor put the motion to a roll call vote:

Aye: Dowdell, Hill, Lloyd, Villanueva, Berrong
Nay: None

Mayor declared the meeting adjourned at 6:37 P.M.

_____
Date Approved

_____
David Berrong, Mayor

MINUTES OF THE CLINTON CITY COUNCIL REGULAR MEETING
AUGUST 13, 2025

Minutes of the special meeting of the Mayor and Council of the Clinton City Council, City of Clinton, Oklahoma, Custer County, held in the City Council Room, City Hall on Tuesday, August 13, 2025, at 3:00 p.m. A notice of this meeting with agenda was posted on the bulletin board in the lobby of Clinton City Hall on August 11, 2025, at 2:00 P.M.

AGENDA ITEM No. 1. CALL TO ORDER, OPENING

Mayor David Berrong called the meeting to order at 3:08 p.m. with the following present:

MAYOR: David Berrong
COUNCIL: Ernie Dowdell, Ernesto Villanueva
COUNCIL ABSENT: Arthur Lloyd, Stormie Bowen
MANAGER: Robert Johnston
CITY TREASURER: Debra Blanchard
CITY ATTORNEY: Ryan Meacham (Absent)
CITY CLERK: Amy Jones
NEWS MEDIA: Mike Smith, Sean Stephens, Shiann Dawson, Spencer Humprey – News Channel 4
OTHERS: Gene McCullough, Cris Hickerson, Norma Fisher, Len Lacefield, Chasity Richardson, Talitha Adler, Kelly Cornell, Ken Baker, Jason Hulin, Dan Tharp, Chris Jones, and others.

AGENDA ITEM 2. DISCUSSION, CONSIDERATION, AND POSSIBLE ACTION(S) REGARDING:

A. Request from the Clinton Hospital Authority for Funding Assistance to Meet Payroll and Other Specifically Designated Expenses.

Clinton Hospital Authority Chairman Ken Baker reported that the hospital management & staff has been directed by the hospital board to look for at ways to reduce expenses and improve the revenue cycle management process to increase operating revenue. At this time there is a pressing need for $200,000.00 in funding assistance to meet payroll and pay other specifically designated expenses. Baker also spoke briefly about other options moving forward, including the possibility of moving to Rural Emergency Hospital status and funding options through the USDA and other sources. The goal will be to maintain the hospital license and operations of the hospital. The hospital staff will also start preparing for the cost report that is required to be completed 5 months after the fiscal year.

Councilmember Dowdell stated that the goal is still to keep the doors open and the Hospital Authority has worked hard to keep the doors open and are capable and

knowledgeable in this area.

Motion was made by Councilmember Dowdell and seconded by Councilmember Villanueva to approve the request from the Clinton Hospital Authority for funding assistance in the amount of $200,000.00. to meet payroll and other specifically designated expenses.

Mayor put the motion to a roll call vote:

Aye: Dowdell, Villanueva, Berrong
Nay: None

Mayor declared motion carried.

B. Available Funding Sources to Maintain the Hospital License and Operations

City Manager Johnston stated that since the expected replenishment of City and PWA reserves resulting from the sale of the hospital facility did not occur, City Treasurer Blanchard and himself have felt compelled to have multiples conversations to develop a financial game plan going forward. City and PWA reserve balances have been depleted as low as they need to be, so other financial solutions are in order. The financial game plan is not yet ready to be presented as conversations continue daily with the Clinton Hospital Authority and other knowledgeable parties. This team effort is based upon the common goal of maintaining the hospital license which was so difficult to regain and to continue the highest level of healthcare services upon which the community relies.

Information only.

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

None

AGENDA ITEM NO. 5: COUNCIL COMMENTS

None

AGENDA ITEM NO. 6: CITY MANAGER'S COMMENTS

None

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

None

AGENDA ITEM NO. 8: ADJOURNMENT

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

Mayor put the motion to a roll call vote:

Aye: Dowdell, Villanueva, Berrong
Nay: None

Mayor declared the meeting adjourned at 3:22 P.M.

_____
Date Approved

_____
David Berrong, Mayor

INTERLOCAL AGREEMENT
BETWEEN CLINTON PUBLIC SCHOOLS AND
THE CITY OF CLINTON FOR IMPLEMENTATION AND OPERATION
OF A SCHOOL RESOURCE OFFICER PROGRAM

This Agreement is entered into this 11th day of August 2025, between the City of Clinton, a municipal corporation, hereinafter referred to as "CITY" and Independent School District No. 99 of Custer County, Oklahoma a/k/a Clinton Public Schools, hereinafter referred to as "CPS". Together, CITY and CPS shall be referred to as the "Parties".

WHEREAS, the City of Clinton is a charter municipality vested with the power to enter into contracts by Title 11, Section 22-101 of the Statutes of the State of Oklahoma, and CPS is an independent school system with the powers of a corporation, including the authority to contract, by Title 70, Section 5-105 of the Statutes of the State of Oklahoma.

WHEREAS, CPS and CITY have jointly considered and studied the needs of the school district and the City of Clinton and believe that implementing and operating a School Resource Officer Program can provide a positive benefit to both the citizens of the City of Clinton and CPS students; and

WHEREAS, it is mutually beneficial for the parties to enter into an agreement which establishes the duties, assignments, responsibilities, and obligations of the School Resource Officers, the CITY, and CPS; and

WHEREAS, to effectuate the purposes stated above, this Agreement is executed.

NOW, THEREFORE, IN CONSIDERATION of the value provided in section III herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and the mutual covenants and agreements contained herein, the parties agree as follows:

I.

TERM OF THE AGREEMENT

1. The term of this Agreement shall be for an initial period of five years, subject to the annual appropriation of funds by the Parties, beginning with the 2025/2026 school year for the Clinton Public Schools. Subject to the annual appropriation of funds by the Parties, this Agreement shall be renewed automatically for subsequent five-year terms.

II.

SCOPE OF AGREEMENT

1. The CITY and CPS agree to partner to implement and operate a School Resource Officer Program. This Program shall place at least one (1) commissioned Clinton Police Department Officers in schools operated by CPS and equip those officers. The terms of this partnership shall be governed by this Agreement.

2. The CITY shall provide at least one (1) CLEET certified, commissioned police officer of the City of Clinton Police Department to act as CPS's School Resource Officer (hereinafter, "SRO") to perform the duties set forth in Exhibit A hereto (hereinafter, "Services") between the hours of 7:30 a.m. and 4:00 p.m., Monday through Friday. Services will be provided an average of eight hours per day with 30 minutes for lunch.

3. The CITY agrees to furnish the SRO with uniforms and other necessary equipment, including marked, fully equipped Clinton Police Department patrol cars. A marked vehicle will be present at each school while a School Resource Officer is on duty at that location.

4. School Resource Officers will work with CPS personnel on a cooperative basis in accordance with the memorandum of understanding attached hereto as Exhibit B. In addition to law enforcement functions, the School Resource Officers will be available to provide counseling, education, and public speaking services as requested by CPS administration or its designated agents.

III.

COMPENSATION

1. The CITY and CPS agree to fund the School Resource Officer Program as provided for in this section.

2. As compensation to the CITY for the Services, CPS agrees to pay the CITY the following:

   a. An annual fee for the period of July 1, 2025 through June 30, 2026 a total of $38,500.00 per officer per year provided. Payment shall be made quarterly in advance of the Services.

3. The cost of the program shall be reviewed annually prior to the budgeting sessions of both the CITY and CPS. If it is found that the cost of the program has increased the Parties agree to continue to jointly fund the Agreement while negotiating any increased costs for the following fiscal year. Prior to May 1st of each subsequent fiscal year during the term of the Agreement, the CITY shall notify CPS of increased costs of the program, if any, and provide documentation that supports the increase. CITY and CPS personnel shall meet to discuss these projected costs in order to agree on cost-sharing for the subsequent one year term of the Agreement. These meetings shall be held prior to the adoption of both the CITY and CPS budgets for the year.

4. In the event a School Resource Officer is absent due to sick leave, training, subpoena or court appearance, worker's compensation, holiday, vacation, or emergency, military, or bereavement leave, CPS shall not be relieved of its obligation to pay the entire amount described above. Provided, however, if a School Resource Officer is absent more than five (5) consecutive school days, the School Resource Officer shall be replaced by another Clinton Police Officer qualified to perform the duties of the School Resource Officer or payment shall be reduced on a prorated basis.

   In the event that the CITY finds it necessary to reassign one or more School Resource Officers due to a citywide or major emergency for more than five (5) consecutive school days, payment for services shall be reduced on a prorated basis.

IV.

INDEPENDENT CONTRACTOR

1. The CITY is and at all times shall be deemed an independent contractor and shall be wholly responsible for the way CITY performs the services required by the terms of the Agreement. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between the CITY and CPS or any of CITY's agents or employees. The CITY assumes exclusive responsibility for the acts of its employees as they relate to the services provided during the course and scope of their employment. The CITY, its agents, and employees, shall not be entitled to any rights or privileges of CPS employees, beyond those required for the performance of their School Resource Officer duties, and shall not be considered in any manner to be CPS employees.

2. While CPS will not directly supervise the School Resource Officers in the day-to-day performance of their duties, CPS may provide input to the CITY regarding the personnel assigned under this Agreement. If CPS objects to the assignment of any personnel to its campuses, CPS will review those objections with a designated representative of the CITY for final resolution of the objections.

3. The CITY and CPS will work cooperatively to provide the best working relationship possible between the parties to ensure that the needs of the individual schools, students, principals and school staff, and School Resource Officers are met. This includes meetings between principals and the School Resource Officer supervisor as needed to facilitate scheduling and operation of the program. The Chief of Police will be the point of contact for the CITY for routine questions, scheduling, and day to day operations of the program.

V.

ADDITIONAL PERSONNEL

1. In addition to the School Resource Officer(s) assigned according to Section I, Paragraph 2 above, CPS, at its option, shall have the right to engage off-duty Clinton Police Department (CPD) personnel for special events, sporting events, or other school-related activities as CPS deems necessary. Any off-duty CPD personnel not designated as a School Resource Officer under this Agreement will be considered an independent contractor to CPS during the period of engagement to be compensated directly by CPS as arranged between CPS and the off-duty CPD personnel so engaged.

2. In addition to the personnel to be provided by CITY, CPS, at its option, shall have the right to engage personnel to provide private security services, including private security services provided through a private security company. In the event CPS elects to engage private security services, either through CPD employees or through a private security service, the private security services will be coordinated with the CPD personnel. Nothing in this Agreement shall create liability on the part of CITY or CPS for personnel hired under this Section.

VI.

GENERAL DUTIES

1. The CITY and CPS Staff have worked together to create a list of general duties for the School Resource Officers which outlines the officers' duties and is hereby incorporated by reference into this Agreement as Attachments "A" and "B".

   It is anticipated that, as the School Resource Officer Program is developed over the subsequent terms of this Agreement, it may be necessary to amend Attachments "A" and "B" to better reflect the scope of the general duties for the School Resource Officers. For that reason, the Police Chief of the CITY and the Superintendent of CPS are hereby authorized to make written, mutually agreed upon amendments to Attachments "A" and "B" as necessary to continue to provide a high level of service to the citizens of the City of Clinton.

2. School Resource Officers, during the summer months while school is not in session, shall be assigned by the CPD to complete training and to other police department responsibilities. School Resource Officers shall also be available for events in the schools during the summer upon notice from CPS.

VII.

INSURANCE

1. The CITY shall provide workers' compensation insurance in the amount required by Oklahoma law for all employees engaged in work as a School Resource Officer under this Agreement.

VIII.

TERMINATION AND ASSIGNMENT

1. This Agreement may be terminated by either Party at its sole option and without prejudice by giving sixty (60) days written notice of termination to the other Party.

2. Neither party shall assign, transfer, or sub-contract any of its rights, burdens, duties, or obligations under this Agreement without the prior written permission of the other Party to this Agreement.

IX.

DISPUTE RESOLUTION AND VENUE

1. In the event both Parties are unable to jointly resolve a dispute arising from the implementation and operation of the School Resource Officer Program, then the final decision specific to that dispute will be submitted for resolution to the City Manager of CITY and the Superintendent of CPS. In the event the City Manager of CITY and the Superintendent of CPS are unable to jointly resolve any such dispute, then the matter will be submitted within thirty (30) days to a third party mediator. In the event the mediation is unsuccessful in resolving any dispute arising from the implementation or operation of the School Resource Officer Program, then each party has the option to file suit.

2. All obligations of each party to this Agreement shall be performed in Custer County, Oklahoma. The laws of the State of Oklahoma shall govern the interpretation, validity, performance, and enforcement of this Agreement, and the exclusive venue for any legal proceedings involving this Agreement shall be Custer County, Oklahoma.

X.

NOTICES

1. Any notice to be given by CITY to CPS hereunder shall be deemed to be properly served if deposited in the United State mail, postage prepaid, addressed to Superintendent, Clinton Public Schools, 1720 Opal Avenue, Clinton, OK 73601

2. Any notice to be given hereunder by CPS to CITY shall be deemed to be properly served if the same be deposited in the United States mail, postage prepaid addressed to: Police Chief, City of Clinton, PO Box 1177, Clinton, Oklahoma, 73601 with a copy to the City Manager at the same mailing address.

XI.

SEVERABILITY

1. If any provisions of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions, or results, the remaining parts or portions of this Agreement shall remain in full force and effect.

XII.

HOLD HARMLESS CLAUSE

1. To the extent allowed by law, CPS does hereby agree to waive all claims against, release, and hold harmless CITY and all of its officials, officers, agents, employees, in both their public and private capacities, for any and all liability, claims, suits, demands, losses, damages, attorneys' fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of injury or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement.

2. To the extent allowed by law, CITY does hereby agree to waive all claims against, release, and hold harmless CPS and all of its officials, officers, agents, employees, in both their public and private capacities, for any and all liability, claims, suits, demands, losses, damages, attorneys' fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of injury or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement.

3. It is the intention of both Parties that this mutual hold harmless clause shall be interpreted to mean that each party shall only be responsible for the actions of each party's own employees, officials, officers, and agents. The Parties agree that they have not waived their sovereign immunity by entering into and performing its obligations under this Agreement.

XIII.

ENTIRE AGREEMENT

1. This Agreement shall be binding upon the parties hereto, their successors and assigns, and constitutes the entire Agreement between the parties. No other Agreements, oral or written, pertaining to the performance of this Agreement exists between the parties. This Agreement can be modified only by an Agreement in writing, signed by both of the parties.

Executed this 11th day of August 2025.

CITY OF CLINTON

BY _____
David D. Berrong, Mayor

ATTEST:

BY: _____
Amy E. Jones, City Clerk

CLINTON PUBLIC SCHOOLS

BY _____
President, Board of Education

INDEPENDENT SCHOOL DISTRICT NO. 39 OF CUSTER CO., OKLA. OFFICIAL SEAL

ATTEST:

BY: _____
Secretary, Board of Education

Attachment A
School Resource Officer (SRO) Duties/ Clinton Public Schools Duties

1. The primary function of the School Resource Officer (SRO) shall be to enhance the safety of the students and faculty and provide law enforcement services in a public school campus setting. Specifically, the SRO shall assist in limiting access to the school grounds to authorized persons, provide police protection of school property, personnel, and students, investigate criminal acts on school grounds and serve as a liaison between the school, the police department, juvenile officials, probation officials, courts, and other agencies of the juvenile justice system.

2. The Superintendent, building principal, or their designee(s), shall retain authority regarding all school issues. The SRO shall determine all law enforcement issues. The SRO shall communicate with the building principal and vice versa regarding all law enforcement incidents on the campus or at school related activities. The SROs are responsible to the Clinton Police Department/City of Clinton while working in cooperation with the principals of the various school facilities to which they are assigned.

3. The SRO shall participate in mandatory training set out by state law and/or CPD policy. The SRO should also participate in reasonable training programs provided by CPS that directly impact their ability and skills as SROs.

4. The SRO shall be available as a resource to provide information on topics on which the officers have special competence due to their law enforcement training. The SRO shall also work to identify and counter behavior that may be disruptive or unsafe to the students, faculty, or district property.

5. The SRO shall make themselves visible in a public relations role to provide a highly visible crime deterrent in school property in order to effectively promote security and order in the schools.

6. The SRO shall attempt to provide guidance and direction for students, parents, and staff when appropriate, to work with the school administrators to resolve school-police problems, and to work with parents of troubled youth.

7. The SRO shall not enforce CPS regulations or rules unless the violation of such rule or regulation constitutes a violation of a state law or city ordinance.

8. Nothing in this agreement shall limit or eliminate the need to utilize the 9-1-1 reporting system, or the use of CPD district police officers to handle or supplement calls for service. Use of 9-1-1 is encouraged for emergency calls even if an SRO is also called.

9. Except in an emergency, SROs should not be called away from their assigned school to handle other law enforcement matters, as this may be disruptive to the teacher/SRO/student relationship. SROs may be contacted and may respond as soon as possible to assist CPD officers when reasonable to assist with providing public safety.
10. SROs shall maintain a close liaison with the CPD officers around their assigned schools. They shall exchange information regarding suspects, incidents, and potential problems to ensure reasonably consistent enforcement from officer to officer to the extent permitted by law.

11. SROs may be required to attend SRO meetings during contract hours to discuss incidents, potential problems, and issues surrounding the SRO program. The primary purpose of these meetings will be to increase the effectiveness of the SRO program.

12. The CPD reserves the right to assign SROs to a police function in the event of an emergency or situation that dictates a call-up of police personnel as directed in CPD policy and procedures.

13. **CPS considers SROs to be school officials for the purposes of granting access to student Personally Identifiable Information (PII) defined under the Family Educational Rights and Privacy Act (FERPA). Any student record containing PII to which an SRO is given access will remain under the direct control of CPS. Access to such records may <u>only</u> be granted when it is to promote school safety and the physical security of students. SROs using records containing PII are subject to the re-disclosure limitations of FERPA, which hold that records may not be shared with outside parties, including other CPD employees not acting as school officials.**

14. **CPS considers SROs to be school officials for the purposes of granting access to video surveillance systems owned or operated by CPS. To the extent CPS operates such a system, the system will remain under direct control of the district. Access to the system, and the records it maintains, may only be granted to promote school safety and the physical security of students. SROs with access to the system are subject to the re-disclosure limitations of FERPA, which hold that records, including videos and photos of students, may not be shared with outside parties, including other CPD employees not acting as school officials.**

15. **CPS shall provide SRO(s) with reasonable opportunities to address students,**

teachers, school administrators, and parents about SRO program goals and objectives. The time, place and manner of the opportunities are in CPS's sole discretion.

16. **CPS administrators shall seek input from the SRO(s) regarding criminal justice problems relating to students and site security issues for CPS.**

17. **Clinton Public Schools shall notify the SRO(s) of the specific individuals who are not allowed on school property..**

Attachment B
School Resource Officers and School Discipline

The purpose of this Memorandum of Understanding (MOU) is to establish a collaborative agreement on school security and school discipline to guide and define the relationship between Clinton Public Schools (the "District") and the City of Clinton ("Clinton") (collectively referred to as "the Parties") in the use of School Resource Officers ("SRO" or "SROs". The Parties acknowledge that law enforcement plays an essential role in maintaining safety in the community and in the District. However, the use of arrests and referrals to the criminal justice system for minor or typical school behaviors can adversely affect students and erode confidence in and respect for both the school administration and law enforcement. The parties have developed this guidance to ensure a consistent approach to law enforcement and school discipline that emphasizes cooperation in the handling of school-based student misbehavior. Emphasis is placed on handling incidents uniformly while ensuring that each case is addressed on an individualized basis. The manner in which each incident is handled is dependent upon many factors unique to each child. This includes, but is not limited to, behavioral history, present circumstances, disciplinary record, academic record, general demeanor and disposition toward others, disability, special education status, and other factors. Accordingly, the parties concur that students involved in the same incident or similar incidents may receive different and varying responses depending on the factors and needs of each student.

To address these issues and ensure that all students have access to a safe and productive learning environment, the Parties agree that cooperation is essential. Among other benefits, committed cooperation can enhance appropriate responses and use of resources, when responding to school-based misbehavior. For purposes of this MOU, student misbehavior is considered to be breaches of the Code of Student Conduct, disruptions, and other minor infractions or omissions by a student that occurs on school grounds, school transportation or during a school sponsored or related event.

Responding to Student Misbehavior

In the event a student misbehaves, the school principal and their designees will be the primary source of intervention and disciplinary consequences. SROs are responsible for criminal law issues-not school discipline issues. The Code of Student Conduct provides detailed information on consequences and interventions and shall guide the response to particular types of misbehavior. In addition, school officials should make reasonable efforts, where applicable, to connect students to school or community-based support services, such as counseling, mentoring, or extra-curricular activities.

Many types of minor student misbehavior may technically meet the statutory requirements for non-violent misdemeanors (e.g. theft, vandalism, disorderly conduct, loitering, incidents relating to alcohol, threats, harassment, etc.), but may be handled outside of the criminal justice system. Absent a real and immediate threat to students, teachers, or public safety, incidents involving public order offenses such as those above and including disturbance/disruption of school or public assembly; trespass; loitering; profanity; and fighting that does not involve physical injury or a weapon, may be considered school discipline issues to be handled by school officials, rather than criminal law issues warranting formal law enforcement intervention (e.g., issuance of a criminal citation, ticket, or summons, filing of a delinquency petition, referral to a probation officer, or actual arrest) as may be appropriate on a case-by-case basis. Behavior that rises to the level of a felony offense is not included within this category.

All individuals involved in school discipline decisions shall consider the surrounding circumstances including the age, history, disability or special education status, and other factors that may have influenced the behavior of the student, the degree of harm caused and the student's genuine willingness to repair the harm and accept responsibility for the student's action.

SROs will avoid arresting students at school, where possible, unless the child poses a real and immediate threat to student, teacher, or public safety, or a judicial warrant specifically directs the arrest of the student in a school. School principals shall be consulted prior to an arrest of a student where practicable, and the student's parent or guardian shall be notified of a child's arrest as soon as practicable.

Further Incidents

Repeated incidents of non-violent misdemeanors shall result in graduated levels of school-based interventions and consequences by the administrators on campus, according to the Code of Student Conduct, and referral to law enforcement for certain incidents.

Student Rights

Absent a real and immediate threat to student, teacher, or public safety, an SRO may conduct or participate in a search of a student's person, possessions, or locker only where there is probable cause to believe that the search will reveal evidence that the student has committed or is committing a criminal offense.

- The SRO shall inform school administrators prior to conducting a probable cause search where practicable.
- The SRO shall not ask school officials to search a student's person, possessions, or locker in an effort to circumvent these protections.

A school official may conduct a search of a student's person, possessions, or locker only where there is reasonable suspicion to believe that the search will reveal evidence that the student has violated or is violating either the law or the rules of the school, and the search is justified in scope given such suspicion.

- Absent a real and immediate threat to students, teachers, or public safety, a school official shall not ask an SRO to be present or participate in such a search.

Absent a real and immediate threat to students, teachers, or public safety, an SRO may question or participate in the questioning of a student about conduct that could expose the child to court-involvement or arrest only after informing the child of Miranda rights and only in the presence of the child's parent or guardian.

Accountability

The school district shall maintain annual publicly available data, in compliance with the Oklahoma Open Records Act, without disclosing personally identifiable information, documenting the following:

- Number of incidents resulting in a juvenile arrest for conduct on school grounds or at a school-sponsored event, broken down by school; offense; arrestee's age, grade level, race, sex, and disability status; and disposition/result;
- Number of incidents resulting in other forms of law enforcement intervention -- - including searches and seizures by SROs; questioning by SROs; issuance of a criminal citation, ticket or summons; filing of a delinquency petition and referral to a probation officer-for juvenile conduct on school grounds or at a school-sponsored event, broken down by school; offense or reason; type of law enforcement intervention; juvenile's age, grade level, race, sex, and disability status; and disposition/result;
- Number of suspensions or other disciplinary consequences imposed on students, broken down by school; offense/infraction; student's age, grade level, race, sex, and disability status; and disciplinary consequence imposed;
- Policies, and protocols governing the SRO program;
- . Number of SROs deployed to each school; and
- Training materials for SROs.

It is the policy of the Clinton Police Department to investigate all complaints against it, or of alleged SRO misconduct, to equitably determine whether the allegations are valid or invalid and take appropriate action. Any student, parent, teacher, and principal or other school administrator may submit a complaint, orally or in writing, of abuses or misconduct by SROs to the Clinton Police Department.

- Parents shall be permitted to submit a complaint in their native language.
- The complaint system must be confidential and protect the identity of the complainant from the SRO to the extent consistent with the SRO's due process rights.
- Complaints shall be investigated and resolved, and complainants shall be furnished with a written explanation of the investigation and resolution.

Every student, parent, and guardian in the school system shall be informed of the complaint procedure through the District's customary means of communicating information to students and parents.

School Mission and SRO Role

As emphasized above, the involvement of SROs is to improve school safety and the educational climate at the school, not to enforce school discipline or punish students. Accordingly, building-level school administrators should be consulted when a SRO is deployed to the school.

The SRO shall meet with building-level school administrators, teachers, parents, and student representatives at least annually to discuss issues of school safety. Similarly, the SRO shall be integrated into the school community through participation in faculty and student meetings and assemblies as appropriate and through participation in relevant school training.

The SRO Supervisor shall maintain activity reports and submit monthly summaries of these reports to district-level school administrators, and the relevant law enforcement agency. The monthly summaries shall include, for each SRO, the numbers and descriptions of all incidents or calls for service; names of school officials involved (referring teachers, principals, etc.); student searches; student questioning; tickets, citations, or summonses; filing of delinquency petitions; referrals to a probation officer; actual arrests; and other referrals to the juvenile justice system.

Absent a real and immediate threat to students, teachers, or school safety, and absent the situations described above where formal law enforcement intervention is deemed appropriate by the SRO, building-level school administrators shall have final authority in the building over matters of school discipline.

Discretion of Law Enforcement

Nothing in this MOU is intended to limit the discretion of law enforcement. Officers responding to an incident or consulting with school officials are encouraged to use their discretion in determining the best course of action, especially when using alternatives to

arrest. While the option to use the criminal justice system is available for many incidents, the totality of the circumstances should be taken into consideration and any less punitive alternatives that ensure the safety of the school community should be considered.

Professional Development

Every SRO shall receive at least 40 hours of pre-service training and 8 hours of annual in-service training on some or all of the following topics:

- Basic SRO within one year
- Child and adolescent development and psychology;
- Positive behavioral interventions and supports (PSIS), conflict resolution, peer mediation, or other restorative justice techniques;
- Children with disabilities or other special needs; and
- Cultural Competency.

These guidelines shall be reviewed at least annually to ensure that they remain timely, effective, and fully correlated to an educational environment that is secure while tolerant of students' learning and testing of school and community expectations and boundaries.

Robert Johnston

From: Julie Caldwell
Sent: Monday, August 11, 2025 10:19 AM
To: Robert Johnston
Cc: Amy Jones
Subject: Street Closures

Mr. Johnston,
I am needing to request street closures on September 13 from 6:30 a.m.-3:00 p.m. from 5th street to 9th Street for the Route 66 Festival.
I am also needing them closed on December 2 from 6:00-8:00 p for the Festival of Lights Parade.
October 30, we need streets closed from 5:30p-8:30p for Trunk or Treat.
I have sent parade forms to the Chief of Police for approval and I am requesting these from you and the City Council.
Thank you,

Julie Caldwell, IOM
President
Clinton Chamber of Commerce

Festival of Lights

Clinton
Hub City of Western Oklahoma

CITY OF CLINTON
PARADE PERMIT APPLICATION

A PERSON DESIRING A PARADE PERMIT SHALL FILE AN APPLICATION WITH THE CHIEF OF POLICE ON FORMS PROVIDED BY SUCH OFFICER. SUCH APPLICATION SHALL BE FILED NOT LESS THAN SEVEN (7) DAYS NOR MORE THAN TEN (10) DAYS BEFORE THE DATE ON WHICH IT IS PROPOSED TO CONDUCT PARADE.

THE CHIEF OF POLICE, WHERE GOOD CAUSE IS SHOWN THEREFORE, SHALL HAVE THE AUTHORITY TO CONSIDER ANY APPLICATION HEREUNDER WHICH IS FILED LESS THAN SEVEN (7) OR MORE THAN TEN (10) DAYS BEFORE THE DATE SUCH PARADE IS PROPOSED TO BE CONDUCTED.

1.) NAME Julie Caldwell
ADDRESS 101 S 4th
TELEPHONE NUMBER 323-2222

2.) ORGANIZATION, OR BEHALF OF
Clinton Chamber

3.) PARADE CHAIRMAN
NAME Julie Caldwell
ADDRESS
TELEPHONE NUMBER

4.) DATE OF PARADE Dec 2, 2025
START TIME OF PARADE 6:00P END TIME OF PARADE 7:00p

5.) ROUTE OF TRAVEL Frisco Avenue
START POINT 10th END POINT 5th

6.) APPROXIMATE NUMBER OF PERSONS, ANIMALS AND VEHICLES WHICH CONSTITUTE SUCH PARADE 50
DESCRIPTION OF ANIMALS
DESCRIPTION OF VEHICLE Cars, buses, floats

7.) PORTION OF THE WIDTH OF THE STREETS PURPOSED TO BE TRAVEL
All

8.) ASSEMBLY LOCATION FOR SUCH PARADE Methodist Church

9.) THE TIME UNITS OF THE PARADE WILL BEGIN TO ASSEMBLE 5:30 AM/PM

10.) THE INTERVAL OF SPACE TO BE MAINTAINED BETWEEN UNITS OF SUCH PARADE 10 FT.

11.) IF THE PARADE IS DESIGNED TO BE HELD BY, AND ON BEHALF OF OR FOR, ANY PERSON OTHER THAN THE APPLICANT, THE APPLICANT FOR SUCH PERMIT SHALL FILE WITH THE CHIEF OF POLICE AND COMMUNICATION IN WRITING FROM THE PERON PROPOSING TO HOLD THE PARADE, AUTHORIZING THE APPLICANT TO APPLY FOR THE PERMIT ON HIS BEHALF.

12.) ANY ADDITIONAL INFORMATION WHICH THE CHIEF OF POLICE SHALL FIND REASONABLY NECESSARY TO A FAIR DETERMINATION AS TO WHETHER A PERMIT SHOULD BE ISSUED.(1991 CODE § 21-244)

Clinton
Hub City of Western Oklahoma

CITY OF CLINTON
PERMIT FOR PARADE

NAME/ORGANIZATION ISSUED TO: Clinton Chamber of Commerce
DATE AND TIME OF PARADE: 12/02/25 1800 hrs - 1900 hrs
LOCATION OF PARADE: Frisco Avenue, from South 10th Street to South 5th Street

APPROVED:

Luis De La Torre DATE 08/11/25
LUIS DE LA TORRE
CHIEF OF POLICE
CLINTON, OK

Clinton
Hub City of Western Oklahoma

Trunk or Treat

CITY OF CLINTON
PARADE PERMIT APPLICATION

A PERSON DESIRING A PARADE PERMIT SHALL FILE AN APPLICATION WITH THE CHIEF OF POLICE ON FORMS PROVIDED BY SUCH OFFICER. SUCH APPLICATION SHALL BE FILED NOT LESS THAN SEVEN (7) DAYS NOR MORE THAN TEN (10) DAYS BEFORE THE DATE ON WHICH IT IS PROPOSED TO CONDUCT PARADE.

THE CHIEF OF POLICE, WHERE GOOD CAUSE IS SHOWN THEREFORE, SHALL HAVE THE AUTHORITY TO CONSIDER ANY APPLICATION HEREUNDER WHICH IS FILED LESS THAN SEVEN (7) OR MORE THAN TEN (10) DAYS BEFORE THE DATE SUCH PARADE IS PROPOSED TO BE CONDUCTED.

1.) NAME Julie Caldwell
ADDRESS 101 S 4th
TELEPHONE NUMBER 323-2222

2.) ORGANIZATION, OR BEHALF OF
Clinton Chamber

3.) PARADE CHAIRMAN
NAME Julie Caldwell
ADDRESS
TELEPHONE NUMBER

4.) DATE OF PARADE 10/30/2025
START TIME OF PARADE 6:00p END TIME OF PARADE 8:30p

5.) ROUTE OF TRAVEL 10th to 5th St
START POINT END POINT

6.) APPROXIMATE NUMBER OF PERSONS, ANIMALS AND VEHICLES WHICH CONSTITUTE SUCH PARADE
DESCRIPTION OF ANIMALS
DESCRIPTION OF VEHICLE Trunks for trunk or treat

7.) PORTION OF THE WIDTH OF THE STREETS PURPOSED TO BE TRAVEL
All

8.) ASSEMBLY LOCATION FOR SUCH PARADE Clinton Library

9.) THE TIME UNITS OF THE PARADE WILL BEGIN TO ASSEMBLE 6:00 AM/PM

10.) THE INTERVAL OF SPACE TO BE MAINTAINED BETWEEN UNITS OF SUCH PARADE N/A FT.

11.) IF THE PARADE IS DESIGNED TO BE HELD BY, AND ON BEHALF OF OR FOR, ANY PERSON OTHER THAN THE APPLICANT, THE APPLICANT FOR SUCH PERMIT SHALL FILE WITH THE CHIEF OF POLICE AND COMMUNICATION IN WRITING FROM THE PERON PROPOSING TO HOLD THE PARADE, AUTHORIZING THE APPLICANT TO APPLY FOR THE PERMIT ON HIS BEHALF.

12.) ANY ADDITIONAL INFORMATION WHICH THE CHIEF OF POLICE SHALL FIND REASONABLY NECESSARY TO A FAIR DETERMINATION AS TO WHETHER A PERMIT SHOULD BE ISSUED.(1991 CODE § 21-244)

Clinton
Hub City of Western Oklahoma

CITY OF CLINTON
PERMIT FOR PARADE

NAME/ORGANIZATION ISSUED TO: Clinton Chamber of Commerce
DATE AND TIME OF PARADE: 10/30/25 1800 hrs - 2030 hrs
LOCATION OF PARADE: Frisco Avenue, from South 10th Street to South 5th Street.

APPROVED:

Luis De La Torre DATE 08/11/25
LUIS DE LA TORRE
CHIEF OF POLICE
CLINTON, OK