(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, JUNE 21, 2022 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Source listing: 06/21/22 Meetings
Original source: https://agendas.clintonok.gov/archive/2022/062122/launch.html
Original authority agenda: https://agendas.clintonok.gov/archive/2022/062122/AA062122.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2022/062122/IA062122.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2022/062122/RM062122.htm

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

    A. Ryan Driscoll, Church of Christ, Prayer
    Don Miller, Post Commander, American Legion, Post 41

2. CONSIDER APPROVAL OF CONSENT AGENDA

    A. Minutes of the June 7, 2022, Regular Meeting

    B. Minutes of the Economic Development Authority 05/03/22 Regular Meeting

    C. Action Associates FYE23 Funding Request

3. DISCUSSION, CONSIDERATION, AND POSSIBLE ACTION REGARDING

    A. Presentation by Dobson Technologies Inc. Representative(s) Regarding Its Clinton “Fiber To The Home (FTTH)” Plan;

    B. Ordinance No. 1019 - Granting a Non-exclusive Permit to Dobson Technologies, Inc. for the Construction and Operation of a Cable System

    C. Emergency Provision of Ordinance No. 1019;

    D. Resolution No. 939 – Approving the FYE 23 General Fund Budget and Budgets of the Clinton Public Works Authority, Clinton Economic Development Authority, Clinton Hospital Authority, Clinton Recreational Authority, Clinton Airport Authority, Clinton…

    Resolution No. 939 – Approving the FYE 23 General Fund Budget and Budgets of the Clinton Public Works Authority, Clinton Economic Development Authority, Clinton Hospital Authority, Clinton Recreational Authority, Clinton Airport Authority, Clinton Industrial Authority, and Clinton Solid Waste Authority;

E. Resolution No. 940 – Declaring Certain Clinton Economic Development Authority (CEDA) Assets to be Surplus Property and Authorizing the Disposal of Same;

F. Acceptance of Bid for Asbestos Abatement of the Former Glancy Motel and Pop Hicks Restaurant Structures

G. Appointment to Board and Commissions.

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

5. COUNCIL COMMENTS

6. CITY MANAGER'S COMMENTS

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

8. ADJOURN

Filed this 17 th Day of June, 2022. Posted on the bulletin board in the lobby of the Clinton City Hall on June 17, 2022 at 5:00 p.m.

_____

Not recorded

MINUTES OF THE CLINTON CITY COUNCIL REGULAR MEETING
JUNE 7, 2022

Minutes of the 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, June 7, 2022, 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 June 3, 2022, at 4:30 P.M.

Mayor David Berrong called the meeting to order at 5:45 p.m.

MAYOR: David Berrong
COUNCILMEN: Patch McComas, Ernie Dowdell, Arthur Lloyd, Ernesto Villanueva
MANAGER: Robert Johnston
CITY TREASURER: Debra Blanchard
CITY ATTORNEY: Ryan Meacham
CITY CLERK: Amy Jones
NEWS MEDIA: Nydia Campbell, Mike Smith
OTHERS: Gene McCullough, Paul Rinkel, Bobby Stewart, Samantha Aispuro, Dan Day, and others.

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

AGENDA ITEM NO. 2: CONSENT AGENDA

A. Minutes of the March 15, 2022, Regular Meeting
B. Consider Claims
C. Acknowledge Receipt of Financial Reports 4/30/2022
D. Summer Playground Agreement
E. Budget Amendments/Line Item Transfer

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

Mayor put the motion to a roll call vote:

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

Mayor declared the motion carried.

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

A. Public Hearing – FYE 23 Budgets

Mayor Berrong called the public hearing regarding the FYE 23 Budgets to order at 5:47 p.m.

City Manager Johnston commented that these budgets are being developed by staff in conscious recognition of the significant opportunity the Gary Freeway Extension/Exit 65 Project presents to our community and the local cash commitment of approx. $6.6 million dollars to be paid to complete this project. This impacts the various budget funds as some capital improvements and other expenses will need to be deferred until this financial obligation is satisfied.

A balanced budgetary approach has been utilized to meet this cash commitment without losing sight of the City's ongoing service delivery responsibilities to meet the needs of our fellow citizens. As part of the statutory budget process, the near final proposed budget information was published in the local newspaper and this Public Hearing Notice was posted on the City Hall bulletin board. Public input is welcomed as we move forward to final recommended budgets to be approved at the June 21 meetings.

Mayor Berrong asked again if anyone in the audience would participate in the Public Hearing and would like to make a comment. No one present responded.

The public hearing ended at 5:56 and the regular meeting proceeded.

B. Reappointment of Canda Dupree to Serve a three-Year Term as a Trustee of the Clinton Economic Development Authority.

City Manager Johnston stated that Trustee Canda Dupree's was up for reappointment to the Economic Development Authority. If the Council desires to reappoint Trustee Dupree she will be reappointed for an additional 3-year term. Mayor Berrong stated that he had visited with Trustee Dupree; she is willing to serve a second and final consecutive term.

The motion was made by Councilman McComas and seconded by Councilman Lloyd to approve the reappointment of Canda Dupree to serve a three-year term as a Trustee of the Clinton Economic Development Authority.

Mayor put the motion to a roll call vote:

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

Mayor declared the motion carried

C. Pursuant to Section 5-1-9(D)1 of the *Clinton City Code* Finding that a Nuisance Does or Does Not Exist at 120 S. 11th Street, Potentially Directing Abatement within a Specified Time and Authorizing Summary Abatement if the Specified Deadline is Not Met;

The Council reviewed the status of the 120 S. 11th Street and held discussion pursuant to Section 5-1-9(D)1 of the *Clinton City Code* finding that a nuisance does or does not exist at 120 S. 11th street, potentially directing abatement within a specified time and authorizing summary abatement if the specified deadline is not met. Council members who had driven by say that it appears to be substantially cleaned up.

The motion was made by Councilman Dowdell and seconded by Councilman McComas to find that a nuisance does not presently exist at 120 S. 11th Street.

Mayor put the motion to a roll call vote:

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

Mayor declared the motion carried.

AGENDA ITEM NO. 4 NEW BUSINESS (If any, pursuant to Section 311.9 of the Oklahoma Open Meeting Act.)
None

AGENDA ITEM NO. 5 COUNCIL COMMENTS
None

AGENDA ITEM NO. 6 CITY MANAGER'S COMMENTS

City Manager Johnston reported on several items: bids for asbestos abatement for the Glancy Motel property are due June 21st and hopefully we will be moving forward with abatement and then demolition this summer. The new logo on the basketball court will be completed soon so that the MODA grant can be closed out by June 30. The universal access grant for McClain Rogers Park is moving along and this grant was for the assessment only. The grant for the new Capital Improvement Plan (CIP) is moving forward as we are anticipating a meeting soon with Clyde Morgan of SWODA and the Planning and Zoning Board. Some grant opportunities have been identified that would provide art activities at the VA Center. In addition, meetings have been held regarding a grant application to the Oklahoma Arts Council for which would fund ten free, family-friendly concerts per year for 3 years in the McClain Rogers Amphitheatre. This grant is a multi-step application which Jamie Phipps is working with a grant person on.

AGENDA ITEM NO. 7: AUDIENCE PARTICIPATION (According to Audience participation Decorum Guidelines at Clinton City Council Public Meeting s

effective:2/14/2017)

None

AGENDA ITEM NO. 8: ADJOURNMENT

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

Mayor put the motion to a roll call vote:

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

Mayor declared the meeting adjourned at 6:10 P.M.

_____
Date Approved

_____
David D. Berrong, Mayor

REGULAR MEETING
CLINTON ECONOMIC DEVELOPMENT AUTHORITY
MAY 3, 2022

Minutes of the regular meeting of the Trustees of the Clinton Economic Development Authority of the City of Clinton, Oklahoma, Custer County, held in City Hall on Tuesday, May 3, 2022 at 4:30 p.m. A notice of this meeting with agenda was posted on the bulletin board in the lobby of Clinton City Hall on April 29, 2022 at 4:30 p.m.

TRUSTEES: Ken Baker, Keith Ventris (absent), Canda Dupree, Russ Meacham, Max McKinsey
EX OFFICIO: David Berrong
ED DIRECTOR: Roland Mower
CITY MANAGER: Robert Johnston
CITY ATTORNEY: Ryan Meacham
AUTHORITY TREASURER: Debra Blanchard
CITY CLERK: Amy Jones
NEWS MEDIA: Rod Serfoss
OTHERS:

AGENDA ITEMS

1. CALL TO ORDER

Chairman Ken Baker called the meeting to order at 4:31 p.m.

2. CONSENT AGENDA

A. Minutes from the Special Meeting April 12, 2022 and April 14, 2022 Regular Meeting
B. Consider Claims
C. Acknowledge Receipt of 5/03/2022 Financial Reports

Motion was made by Trustee Max McKinsey and seconded by Trustee Canda Dupree that the Consent Agenda Items be approved.

Chairman put the motion to a roll call vote:
Aye: Dupree, McKinsey, Baker
Nay: None

Chairman declared the motion carried.

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

A. Request for Executive Session, Pursuant to Section 307 (B) 4 of the Oklahoma Open Meeting Act.) for the Purpose of Confidential Communications Between the Authority and its Counsel Concerning a Pending Investigation, Claim or Action Regarding the Glancy Motel Property and the Pop Hicks Property.

Motion was made by Trustee Russ Meacham and seconded by Trustee Max McKinsey to go into Executive Session at 4:32 p.m., Pursuant to Section 307 (B) 4 of the Oklahoma Open Meeting Act for the Purpose of Confidential Communications Between the Authority and its Counsel Concerning a

Pending Investigation, Claim or Action Regarding the Glancy Motel Property and the Pop Hicks Property. and invite Mayor Berrong, City Manager Johnston, City Treasurer Debra Blanchard, City Clerk Amy Jones to join.

Chairman put the motion to a roll call vote:
Aye: Meacham, Dupree, McKinsey, Baker
Nay: None
Chairman declared the motion carried

B. Reconvene from Executive Session

Motion was made by Trustee Russ Meacham and seconded by Trustee Max McKinsey to reconvene from Executive Session to the regular meeting of the Clinton Economic Development Authority at 4:44 P.M.

Chairman put the motion to a roll call vote:
Aye: Dupree, McKinsey, Meacham, Baker
Nay: None
Chairman declared the motion carried

C. Any Action(s) Arising Out of the Executive Session

Trustee Russ Meacham stated that no action was taken during the Executive Session.

Chairman put the motion to a roll call vote:
Aye: Dupree, McKinsey, Baker
Nay: None

Chairman declared the motion carried

D. Tax Incentive Application – Sutherlands

The tax incentive application for Sutherlands was presented for review and approval. Economic Development Director Roland Mower presented the application to the Trustees. The application was reviewed by the Trustees.

The motion was made by Trustee McKinsey and seconded by Trustee Dupree to approve the application as presented.

Chairman put the motion to a roll call vote:
Aye: Dupree, McKinsey, Baker
Nay: None

Chairman declared the motion carried

4. NEW BUSINESS (If any, pursuant to section 311.9 of the Oklahoma Open Meeting Act.)
None

5. TRUSTEES' COMMENTS
None

6. DIRECTOR'S COMMENTS

Roland Mower Economic Development Director reported that he is working with the new software and scheduling training for the new software for Thursday, May 5, 2021. He continually reported that the private fundraising is still underway.

ADJOURN

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

Chairman put the motion to a roll call vote:
Aye: McKinsey, Dupree, Baker
Nay: None

Chairman declared the motion carried and the meeting adjourned at 4:52 p.m.

_____
Date Approved

_____
Ken Baker, Chairman

A.C.T.I.O.N. Associates, Inc.,
Crisis Hotline 580 323.2604
Haley Hester, Executive Director
Office phone: 580.323.8700
Fax: 580.323.4364
Email: action-clinton@omegaiw.net
P.O. Box 1534, 10651 US HWY 183
Clinton, Oklahoma 73601
Serving an 8 county area in Western Oklahoma
Clinton & Elk City United Fund Agency



June 13th, 2022

Dear City of Clinton:

Our office in Clinton continues to be a heavy work load. We have had a dramatic increase of children in the shelter this past year. We do individual advocacy with adults and children, as well as support groups for adults and children. We continue to transport clients if needed and assist the Clinton Police Department with victims. We do court advocacy with clients when needed. We have a high volume of Crisis Calls also. Between those that come in for intakes, advocacy, support groups, and crisis calls, we see and help countless men, women, and children a year. We have a large Children's Services Program where we deal with children who come from homes of Domestic Violence and/or who have suffered some type of sexual abuse. We have had a 30% cut to our VOCA grant this year that was the salary for an advocate. We expect to see that grant decline for the next couple of years.

We also have two (3) Batterer's Intervention Programs two in Clinton, and one in Elk City that meets weekly for 52 weeks.

Without the City of Clinton, we could not provide the assistance needed by so many in the Clinton community. Thank you all so much.

Sincerely,

Haley Hester

Haley Hester, BA
Executive Director

Action Associates	2018	2019	2020	2021
Total Served	227	147	153	174
Clinton-Local	51	57	68	74
Crisis Calls	228	318	322	327
Face to face crisis	26	34	25	28

Near Final Draft Ordinance

1019

ORDINANCE NO. ~~1010~~

AN ORDINANCE OF THE CITY CLINTON, OKLAHOMA GRANTING A NON-EXCLUSIVE PERMIT TO DOBSON TECHNOLOGIES, INC. FOR THE CONSTRUCTION AND OPERATION OF A CABLE SYSTEM.

WHEREAS, the City's role as manager of public rights-of-way and easements and as a regulator of cable service requires it to maintain a fair and level playing field for all such service providers; and

WHEREAS, City and Dobson have determined that it is in the best interest of all parties, including the citizens of City, that Dobson be granted the right to construct and operate a cable system to provide cable services within the City; and

WHEREAS, the City Council of Clinton has relied on Dobson's representations and has considered all information presented to it by Dobson, by City staff, and the public, and has determined that Dobson has the technical, legal and financial ability to construct and operate a cable system and to provide cable services; and

WHEREAS, based upon such representations, the City Council of Clinton has determined that it would be in the best interests of the City to grant Dobson a non-exclusive permit to construct, install, maintain and operate a cable system in the City, subject to the terms and conditions set forth herein and applicable federal, state, and municipal statutes, regulations and ordinances, is consistent with the public interest.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF CLINTON THAT THE FOLLOWING ORDINANCE BE ENACTED:

SECTION 1: Definition of Terms

For the purpose of this ordinance (the "Ordinance"), the following terms, phrases, words and abbreviations shall have the meanings ascribed to them below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number:

(A) "Affiliate" means an entity which owns or controls, is owned or controlled by, or is under common ownership or control with Dobson.

(B) "Basic Cable" means the tier of Cable Service regularly provided to all Subscribers that includes the retransmission of local broadcast television signals.

(C) "Cable Service" means (i) the one-way transmission to Subscribers of Video Programming or other programming service, and (ii) Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other programming service.

(D) "Cable System" means a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment or other equipment that is designed to provide Cable Service or other service to Subscribers. Dobson's cable system will be a fiber to the home/business network within the City utilizing the latest GPON/XGS PON infrastructure. Services available over the Cable System will include an Internet Protocol video service that includes ~~the channels and programs commonly offered in the video marketplace in the City, as well~~

~~as~~ an ~~integrated~~ over-the-top (OTT) marketplace providing consumers access to content from providers like Netflix, Amazon Prime, Hulu, HBO max, etc. In addition, the Cable System will be capable of delivering high speed, symmetrical, bi-directional Internet to residential customers ranging from ~~500~~ 80 Mbps to ~~2 Gbps and upwards of~~ 10 Gbps for business and residential customers.

(E) "City" means the City of Clinton, Oklahoma, a municipal corporation.

(F) "Dobson" means Dobson Technologies, Inc., or the lawful successor, transferee, or assignee thereof.

(G) "FCC" means Federal Communications Commission, or successor governmental entity thereto.

(H) "Permit" means the initial authorization, or renewal thereof, issued by the City, regardless of whether such authorization is designated as a franchise, permit, license, resolution, contract, certificate, or otherwise, which authorizes construction and operation of the Cable System for the purpose of offering Cable Service or other service to Subscribers.

(I) "Person" means an individual, partnership, association, joint stock company, trust corporation, or governmental entity.

(J) "Public Way" means the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, parkway, way, lane, public way, drive, circle, or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by City in the Service Area which shall entitle City and Dobson to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. "Public Way" also means any easement now or hereafter held by City within the Service Area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle City and Dobson to the use thereof for the purposes of installing or transmitting Dobson's Cable Service or other service over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System.

(K) "Service Area" means the present municipal boundaries of the City and all areas annexed into the City in the future.

(L) "Subscriber" means a user of the Cable System who lawfully receives Cable Service with Dobson's express permission.

(M) "Video Programming" means programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

SECTION 2: Grant of Permit

2.1 **Grant; Build-Out Requirements.** City hereby grants to Dobson a nonexclusive

Permit which authorizes Dobson to construct and operate a Cable System and offer Cable Service and other service in, along, among, upon, across, above, over, under, or in any manner connected with Public Ways within the Service Area and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in, on, over, under, upon, across, or along any Public Way and all extensions thereof and additions thereto, such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System. Nothing in this Permit shall be construed to prohibit Dobson from offering any service over its Cable System that is not prohibited by applicable law. Dobson shall build out the Cable System over a reasonable period of time, and provided that the City timely issues permits and other owners and users of critical infrastructure (such as utility poles) do not cause delay, not less than 50% build-out in two years and 90% build-out in three years to every residence (provided that there is a request for Cable Service from Dobson in such area and excluding any home subscribing to any satellite service) within the Service Area where there is a minimum density of at least thirty (30) residences per linear strand mile of cable as measured from Dobson's closest commercially reasonable tie-in point that is actively delivering Cable Service as of the date of such request for service. If such residence is located within one hundred twenty-five (125) feet of Dobson's feeder cable, the Cable Service will be provided at Dobson's published rate for standard installations. Cable Service offered to Subscribers pursuant to this Article shall be conditioned upon Dobson having legal access to any such Subscriber's dwelling unit or other units wherein such Cable Service is provided. Nothing herein shall be construed to limit Dobson's ability to offer or provide bulk rate discounts or promotions.

2.2 **Term.** The Permit granted pursuant to this Ordinance shall be for a term of fifteen (15) years from the passed and adopted date of the Permit unless otherwise lawfully terminated in accordance with the terms of this Ordinance.

2.3 **Acceptance.** Dobson shall accept the Permit granted pursuant hereto by signing this Ordinance and filing same with the City Clerk within sixty (60) days after the passage and final adoption of this Ordinance.

2.4 **Favored Nations.** In the event City subsequently enters into a Permit of any kind with any Person other than Dobson to enter into the Public Ways for the purpose of constructing or operating a Cable System or providing Cable Service or video service to any part of the Service Area, the material provisions thereof shall be reasonably comparable to those contained herein, in order that one operator not be granted an unfair competitive advantage over another, and to provide all parties equal protection under the law.

If another provider of Cable Services, video services or other television services utilizing any system or technology requiring use of the Public Way in the Service Area, is lawfully authorized by any governmental entity or otherwise exempt from obtaining a permit as provided for in this Ordinance in order to provide such services, City hereby agrees that, upon a request from Dobson, as a matter of law, Dobson's Permit will be modified within thirty (30) days of the granting of such authorization or exemption for the purpose of establishing the same terms and conditions as such person(s) on a competitively neutral basis. Except as specifically provided in this paragraph, neither City nor Dobson shall be permitted to take any unilateral action that materially changes the explicit mutual promises and covenants contained in this Permit, and any changes, modifications or amendments to this Permit must be made in writing, signed by City and Dobson.

2.5 **Change of Law.** In the event the federal, state or local law, rules or regulations are amended, modified or created that have the effect of modifying the terms and conditions of this Permit during the Term or any extension thereof, Dobson has the sole option to terminate this Permit upon ninety (90) days' notice to City. Nothing in this Permit shall impair the right of Dobson to terminate this Permit and, at Dobson's option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity (such as the State of Oklahoma). To the extent that Dobson obtains an authorization to operate a network and serve customers under applicable laws in lieu of this Permit, Dobson shall have the right to terminate this Permit upon 90 days prior written notice to City.

2.6 **Renewal of Permit.** Prior to the end of the Permit term, City and Dobson agree to enter into good faith negotiations regarding the renewal, modification, and/or extension of this Permit.

SECTION 3: Standards of Service

3.1 **Conditions of Street Occupancy.** All transmission and distribution structures, poles, other lines, and equipment installed or erected by Dobson pursuant to the terms hereof shall not cause interference with the proper use of Public Ways nor with the rights and reasonable convenience of property owners who own property that adjoins any of such Public Ways. Dobson shall comply with all right-of-way and easement management ordinances and/or regulations enacted by City, including such ordinances and/or regulations enacted after the effective date of this Permit. Dobson's Cable System shall not interfere with existing gas, electric, or telephone fixtures, water hydrants, water mains, or public sewer lines.

3.2 **Restoration of Public Ways.** If during the course of Dobson's construction, operation, or maintenance of the Cable System there occurs a disturbance of any Public Way by Dobson, it shall, at its expense, replace and restore such Public Way to a condition reasonably comparable to the condition of the Public Way existing immediately prior to such disturbance.

3.3 **Relocation at Request of Permitting Authority.** Upon its receipt of reasonable advance notice from the City, Dobson shall, at its own expense, protect, support, temporarily disconnect, relocate in the Public Way, or remove from the Public Way, any property of Dobson by reason of traffic conditions, public safety, street abandonment, freeway and street construction, change or establishment of street grade, installation of sewers, drains, gas or water pipes, or any other type of structures or improvements by; City; but, Dobson shall in all cases have the right of abandonment of its property. If public funds are available to any company using such street, easement, or right of way for the purpose of defraying the cost of any of the foregoing, such funds shall also be made available to Dobson.

3.4 **Relocation at Request of Third Party.** Dobson shall, on the request of any Person holding a building or other structure moving permit issued by City, temporarily raise or lower its wires to permit the moving of such building or other structure, provided: (a) the expense of such temporary raising or lowering of wires is paid by such Person, including, if required by Dobson, making such payment in advance; and (b) Dobson is given not fewer than ten (10) business days' advance written notice to arrange for such temporary wire changes.

3.5 **Trimming of Trees and Shrubbery.** Dobson shall have the authority to trim trees or other natural growth overhanging any of its Cable System in the Service Area so as to prevent branches from coming in contact with Dobson wires, cables, or other equipment. Dobson shall reasonably compensate City or property owner for any damages caused by such trimming.

3.6 **Safety Requirements.** Construction, installation, and maintenance of the Cable System shall be performed in an orderly and workmanlike manner. All such work shall be performed in substantial accordance with applicable FCC or other federal, state, and local regulations. The Cable System shall not unreasonably endanger or interfere with the safety of persons or property in the Service Area.

3.7 **Aerial and Underground Construction.** In those areas of the Service Area where all of the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services are underground, Dobson likewise shall construct, operate, and maintain all of its transmission and distribution facilities underground; provided that such facilities are actually capable of receiving Dobson's cable and other equipment without technical degradation of the Cable System's signal quality. In those areas of the Service Area where the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services are both aerial and underground, Dobson shall have the sole discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aerially or underground. Nothing contained in this paragraph shall require Dobson to construct, operate, and maintain underground any ground-mounted appurtenances such as subscriber taps, line extenders, system passive devices (splitters, directional couplers), amplifiers, power supplies, pedestals, or other related equipment. Notwithstanding anything to the contrary contained in this paragraph, in the event that all of the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services are placed underground after the effective date of this Ordinance, Dobson shall only be required to construct, operate, and maintain all of its transmission and distribution facilities underground if it is given reasonable notice and access to the public utilities' facilities at the time that such are placed underground.

3.8 **Subscriber Charges for Extensions of Service.** No Subscriber shall be refused service arbitrarily. However, if an area does not meet the density requirements of this Ordinance, Dobson shall only be required to extend the Cable System to Subscribers in that area if the Subscribers are willing to pay the capital costs of extending the Cable System. Dobson may require that such Subscribers pay the capital contribution for construction in advance. Subscribers also shall be responsible for any standard/non-standard installation charges to extend the Cable System from the tap to the residence.

3.9 **Pole Attachments.** Utility poles owned by City or an affiliated entity shall be available for use by Dobson. Dobson shall pay City the maximum cable services pole rental rate as determined by the rules of the FCC for the use of poles owned by City or its affiliate, but not to exceed the amount paid by any other Cable Service provider attaching to such poles pursuant to a current and effective pole agreement.

3.10 **Installation Map.** Dobson shall at all times maintain a complete working map showing the exact location of all equipment of the Cable System installed or in use in Public Ways, and such map shall be accessible at normal business hours to the City for all purposes.

SECTION 4: Maintenance and Repairs.

4.1 **Maintenance of System.** Dobson shall erect and maintain all parts of the Cable System in good condition throughout the entire franchise period.

4.2 **Interruption of Service.** Whenever it is necessary to shut-off or interrupt service for the purpose of making repairs, adjustments, or installations, Dobson shall use commercially reasonable efforts to do so during periods of minimum use of the Cable System by subscribers.

Unless such interruption is unforeseen and immediately necessary, Dobson shall give subscribers reasonable notice of any planned interruption of Cable Service. All costs incurred in repairing and correcting an interruption of Cable Service shall be borne by Dobson; provided, however, that nothing herein shall prevent Dobson from recovering the costs incurred from persons responsible for occurrences or acts which result in damage to the cable television system.

4.3 **Complaints.** Any Cable Service complaints from subscribers shall be investigated within twenty-four (24) hours of receipt of such complaint. Any Cable Service complaint shall be resolved within seventy-two (72) hours. Dobson shall keep a maintenance service log which will indicate the nature of each Cable Service complaint, the date and time it was received, the disposition of said complaint and the time and date thereof. This log shall be maintained for two (2) years and shall be made available for periodic inspection by City.

SECTION 5: Revelation by Permitting Authority

5.1 **Permit Fee.** During the term of this Permit, Dobson shall pay to City a fee equal to five percent (5%) of the gross revenues that Dobson and its affiliates collected from each subscriber to Dobson's Cable Services, and five percent (5%) of the portion of gross revenues from advertising which are defined below the fee ("Permit Fee"). The Permit Fee may be identified and passed through on any subscriber bill by Dobson, and all such fees collected will be forwarded to City quarterly and shall be due forty-five (45) days after the end of each calendar quarter.

(A) For purposes of this Permit, gross revenues are limited to the following:

(1) recurring charges for Cable Services;

(2) event-based charges for Cable Services, including but not limited to pay-per-view and video-on-demand charges;

(3) rental of set top boxes and other Cable Services equipment;

(4) service charges related to the provision of Cable Services, including, but not limited to, activation, installation, and repair;

(5) administrative charges related to the provision of Cable Services, including, but not limited to, service order and service termination charges; and

(6) amounts billed to Cable Services subscribers to recover the Permit Fee authorized by this section.

(B) For purposes of this Permit, gross revenues do not include:

(1) uncollectible fees, provided that all or part of uncollectible fees which is written off as bad debt but subsequently collected, less expenses of collection, shall be included in gross revenues in the period collected;

(2) late payment fees;

(3) revenues from contracts for in-home maintenance service unless

they relate solely to maintenance on equipment used only for the provisioning of Cable Services and not for the provisioning of any other service provided by Dobson or its affiliates;

(4) amounts billed to Cable Services subscribers to recover taxes, fees or surcharges imposed upon Cable Services subscribers in connection with the provision of Cable Services, other than the Permit Fee authorized by this section;

(5) revenue from the sale of capital assets or surplus equipment; or

(6) charges, other than those described in subsection (A), that are aggregated or bundled with amounts billed to Cable Services subscribers.

(C) Gross revenues which are subject to the Permit Fee paid by Dobson additionally include a pro rata portion of all revenue collected by Dobson pursuant to compensation arrangements for advertising (less any commissions Dobson receives from any third parties for advertising) and home-shopping sales derived from the operation of Dobson's Cable System within the Service Area. Advertising commissions paid to third parties (excluding any refunds, rebates, or discounts Dobson makes to advertisers) shall not be deducted from advertising revenue included in gross revenue. The allocation of advertising and home-shopping revenue referred to above shall be based on the number of subscribers in City divided by the total number of subscribers in relation to the relevant regional or national compensation arrangement.

(D) Bundling discounts shall be apportioned fairly among video and other services. Dobson shall not apportion revenue in such a manner as to avoid the Permit Fee.

(E) The Permit Fee shall not apply to Internet access or Internet-based telephone services offered by Dobson. If the FCC or any other federal or state governmental authority with jurisdiction to do so authorizes the collection of such a fee during the term of this Permit, then Dobson shall, upon reasonable notice of the imposition of such a fee by City that applies equally to all Internet access or Internet-based telephone service providers within the Service Area, commence remittance of a fee in the amount of not more than five percent (5%) of the gross revenues collected from the sale of such Internet access or Internet-based telephone services during the remaining term of this Permit; provided that City and Dobson agree to the specific amount in an amendment to this Ordinance/Permit. *This exclusion shall not apply to the payment of statutory "911"fees; such fees shall be collected and remitted by Dobson beginning the effective date of this Permit as required by applicable law.*

(F) In the event that any other video services provider, including but not limited to a cable operator or open video service provider, enters into any agreement or makes any arrangement with City during the term of this Permit whereby it is required or allowed to pay a fee to City that is similar to the Permit Fee described herein, this Permit shall be amended to allow Dobson to substitute the definition of "gross revenue" set forth in that agreement or arrangement for the definition of "gross revenue" set forth in this Permit immediately upon request of Dobson.

Dobson and City agree that the Permit Fee shall be in lieu of all other concessions, charges, excises, franchise, license, privilege, permit fees, taxes, or assessments except sales taxes, personal or real property taxes, and act valorem taxes.

5.2 **Rates and Charges.** City may not regulate the rates for the provision of Cable Service or other service, including, but not limited to, ancillary charges relating thereto, except as expressly provided herein and except as may be authorized pursuant to federal and state law. From time to time, and at any time, Dobson has the right to modify its rates and charges, at its discretion and without consent of City, including, but not limited to, the implementation of additional charges and rates; provided, however, that Dobson shall give notice to City of any such modifications or additional charges thirty (30) days prior to the effective date thereof.

5.3 **Conditions of Sale.** Except to the extent expressly required by federal or state law, if a renewal or extension of the Permit is denied or the Permit is lawfully terminated, and City either lawfully acquires ownership of the Cable System or by its actions lawfully effects a transfer of ownership of the Cable System to another party, any such acquisition or transfer shall be at a fair market value, determined on the basis of the Cable System valued as a going concern.

Dobson and City agree that in the case of a lawful revocation of the Permit, at Dobson's request, which shall be made in its sole discretion, Dobson shall be given a reasonable opportunity to effectuate a transfer of its Cable System to a qualified third party. City further agrees that during such a period of time, it shall authorize Dobson to continue to operate pursuant to the terms of its prior Permit; however, in no event shall such authorization exceed a period of time greater than six (6) months from the effective date of such revocation. If, at the end of that time, Dobson is unsuccessful in procuring a qualified transferee or assignee of its Cable System which is reasonably acceptable to City, Dobson and City may avail themselves of any rights they may have pursuant to federal or state law; it being further agreed that City's continued operation of its Cable System during the six (6)-month period shall not be deemed to be a waiver, nor an extinguishment of; any rights of either City or Dobson. Notwithstanding anything to the contrary set forth in this paragraph, neither City nor Dobson shall be required to violate federal or state law.

5.4 **Transfer of Permit.** All of the rights and privileges and all of the obligations, duties and liabilities created by this Permit shall pass to and be binding upon the successors of City and the successors and assigns of Dobson and the same shall not be assigned or transferred without the written approval of the City Council, which approval shall not be unreasonably withheld, conditioned or delayed; provided, however, that this Section shall not prevent the assignment or hypothecation of the Permit by Dobson as security for debt without such approval; and provided further that transfers or assignments of this Permit between any parent and subsidiary corporation or between entities of which at least fifty percent (50%) of the beneficial ownership is held by the same person, persons, or entities which are controlled or managed by the same person, persons, or entities, shall be permitted without the prior approval of City ("intracompany transfers"). Dobson shall notify City in writing within thirty (30) days of the closing of such intracompany transfer.

SECTION 6: Compliance and Monitoring

6.1 **Book and Records.** Dobson agrees that City may review such of Dobson's books and records, during normal business hours and on a nondisruptive basis, as are reasonably necessary to monitor compliance with the financial terms hereof. Such records include, but are not limited to, any public records required to be kept by Dobson pursuant to the rules and regulations of the FCC. Notwithstanding anything to the contrary set forth herein, Dobson shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. City

agrees to treat any information disclosed to it by Dobson as confidential, to the extent not prohibited by law, and to disclose it only to employees, representatives, and agents of City that have a need to know, or in order to enforce the provisions hereof.

SECTION 7: Insurance. indemnification. and Bonds or Other Surety

7.1 **Insurance Requirements.** Dobson shall maintain in full force and effect during the term of the Permit, at its own cost and expense, Comprehensive General Liability Insurance in the amount of at least $1,000,000. Such insurance shall designate City as an additional insured to the liability limits imposed by the Oklahoma Governmental Tort Claims Act, 51 O.S. §151, *et seq.*

7.2 **Indemnification.** Dobson agrees to indemnify, save and hold harmless, and defend City, its officers, boards and employees, from and against any liability for damages and for any liability or claims, in each case resulting from property damage or bodily injury (including accidental death) which arise out of Dobson's construction, operation or maintenance of its Cable System, including, but not limited to, reasonable attorneys' fees and costs.

7.3 **Bonds and other Surety.** Except as expressly provided herein, Dobson shall not be required to obtain or maintain bonds or other surety as a condition of being awarded the Permit or continuing its existence. Dobson and City recognize that the costs associated with bonds and other surety may ultimately be borne by the Subscribers in the form of increased rates for Cable Service or other service. In order to minimize such costs, City agrees to require bonds and other surety only in such amounts and during such times as there is a reasonably demonstrated need therefor. City agrees that in no event, however, shall it require a bond or other related surety in an aggregate amount greater than $100,000 conditioned upon the substantial performance of the material terms, covenants, and conditions of the Permit. Initially, no bond or other surety shall be required. In the event that one is required in the future, City agrees to give Dobson at least sixty (60) days' prior written notice thereof stating the exact reason for the requirement. Such reason must demonstrate a change in Dobson's legal, financial, or technical qualifications which would materially prohibit or impair its ability to comply with the terms of the Permit or afford compliance therewith.

SECTION 8: Internet Access Service for Public Buildings; Emergency Alert

8.1 **Internet Access for Public Buildings.** In lieu of any public, educational or governmental video channels (PEG channels), during the term of this Permit, Dobson shall provide to City, at no charge, its fiber-based, bi-directional, symmetrical Internet service with speeds of up to 1 Gbps x 1 Gbps upload to ~~three~~ two (~~3~~2) municipal public building locations, located within the Dobson targeted build areas that have been shared by Dobson with the City, designated by the City in writing to Dobson (the "Public Building Service"). Installation costs and equipment charges relating to the Public Building Service shall be paid by Dobson up to a maximum of $~~2~~15,000. The Public Building Service shall be used solely for Internet access and not for any business or commercial use, any emergency system use, or any mission critical use. Accordingly, while Dobson shall use commercially reasonable efforts to ensure that the Public Building Service is available 24 hours per day, 7 days per week, consistent with its own network availability, Dobson shall have no liability whatsoever to the City or otherwise under this Permit for any failure or unavailability of the Public Building Service. Buildout and availability of the Public Building Service shall occur concurrently with Dobson's planned buildout of the Cable System, but in any event as quickly as commercially practicable once the Cable System has been constructed in the

immediate vicinity of such locations.

8.2 **Emergency Alert.** Dobson shall comply with the federal Emergency Alert System regulations (47 C.F.R. Part 11).

SECTION 9: Breach and Termination.

9.1 **Breach.** In addition to all other rights and powers retained by the City under the Permit or otherwise, the City reserves the right to terminate the Permit and all rights and privileges of Dobson hereunder in the event of a substantial breach of its terms and conditions by Dobson, but only if Dobson does not cure such breach within 120 days after receiving written notice from the City that details such claimed breach in a manner reasonably sufficient to allow Dobson to pursue its cure. A substantial breach by Dobson shall include the following:

(A) Violation of any material provision of the Permit or any material rule, order, regulation or determination which the City is authorized to make under the terms of the Permit.

(B) Attempt to evade any material provision of the Permit or attempts to practice any fraud or deceit upon the City or its subscribers or customers.

(C) Material misrepresentation of fact in the application for or negotiation of the Permit.

9.2 **Excuse for Breach.** The foregoing shall not constitute a substantial breach if the violation occurs, but it is without fault of Dobson or occurs as a result of circumstances beyond its reasonable control.

SECTION 10: Miscellaneous Provisions

10.1 **Preemption.** If the FCC or any other federal or state body or agency shall now or hereafter exercise any paramount jurisdiction over the subject matter of the Permit, then, to the extent such jurisdiction shall preempt and supersede or preclude the exercise of the like jurisdiction by City, the jurisdiction of City shall cease and no longer exist.

10.2 **Employment Requirements.** Dobson shall afford equal opportunity in employment to all qualified persons. No person shall be discriminated against in employment because of race, color, sex, religion, gender, national origin, age, familial status or disability. Dobson shall maintain and carry out a continuing program of specific practices designed to assure equal opportunity in every aspect of its employment policies and practices.

10.3 **Notice.** Unless otherwise provided by federal, state or local law, all notices, reports or demands pursuant to this Ordinance/Permit shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested, or by nationally or internationally recognized courier service (such as Federal Express). If questioned, the party sending a notice shall have the burden to prove receipt or rejection. Rejected notices shall be deemed delivered. The parties may designate such other address or addresses from time to time by giving notice to the other in the manner provided for in

this section.

If to City: City Clerk
City of Clinton
PO Box 1177
Clinton, OK 73601

If to Dobson: Dobson Technologies, Inc.
14101 Wireless Way
Suite 300
Oklahoma City, OK 73134
Attn: Legal Notices

10.4 **Descriptive Headings.** The captions to Sections contained herein are intended solely to facilitate the reading thereof. Such captions shall not affect the meaning or interpretation of the text herein.

10.5 **Severability.** If any Section, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other Section, sentence, paragraph, term or provision hereof, all of which shall remain in full force and effect for the term of the Permit or any renewal or renewals thereof.

10.6 **Force Majeure.** Dobson shall not be held in default under, or in noncompliance with, the provisions of the Permit, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of Dobson to control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which Dobson's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

10.7 ~~**Physical Retail Location and Customer Service Center**~~**Local Presence.** Dobson agrees that~~, commencing 180 days after the effective date of the Permit, and for the duration of the Permit thereafter, and any future renewals thereof, Dobson shall maintain a physical office in Clinton for the purposes of customer service and regional sales~~ it will continue to maintain a local sales and technical/operational support presence in the area.

PASSED, APPROVED AND ADOPTED BY THE CITY OF CLINTON CITY COUNCIL THIS _____ DAY OF _____, 2022.

By: _____
Title: Mayor

(SEAL)
ATTEST:

_____
By: _____, City Clerk

APPROVED AS TO FORM AND LEGALITY THIS _____ DAY OF _____, 2022.

By: _____
Title: City Attorney

RESOLUTION NO. 939

A RESOLUTION OF THE CITY OF CLINTON, CLINTON CITY COUNCIL APPROVING THE FYE23 GENERAL FUND BUDGET AND BUDGETS OF CLINTON PUBLIC WORKS AUTHORITY, CLINTON ECONOMIC DEVELOPMENT AUTHOIRTY, CLINTON HOSPITAL AUTHORITY, CLINTON RECREATIONAL AUTHORITY, CLINTON AIRPORT AUTHORITY, CLINTON INDUSTRIAL AUTHORITY, CLINTON SOLID WASTE AUTHORITY

WHEREAS, the Oklahoma State Statues, Title 11, Section 201 authorizes a municipality to prepare and approve an annual budget, and

WHEREAS, the City of Clinton has met all requirements for publications and public input on the FYE 23 budgets, and

WHEREAS, the Clinton City Council and Authorities of the City have reviewed the proposed budget, had the opportunities to ask questions of the staff, considered public input during a Budget Hearing and is sufficiently aware of the operations and projects planned for the FYE 23 budgets to approve these budgets.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Clinton, approving the General Fund Budget and the Budgets of all the Subordinate Trusts Clinton, Oklahoma:

1. That the FYE23 budgets be approved for the funds and amounts as provided in the attached budget documents.

2. That the fee adjustments on Attachment "A" to this Resolution are hereby approved;

3. That the City Manager or the City Treasurer may make transfers between departments and line item accounts within a fund as needed. Supplemental appropriations must be approved by the City Council prior to implementation.

4. That the City Treasurer or designated deputy shall be given blanket authority and directed to invest and reinvest available funds on a continuing basis during the fiscal year ending June 30, 2023 in a manner described in the City of Clinton's Investment Policy.

PASSED by the City Council, approving the General Fund Budget and the Budgets of all the Subordinate Trusts this 21st day of June, 2022.

_____

David D. Berrong, Mayor/Chairman

ATTEST:

_____

Amy E. Jones, City Clinton

Effective July 1, 2022 Unless Otherwise Stated

PROPOSED CHANGES TO RATES

		Current Rate	Proposed Rate
Senior Citizens Building Rental Rates			
4 hours or less	4 hours or less	$100.00	$ 150.00
5 hours or more	5 hours or more	$200.00	$ 250.00
Cleaning deposit	Cleaning deposit	$150.00	$ 150.00
Clinton Airport Authority - Effective 10/1/2022			
Airport Hangar Rental Hangar 1		$115.00	$ 115.00
Larger Hangar Rental Hangar 2 & 3		$150.00	$ 175.00
Commercial Hangar #6		$300.00	$ 400.00
Maintenance Hangar # 4		$400.00	$ 400.00
Lean To		$110.00	$ 110.00
Storage Unit		$26.00	$ 50.00
Cemetery Spaces and Fees			
Traditional Opening and Closing		$475.00	$ 550.00
Traditional Opening and Closing Sat/Spec Req		$712.50	$ 825.00
Cremation Opening and Closing		$100.00	$ 150.00
Cremation Opening and Closing Sat/Spec Req		$150.00	$ 225.00
Tent		$265.00	$ 350.00
Lowering Device		$90	$ 100.00
Pavillion		$75.00	$ 100.00
CEMETERY SINGLE SPACE		$225.00	$ 300.00
QUARTER LOT (2 SPACES)		$450.00	$ 600.00
HALF LOT (4 SPACES)		$900.00	$ 1,200.00
WHOLE LOT (8 SPACES)		$1,800.00	$ 2,400.00
Concrete Boxes		$465.00	$ 525.00

Attachment "A"

Clinton
Hub City of Western Oklahoma

David Berrong, Mayor
Chris Jones, Ward 1
Ernie Dowdell, Ward 2
Patch McComas, Ward 3
Art Lloyd, Ward 4

Office of the City Manager

Robert B. Johnston, City Manager
City of Clinton, Oklahoma

Final Budget Message
FYE23

June 17, 2022

Honorable Mayor, City Council and Clinton Citizens:

Attached herewith you will find the final recommended FYE23 budgets for the City of Clinton - General Fund, Public Works Authority, Solid Waste Authority, Airport Authority, Recreation Authority, Hospital Authority, Industrial Authority, Economic Development Authority, Capital Improvement Fund, and other special funds.

These budgets are the culmination of many weeks of diligent work by City Treasurer Blanchard, her financial staff, City Clerk Jones and myself with significant input received from department heads. Preliminary budgets were submitted to the Council/Trustees on May 17, 2022, and near final budgets were published in the *Clinton Daily News* before a Budget Hearing was conducted during the June 7, 2022 regular City Council meeting.

Therefore, these budgets are presented to you for adoption by Resolution at the June 21, 2022 Regular City Council meeting. The revenues and expenses planned for in these budgets will be closely monitored by staff during the fiscal year with at least monthly financial reports being provided to the Council.

A high priority for this budget year was to continue the accumulation of the local cash match which will be paid in 2024 for the Gary Boulevard Extension project near the reconfigured Exit 65 off Interstate 40. These budgets provide for the earmarking of reserve funds at least $3.394mil towards the anticipated $6.6mil total cash match. There remains some likelihood the City's cost could decrease as the design process continues.

We will continue to pursue other project funding opportunities to meet this opportunity to open new commercial and residential properties on and near Gary Boulevard for our community. In doing so, we have not forgotten the ongoing need to provide funding for needed and desired city services and capital improvements.

These budgets have also been prepared to provide a financial plan which identifies as closely as possible revenues and expenses while providing some flexibility to address circumstances which could change. A broad overview of revenue and expenses as follows:

Income: Since the economic uncertainty of the global pandemic and recent inflationary issues which Clinton faced since 2019, sales tax has provided much more stability than would have been anticipated. The annual Consumer Price Index (CPI) - based adjustments (4.19%) to utility fees, and some fee increases are included in these budgets. A commitment to a rotating adjustment of user fees, *i.e.,* every third year, would help fund increasing costs in smaller increments than might otherwise be imposed.

The ongoing need for the identification, consideration and implementation of new and sustainable revenue sources remains an imperative. Although they are not usually sustainable our intent to aggressively pursue grant funding opportunities should prove beneficial. We have already achieved some success in this effort and continue our pursuit of available funding.

Expenses: A cost-effective approach to our employee health care insurance program gives employees more choices in selecting the plan which is best for them. Fewer and lower claims also greatly contributed to lower than anticipated premium costs. This benefit is a valuable employee recruitment and retention tool.

These lower costs presented the opportunity to fund cost-of-living pay adjustments this budget year. These budgets also provide for the restoration of some positions cut a few years back due to financial constraints. Several key positions will be filled as soon as possible in the new budget year with other filled as operationally necessary throughout the year.

As always, there are more needs than means in capital improvements. Our updated Capital Improvement Plan which is expected late this summer, will assist in identifying needs so that we can prioritize them and seek the funding to complete them.

My career has not yet been characterized by many "easy" budgets and this one was not the exception to my experience. Our team effort at the staff level, bolstered by your guidance, encouragement and support during the budget-making process made it about good as it gets.

Sincerely,

Robert B. Johnston

Robert B. Johnston
City Manager

Attachments

City of Clinton, Oklahoma
Proposed Annual Budgets
Fiscal Year 2022-2023

Budget Summary

	Beginning Balance	Revenues/ Transfers/Other	Expenditures/ Transfers/Other	Reserve for Spec Project	Ending Balance
Governmental Funds					
General Fund	$5,931,635	$9,752,814	$10,248,261	$400,000	$5,036,188
Capital Projects					
Capital Improvement Fund	$2,462,112	$3,160,810	$4,598,634	$400,000	$624,288
Special Revenue Funds					
4th Cent Sales Tax-Econ Dev	$1,764,600	$188,000	$663,200	$200,000	$1,089,400
2015 Sales Tax-PWA Debt Srv	$1,606,073	$1,088,040	$1,080,600		$1,613,513
DTF/Drug Seizure Fund	$3,698	$0	$3,698		$0
Total Special Rev Funds	$3,374,371	$1,276,040	$1,747,498	$200,000	$2,702,913
Fiduciary Funds					
Library Trust	$104,727	$2,000	$32,183		$74,544
Public Trust/Authority Funds					
Public Works Authority	$10,248,415	$12,182,500	$13,820,778	$500,000	$8,110,137
Solid Waste Authority	1,172,902	1,721,500	1,979,780	150,000	$764,622
Airport Authority	713,234	4,035,150	4,679,900		$68,484
Recreation Authority	66,989	580,640	571,544		$76,085
Industrial Authority	898,862	296,500	640,627		$554,735
Economic Dev Authority	64,909	259,200	321,587		$2,522
Hospital Authority	11,506,519	154,375	119,440		$11,541,454
Total Trust/Authority Funds	$24,671,830	$19,229,865	$22,133,656	$650,000	$21,118,039
Grand Total All Funds	**$36,544,675**	**$33,421,529**	**$38,760,232**	**$1,650,000**	**$29,555,972**

RESOLUTION 940

DECLARING CERTAIN CLINTON ECONOMIC DEVELOPMENT AUTHORITY (CEDA) ASSETS TO BE SURPLUS PROPERTY AND AUTHORIZING THE DISPOSAL OF SAME

WHEREAS, the City of Clinton is the beneficiary of the Clinton Economic Development Authority (CEDA) which has recently acquired the former Glancy Motel in order to facilitate redevelopment;

WHEREAS, the former Glancy Motel property is presently in poor condition and will necessarily be updated before it can be reused; bids are being obtained for asbestos abatement, certain structures will be demolished and there is an accumulation of old motel furnishings (mini refrigerators, et cetera) that need to be disposed of at this time;

WHEREAS, Section 4-3 of the Clinton City Charter provides that surplus equipment may be disposed of by competitive bidding under regulations which the City Council may prescribe; and

WHEREAS, it is the determination of the Clinton City Council that it is in best interest of the City to dispose of the motel furnishings generally referred to above by sale to the highest bidder(s) who can be found in an expeditious manner.

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Clinton hereby declares the above referenced old motel furnishings to be surplus property and authorizes the disposal of same

PASSED AND APPROVED this _____ day of _____, 2022

_____
David D. Berrong, Mayor

ATTEST:

_____
Amy E. Jones, City Clerk

CITY OF CLINTON
ASBESTOS ABATEMENT OF THE FORMER GLANCY MOTEL AND POP HICKS RESTAURANT STRUCTURES
JUNE 21, 2022
10:00 A.M.

BIDDER	BID AMOUNT
Chestnut	291,952.00
Snyder	296,093.00
Crystal Creek	268,820.00
Strong Hold Environmental	269,150.00 30% down

APPOINTIVE BOARD MEMBERS AND TERMS

Planning and Zoning Board 3 Year Term

Michael Heerwald – 7/1/2025

Donna Rother – 7/1/2025

Board of Adjustments – 3 Year Term

Kenneth Bragg – 7/1/2025

Brian Aneshansley – 7/1/2025

Personnel Board – 6 Year Term

Sharon Hull -7/1/2028

Beautification Committee – Three Year Term

Jimmy Evans – 10/17/2024

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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 INDUSTRIAL AUTHORITY
TUESDAY, JUNE 21, 2022 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Source listing: 06/21/22 Meetings
Original source: https://agendas.clintonok.gov/archive/2022/062122/launch.html
Original authority agenda: https://agendas.clintonok.gov/archive/2022/062122/AA062122.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2022/062122/IA062122.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2022/062122/RM062122.htm

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

    A. Ryan Driscoll, Church of Christ, Prayer
    Bobby Stewart, Adjutant, American Legion Post 41

2. CONSIDER APPROVAL OF CONSENT AGENDA

    A. Minutes from the June 7, 2022 Regular Meeting

3. DISCUSSION, CONSIDERATION, AND POSSIBLE ACTION REGARDING:

    A. Meeting/Event Grant Application – Riverside Rumble Tournament Committee “River Side Rumble 2022 Couples Golf Tournament”

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

5. COUNCIL COMMENTS

6. CITY MANAGER’S COMMENTS

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

8. ADJOURN

Filed this 17 th Day of June, 2022. Posted on the bulletin board in the lobby of the Clinton City Hall on June 17, 2022 at 3:00 p.m.

_____

Not recorded

MINUTES OF INDUSTRIAL AUTHORITY MEETING
JUNE 7, 2022

Minutes of the regular meeting of the Chairman and Trustees of the Clinton Industrial Authority City of Clinton, Oklahoma, Custer County, held in the City Council Room, City Hall on Tuesday, June 7, 2022, 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 June 3, 2022, at 4:30 p.m.

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

CHAIRMAN: David Berrong
TRUSTEES: Patch McComas, Ernie Dowdell, Arthur Lloyd, Ernesto Villanueva
MANAGER: Robert Johnston
CITY TREASURER: Debra Blanchard
CITY ATTORNEY: Ryan Meacham
CITY CLERK: Amy Jones
NEWS MEDIA: Nydia Campbell, Mike Smith
OTHERS: Gene McCullough, Paul Rinkel, Bobby Stewart, Samantha Aispuro, Dan Day, and others.

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

AGENDA ITEM NO. 2: CONSENT AGENDA

A. Minutes of Regular Meeting of May 3, 2022
B. Consider Claims
C. Acknowledge Receipt of 04/30/22 Financial Reports

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

Chairman put the motion to a roll call vote:

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

Chairman declared the motion carried.

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

None

AGENDA ITEM NO. 4 NEW BUSINESS:

None

AGENDA ITEM NO. 5: TRUSTEE REPORT
None

AGENDA ITEM NO. 6: MANAGER'S REPORT
None

AGENDA ITEM NO. 7: AUDIENCE PARTICIPATION (According to Audience Participation Decorum Guidelines at Clinton City Council Public Meetings effective: 2/14/2017)
None

AGENDA ITEM NO. 8: ADJOURNMENT

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

Chairman put the motion to a roll call vote:

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

Chairman declared the meeting adjourned at 5:33 pm.

_____
Date Approved

_____
David D Berrong, Chairman

Meeting/Event Grant Application

Requests Must be Submitted Prior to the 1st Tuesday of Each Month to be Included in the Chamber of Commerce Executive Board Agenda.

Applications should be mailed to: The Clinton Chamber of Commerce 101 S. 4th St. Clinton, OK 73601.

Organization Applicant Information

Organization/Agency Name:	Riverside Rumble Tournament Committee	Date:	5-2-22
Mailing Address:	10329 North 2265 Rd	Phone:	580-323-5958
City:	Clinton	State: Ok	ZIP Code: 73601
Year Founded/Established:	Unkn	Non-Profit: Yes No (Please circle)	Website: None

Type of Organization/Agency (brief description of activities and primary purpose): Organizing and promoting the annual Riverside Rumble Couples Golf Tournament at Clinton Riverside Golf Course

Event/Emergency Contact Information

Event Contact Person:	Jason Hulin/Jennifer Bonham	Title:	Comm. Members
Address:	10329 North 2265 Rd.	Phone:	580-323-5958
City:	Clinton	State: OK	Zip: 73601
Email Address:	riversiderumble.couples@gmail.com	2nd Phone:	

Meeting/Event Information

Name of Meeting/Event: Riverside Rumble 2022 Couples Golf Tournament

Date Event Begins	7-16-22	Date Event Ends	7-17-22

Full Description of proposed Fund usage for Meeting/Event (Be specific):

These funds will help grow the Riverside Rumble tournament to participation levels seen prior to the pandemic by supporting our goal of providing a professional, fun filled, exciting tournament experience for our players.

Date of Last Meeting/Event	7-16-21	Number/Years Previously Received Funds	0	Meeting/Event Funding Amount Requested:	$ 2,000.00

Clinton

Meeting/Event Grant Application (Continued)

Organization/Agency Name:	Date:

Economic Impact

Anticipated Economic Benefit or Impact to the City of Clinton: Green fee and cart rental collection as well as overnight stay from players outside of Clinton.

Expected Visitor Attendance to Clinton:	120-140	Local Visitors (within 75 miles)	32(27%)	Area Visitors (outside 75 miles)	80(73%)	Out of State Visitors	8-10

Total Expected Number of Hotel/Motel Room Nights Required (# nights x # rooms)	95	Host Hotel/Motel:

Overflow Hotels/Motels:

Anticipated Meeting/Event Facilities Required:

Dispersal Information

Name and Address to Appear on Check:

Name:

Address:

City:	State:	ZIP Code:

Terms

We acknowledge the Organization information included in this application is true and accurate with no facts having been in any way misrepresented.

Should an approved event be CANCELED after the funds have been disbursed, then we, the Organization, agree to repay all funds received within 30 days of the scheduled event or date of cancellation.

Authorized Applicant Signature: X Jason Hulin	Applicant Title: COMMITTEE MEMBER
Printed Name: X Jason Hulin	Application Date: 5-2-22

Before submitting this request, please ensure all pages have been completed in their entirety and proper signatures are included. If a question is not answered, please state why it is not answered.

Funding Process

The Clinton Chamber of Commerce Executive Board will review all applications during the Executive Session scheduled on the 2nd Wednesday of each month. Once reviewed, recommendations will be presented to the City of Clinton City Council during 3rd Tuesday regularly scheduled meetings.

A representative from the organization requesting funds may be present at the Clinton Chamber of Commerce Executive Board meeting and the Clinton City Council meeting to address any questions or concerns.

Clinton Chamber of Commerce Executive Board Funding Recommendation

Grant Amount Recommended to the Clinton City Council for Final Approval:	$ 2000.00	Date:	06/03/22
Billy Goodwin		Billy Goodwin	
Signature of Clinton Chamber of Commerce Board Chair or Acting Chair		Printed Name:	

(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 AIRPORT AUTHORITY
TUESDAY, JUNE 21, 2022 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Source listing: 06/21/22 Meetings
Original source: https://agendas.clintonok.gov/archive/2022/062122/launch.html
Original authority agenda: https://agendas.clintonok.gov/archive/2022/062122/AA062122.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2022/062122/IA062122.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2022/062122/RM062122.htm

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

    A. Ryan Driscoll, Church of Christ
    Don Miller, Post Commander, American Legion, Post 41

2. CONSIDER APPROVAL OF CONSENT AGENDA

    A. Minutes from June 7, 2022 Regular Meeting

3. DISCUSSION, CONSIDERATION, AND POSSIBLE ACTION REGARDING:

    A. Pay Application No. 3 in the Amount of $61,217.41 – Diversified Construction of Oklahoma, Inc for Repairs to Hangars 2 & 3 Which Were Damaged by 10/12/21 Tornadoes

    B. Invoice #1381-01 Building #6 $84,050.00 and Building #7 $10,740 total -$94,790 Sawatzky Construction, LLC for Hangar Repairs Which Were Damaged by the 10/12/21 Tornadoes

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

5. COUNCIL COMMENTS

6. CITY MANAGER'S COMMENTS

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

8. ADJOURN

Filed this 17th Day of June, 2022. Posted on the bulletin board in the lobby of the Clinton City Hall on June 17, 2022 at 5:00 p.m.

_____

Not recorded

MINUTES OF AIRPORT AUTHORITY MEETING
JUNE 7, 2022

Minutes of the regular meeting of the Chairman and Trustees of the Clinton Airport Authority City of Clinton, Oklahoma, Custer County, held in the City Council Room, City Hall on Tuesday, June 7, 2022, 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 June 3, 2022 at 5:00 P.M.

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

CHAIRMAN: David Berrong
TRUSTEES: Patch McComas, Ernie Dowdell, Arthur Lloyd, Ernesto Villanueva
MANAGER: Robert Johnston
CITY TREASURER: Debra Blanchard
CITY ATTORNEY: Ryan Meacham
CITY CLERK: Amy Jones
NEWS MEDIA: Nydia Campbell, Mike Smith
OTHERS: Gene McCullough, Paul Rinkel, Bobby Stewart, Samantha Aispuro, Dan Day, and others.

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

AGENDA ITEM NO. 2: CONSENT AGENDA

A. Minutes of Regular Meeting of May 3, 2022
B. Claims
C. Acknowledge receipt of 04/30/22 Financial Reports
D. Budget Amendments
E. Accept Proposal for Crack sealing
F. Amendment No. 3 to Owner- Engineer Agreement Airport Improvement with Parkhill Engineering to Project Rehabilitate Runway 17.35 AIP 3-40-0021-0019-2022 OAC CLK -23-FS

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

Chairman put the motion to a roll call vote:

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

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

AGENDA ITEM 4 NEW BUSINESS (If any, pursuant to Section 311.9 of the Oklahoma Open Meeting Act.):
None

AGENDA ITEM NO. 5: TRUSTEE REPORT
None

AGENDA ITEM NO. 6: MANAGER'S REPORT

Manager Johnston stated that the hangar rehabilitation projects from the October tornado are still progressing towards full recovery.

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, McComas, Villanueva, Berrong
Nay: None

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

_____
Date Approved

_____
David D. Berrong, Chairman

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER:
City of Clinton

PROJECT:
Clinton Repair Hangars 2 & 3

APPLICATION #: 3
PERIOD TO: 06/15/22
PROJECT NOS: 2202008

CONTRACT DATE:

Distribution to:
- [X] Owner
- [X] Const. Mgr
- [ ] Architect
- [X] Contractor
- [ ]

FROM CONTRACTOR:
Diversified Construction of Oklahoma, Inc.
6288 Boucher Dr.
Edmond, OK 73034

VIA ARCHITECT:

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	$	212,462.23
2. Net change by Change Orders	$	
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	$	212,462.23
4. TOTAL COMPLETED & STORED TO DATE- (Column G on Continuation Sheet)	$	212,462.23
5. RETAINAGE:		
a. 10.0% of Completed Work (Columns D+E on Continuation Sheet)	$	21,246.22
b. _____ of Stored Material (Column F on Continuation Sheet)	$	
Total Retainage (Line 5a + 5b or Total in Column I of Continuation Sheet)	$	21,246.22
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	191,216.01
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	129,998.60
8. CURRENT PAYMENT DUE	$	61,217.41
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	21,246.22

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

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

CONTRACTOR:

By: _____ Date: 6-16-22

State of: Ok
County of: dc
Subscribed and sworn to before me this ____ day of _____

Notary Public: _____
My Commission expires:

CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ---------- $ 61,217.41

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

~~ARCHITECT~~: City Manager

By: Robert Smith Date: 6/16/2022

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION

PROJECT:
Clinton Repair Hangars 2 & 3

APPLICATION NUMBER: 3
APPLICATION DATE: 06/15/22
PERIOD TO: 15-Jun-22
ARCHITECT'S PROJECT NO: 2202008

A	B	C	D	E	F	G		H
Item No.	Description of Work	Scheduled Value	Work Completed		Materials Presently Stored (Not In D or E)	Total Completed And Stored To Date (D + E + F)	% (G/C)	Balance To Finish (C - G)
			From Previous Application (D + E)	This Period				
1	Hangar 2 Roof repairs	$ 10,350.00	$ 9,315.00	$ 1,035.00		$ 10,350.00	100%	$ -
2	Hangar 2 Wall sheeting	$ 5,070.00	$ 2,535.00	$ 2,535.00		$ 5,070.00	100%	$ -
3	Hangar 2 Door replacment & repair	$ 89,322.00	$ 35,728.80	$ 53,593.20		$ 89,322.00	100%	$ -
4	Hangar 2 Wall Girts	$ 2,721.00	$ 2,721.00			$ 2,721.00	100%	$ -
5	Hangar 2 Column	$ 1,197.00	$ 1,197.00			$ 1,197.00	100%	$ -
6	Hangar 2 Gutter repairs	$ 5,573.00	$ -	$ 5,573.00		$ 5,573.00	100%	$ -
7	Hangar 3 Roof repairs	$ 10,350.00	$ 9,315.00	$ 1,035.00		$ 10,350.00	100%	$ -
8	Hangar 3 Wall sheeting	$ 6,452.00	$ 645.20	$ 5,806.80		$ 6,452.00	100%	$ -
9	Hangar 3 Door replacement & repair	$ 73,134.00	$ 65,820.60	$ 7,313.40		$ 73,134.00	100%	$ -
10	Hangar 3 Wall Girts	$ 2,721.00	$ 2,721.00			$ 2,721.00	100%	$ -
11	Hangar 3 Gutter repairs	$ 5,572.23	$ -	$ 5,572.23		$ 5,572.23	100%	$ -
12			$ -			$ -		$ -
13			$ -			$ -		$ -
14			$ -			$ -		$ -
15						$ -		$ -
16						$ -		$ -
17						$ -		$ -
18						$ -		$ -
19						$ -		$ -
20						$ -		$ -
21						$ -		$ -
22						$ -		$ -
23						$ -		$ -
24						$ -		$ -
25						$ -		$ -
26						$ -		$ -
27						$ -		$ -
28						$ -		$ -
	SUBTOTALS PAGE 2	$ 212,462.23	$ 129,998.60	$ 82,463.63	$ -	$ 212,462.23	100%	$ -

SAWATZKY

Sawatzky Construction, LLC

PO Box 445
Weatherford, OK 73096

Invoice

Date	Invoice #
6/8/2022	1381-01

Bill To
Clinton Regional Airport 10200 Airport Road Clinton, OK 73601

Terms

Description	Amount
Clinton Regional Airport Hangar Repairs	
Building 06	84,050.00
Building 07	10,740.00
We appreciate your business!	**Total** $94,790.00