(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, JULY 19, 2022 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Source listing: 07/19/2022 Meetings
Original source: https://agendas.clintonok.gov/archive/2022/071922/launch.html
Original authority agenda: https://agendas.clintonok.gov/archive/2022/071922/HA071922.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2022/071922/IA071922.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2022/071922/RM071922.htm

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

    A. Jeff Johnson, Pastor, First Christian Church
    Bobby Stewart, Adjutant, American Legion Post41

2. CONSIDER APPROVAL OF CONSENT AGENDA

    A. Minutes of the July 5, 2022, Regular Meeting;

    B. Lease Renewal for the Eastside Academy Facility

3. DISCUSSION, CONSIDERATION, AND POSSIBLE ACTION REGARDING

    A. Bid Acceptance for Railroad Bridge Repairs at Acme Brick Park;

    B. Approval of Rodeo Parade on Frisco Avenue, Friday 7/29/2022

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 15 th Day of July, 2022. Posted on the bulletin board in the lobby of the Clinton City Hall on July 15, 2022 at 3:00 p.m.

MINUTES OF THE CLINTON CITY COUNCIL REGULAR MEETING
JULY 5, 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, July 5, 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 17, 2022, at 5:00 P.M.

Mayor David Berrong called the meeting to order at 5:30 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: Rod Serfoss, Nydia Campbell
OTHERS: Gene McCullough, Paul Rinkel, Don Miller, Brett Russell, Joel Miller, Brent Almquist, and others.

Joel Miller, Youth Pastor First Christian Church opened the meeting with prayer and Don Miller, Post Commander, American Legion Post 41 led the Pledge of Allegiance.

AGENDA ITEM NO. 2: CONSENT AGENDA

A. Minutes of the June 21, 2022, Regular Meeting
B. Consider Claims
C. Acknowledge Receipt of Month Ending 5/31/2022 Financial Report

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. Project Agreement for Federal Aid Project No. J3-1842(004), Job Piece N0. 31842(004), I-40 Interchange at Exit 65 and the Reconstruction of Gary

Boulevard/I40B from Chapman Road to Lexington Avenue in the City of Clinton, In Custer County By and Between the City of Clinton and the OK Department of Transportation.

Mayor Berrong introduced Mr. Brent Almquist with the Oklahoma Department of Transportation to explain the Project Agreement and answer any questions.

Mr. Almquist stated that the project is at about 60% plan design completion and is about two and half years out from the bid process. He stated that this job is the largest that District 5 has ever at an estimated $53 million dollars. The City will be responsible for 10% of the total construction cost. The project is expected to be bid in November 2024.

The motion was made by Councilman Dowdell and seconded by Councilman Villanueva to approve the Project Agreement for Federal Aid Project No. J3-1842(004), Job Piece N0. 31842(004), I-40 Interchange at Exit 65 and the Reconstruction of Gary Boulevard/I40B from Chapman Road to Lexington Avenue in the City of Clinton, In Custer County by and Between the City of Clinton and the OK Department of Transportation.

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: he reported that he will be traveling Wednesday through Friday to South Florida for a family funeral – PW Director McCullough will be acting City Manager in his absence; the asbestos abatement project is moving forward on the Glancy Motel and Pop Hicks properties; Blue Peak and Dobson have had recent ground breakings in Clinton to kick off the new fiber to the home lines (FTTH); the Clinton Regional Airport bids to Rehabilitate Runway 17/35, Rehabilitate Terminal Apron, Reconstruct T-Hangar Apron projects are due on Thursday July 7, 2022; and that the stated that the new information system for citizens if being implemented in the next few weeks as we transition from Nixle to Rave - information regarding this will be

in the local media and on social media.

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 McComas and seconded by Councilman Dowdell 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 5:56 P.M.

_____
Date Approved

_____
David D. Berrong, Mayor

LEASE

This Lease Agreement is made and entered into this _____day of ____ 2022, by and between the City of Clinton, (Lessor), and Eastside Academy, Inc. (Lessee), and is as follows:

RECITALS

WHEREAS the Lessor is the owner of the business property described below, and the parties hereto desire to enter into a lease of said premises for the use by Lessee.

WHEREAS Lessee is a non-profit, self-development, community service organization attempting to promote positive community relations in the Clinton area with programs that promote community pride and self-development;

WHEREAS the programs of Lessee are primarily serving the economic disadvantaged, especially the youth of Clinton;

WHEREAS there is a desire of Lessee through its educational activities and programs of work and projects that promote and provide educational opportunities, emotional support, mentoring, an opportunity for youth to develop work skills and practices, and a concern for others, and promote a connection to the community in which they live, and, for the City of Clinton;

WHEREAS Lessee is the sole and exclusive tenant at 215 E. Modelle in Clinton, Oklahoma, a City of Clinton owned building located at the northwest comer of Modelle and Glenn Smith Rd known as the “Eastside Academy”.

WHEREAS it would be mutually beneficial for the Lessor and Lessee to enter into an agreement providing for certain monetary support and rewards for to encourage the youth of Clinton to develop educational and social skills via programs and mentoring at the Eastside Academy.

In consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION ONE
DESCRIPTION OF PREMISES

The Lessor will lease and let unto the Lessee the business property located at 215 East Modelle, Clinton, Oklahoma. The Lessee agrees to maintain the property and items of personal property in good repair; and said items shall remain in the leased premises during the terms of this Lease.

SECTION TWO
TERM OF LEASE

The term of this Lease is one (1) year, commencing on July 1, 2022, and terminating on June 30, 2023. The Lessor and Lessee agree that there will be an option to renew the Lease for two (2) additional years following the first year's term. Lessee must exercise this option, in writing, sixty days prior to June 30, 2023.

SECTION THREE
RENTAL

The Lessee shall pay the Lessor as rental for said premises the sum of Ten and no/100's Dollars ($10.00), per year and other good and valuable consideration, commencing on July 1, 2022, and terminating on June 30, 2023.

Lessee agrees to furnish adult supervision for all programs and projects undertaken under this agreement which shall include, but not be limited to, educational, mentoring, tutoring, and emotional support; and activities such as preparing meals and the subsequent clean-up; picking up trash and cleaning the lots adjacent to the facility at 215 E. Modelle, and all other activities previously agreed upon.

Lessee shall obtain a Release of Claims from each participant. Lessee further agrees to maintain a register of participants who have signed a Release of Claims form.

Additionally, Lessee shall provide a work schedule for participants and projects completed, including accomplishments of the Eastside Academy and/or the individuals it serves with the above-mentioned register, also to be submitted quarterly. Said report shall be furnished to the office of the City Clerk no later than the 10th day of each calendar quarter.

Lessee shall provide the Lessor with a duly executed Hold Harmless Agreement which protects the Lessor against claims of any and all individuals and/or organizations.

SECTION FOUR
UTILITIES

The Lessee shall arrange and pay for all utilities furnished to the leased premises for the term of this Lease, including, but not limited to, electricity, water, natural gas, sewer, cable TV, and telephone service, and any deposits relating thereto.

SECTION FIVE
OBLIGATIONS OF THE CITY OF CLINTON

Lessor shall repair and maintain the structural portion of the Premises, including exterior walls and roof, unless such maintenance or repair is caused in whole or in part by the neglect, fault or omission of Lessee, its agents, employees, or invitees, or by unauthorized breaking and entering, in which event Lessee shall pay to Lessor the cost of such maintenance and repair. Lessor shall have no obligation to repair until a reasonable time after the receipt, by Lessor, of written notice of the need for repairs.

Unless otherwise specifically provided in the Lease, there shall be no abatement of rent and no liability of Lessor by reason of any injury to or interference with Lessee's operations arising from the making of any repairs, alterations, or improvements in or to any portion of the Premises, or parking lot. Lessor will inspect the areas designated in Section One above at least quarterly to ensure compliance with this agreement.

During the term of this lease, contingent on annual budget approval process, Lessor will provide reimbursement(s) totaling up to $5,000.00 to Lessee for purchases of school supplies and the hiring of youth and adults to assist in the implementation of activities and programs with the understanding that at least 85% of these reimbursements must be used to fund educational activities and programs. Receipts must be provided to the City Clerk with each quarterly report referred to in Section Three above, in order to be reimbursed. Reimbursements will not be carried over if the required reports and receipts are not submitted as agreed to.

SECTION SIX
ASSIGNMENT AND SUBLEASE

The Lessee shall not have the right to assign this Lease or sublet the premises to another party without the prior written approval of the Lessor.

SECTION SEVEN
ALTERATIONS AND IMPROVEMENTS

Alterations and improvements will only be made upon mutual consent of the parties hereto following a written request to do so. At the termination of this Lease, Lessee shall have the right to remove any improvements or fixtures which Lessee has installed on the leased premises so long as said removal

does not cause structural damage to the leased premises. The Lessee agrees to restore the leased premises to its former condition after removal of said improvements, normal wear and tear excepted.

SECTION EIGHT
PARTIAL DESTRUCTION OF PREMISES

In the event the above-described premises are totally destroyed or partial destroyed due to fire, tornado, or other Act of God, making said premises unsuitable for the uses for which they were leased, it is agreed that the Lessor shall have the option to either repair said premises or terminate this lease. In the event the Lessor elects to repair said premises, Lessor agrees to repair in a reasonable time with the above-described rental to be reduced in proportion to the unused total square footage during the period of repairs. Lessor shall maintain a policy of insurance covering the property only.

SECTION NINE
INDEMNIFICATION

The Lessee shall indemnify, defend and hold the Lessor harmless against all loses damages and liabilities arising from Lessee's use of the leased premises. The Lessee shall obtain and maintain in force at its expense, public liability insurance on the leased premises in the minimum sum of $500,000.00 per occurrence and provide proof of same to the Lessor.

SECTION TEN
SMOKE-FREE ENVIRONMENT

The Lessee agrees to prohibit smoking of any kind in the leased premises by Lessee, its employees or patrons, either during or after hours of operation. The Lessee agrees to post appropriate signage reflecting that smoking is not allowed and further agrees to enforce said No Smoking Provision.

SECTION ELEVEN
CONDITION OF LEASED PREMISES

The Lessee is accepting the premises in its present condition and no warranties of any kind or nature have been made by the Lessor regarding the condition of the leased premises.

SECTION TWELVE
BREACH

The appointment of a receiver to take possession of the assets of Lessee, a general assignment for the benefit of the creditors of Lessee, any action taken

or allowed to be taken by Lessee under any bankruptcy act, failure of the Lessee to pay any of the rentals as discussed herein or the failure of the Lessee to comply with every term and condition of this Lease shall constitute a breach of this Lease. Upon breach, the Lessor shall be entitled to the remedies allowed by law including the right to terminate this Lease and re-enter the leased premises upon occurrence of any of the above-described events of default.

SECTION THIRTEEN
ATTORNEY FEE

If either party files an action to enforce any agreement contained in this Lease, or for breach of any covenant or condition, the successful party in said action shall be entitled to a reasonable attorney's fee and court costs incurred.

SECTION FOURTEEN
LEINS AND ENCUMBRANCES

The Lessee agrees that it will not encumber or allow any liens to attach to any property covered by this Lease or this Lease Agreement and the Lessee will indemnify the Lessor against all such liens, encumbrances, suits or other proceedings against said property.

SECTION FIFTEEN
NOTICES

Any notice required under the terms and conditions of this Lease shall be forwarded to the Lessor at the following address:

Clinton City Manager
P.O. Box 1177
Clinton, Oklahoma 73601

This Lease Agreement shall be binding on the parties, their successors and assigns, and shall be construed under the laws of the State

_____

David Berrong, Mayor
City of Clinton
Lessor

_____

_____

Steve Collins, President
Eastside Academy, LLC
Lessee

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 (580) 323-2222

2.) ORGANIZATION, OR BEHALF OF Clinton Round Up Club

3.) PARADE CHAIRMAN
NAME Chris Weil
ADDRESS
TELEPHONE NUMBER (580) 445-5541

4.) DATE OF PARADE 7/29
START TIME OF PARADE 5:30p END TIME OF PARADE 6:30p

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

6.) APPROXIMATE NUMBER OF PERSONS, ANIMALS AND VEHICLES WHICH CONSTITUTE SUCH PARADE 65
DESCRIPTION OF ANIMALS Horses
DESCRIPTION OF VEHICLE Pick ups / trailers

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

8.) ASSEMBLY LOCATION FOR SUCH PARADE 11th & Frisco (Methodist Church)

9.) THE TIME UNITS OF THE PARADE WILL BEGIN TO ASSEMBLE _____ AM/PM

10.) THE INTERVAL OF SPACE TO BE MAINTAINED BETWEEN UNITS OF SUCH PARADE 15 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)

IA07/19/2022

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 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, JULY 19, 2022 AT 5:30 PM CLINTON CITY HALL

AGENDA

Source listing: 07/19/2022 Meetings
Original source: https://agendas.clintonok.gov/archive/2022/071922/launch.html
Original authority agenda: https://agendas.clintonok.gov/archive/2022/071922/HA071922.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2022/071922/IA071922.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2022/071922/RM071922.htm

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

    A. Jeff Johnson, Pastor, First Christian Church, Prayer
    Bobby Stewart, Adjutant, American Legion Post 41

2. CONSIDER APPROVAL OF CONSENT AGENDA

    A. Minutes from the July 5, 2022 Regular Meeting

3. DISCUSSION, CONSIDERATION, AND POSSIBLE ACTION REGARDING:

    A. Grant/Event Application in the Amount of $10,000 from the Buffalo Art Institute, Inc. – for the Clinton Fall Festival Scheduled for 9/24/2022 .

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 15th Day of July, 2022. Posted on the bulletin board in the lobby of the Clinton City Hall on July 15, 2022 at 3:00 p.m.

MINUTES OF INDUSTRIAL AUTHORITY MEETING
JULY 5, 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, July 5, 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 30, 2022, at 4:30 p.m.

Chairman David Berrong called the meeting to order at 5:31 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: Rod Serfoss, Nydia Campbell
OTHERS: Gene McCullough, Paul Rinkel, Don Miller, Brett Russell, Joel Miller, Brent Almquist, and others.

Joel Miller, Youth Pastor First Christian Church opened the meeting with prayer and Don Miller, Post Commander, American Legion Post 41 led the Pledge of Allegiance

AGENDA ITEM NO. 2: CONSENT AGENDA

A. Minutes of Regular Meeting of June 7, 2022
B. Consider Claims
C. Acknowledge Receipt of 5/31/22 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 Dowdell to adjourn the meeting.

Chairman put the motion to a roll call vote:

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

Chairman declared the meeting adjourned at 5:40 p.m.

_____
Date Approved

_____
David D Berrong, Chairman

Clinton
Hub City of Western Oklahoma

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: Buffalograss Arts Institute, Inc.			Date: 05/31/2022
Mailing Address: 501 Prairie Chief Avenue			Phone: 405-657-6804
City: Clinton	State: OK		ZIP Code: 73601
Year Founded/Established: 2016	Non-Profit: (Yes) No (Please circle)		Website: N/A
Type of Organization/Agency (brief description of activities and primary purpose): 501c3 corp. with purpose to foster the arts in Oklahoma, with focus on children, youth & multi-cultural relationship-building.			

Event/Emergency Contact Information

Event Contact Person: Donelle Ratheal Wollmann			Title: Pres/Ex. Director
Address: (work-Same) Home- 22409 E. 1110 Rd			Phone: 405.657.6804
City: Bessie	State: OK		Zip: 73622
Email Address: donelleratheal@gmail.com			2nd Phone: 580-323-2764

Meeting/Event Information

Name of Meeting/Event: Clinton Fall Festival			
Date Event Begins: 4th Saturday in Sept.		Date Event Ends:	Same Date
Full Description of proposed Fund usage for Meeting/Event (Be specific): Please see attached.			

Date of Last Meeting/Event	9/2017	Number/Years Previously Received Funds	2017	Meeting/Event Funding Amount Requested:	$ 10,000 —

Clinton
Heart City of Western Oklahoma

Meeting/Event Grant Application (Continued)

Organization/Agency Name: Buffalograss Arts Institute, Inc.	Date: 05/31/2022

Economic Impact

Anticipated Economic Benefit or Impact to the City of Clinton: Year One - $3,000 - $5,000 Year Five - $15,000 - $20,000

Year One Year Five 3,500-5,000; 600-750; 2,400-2,400; 60-200

Expected Visitor Attendance to Clinton: 250-350	Local Visitors (within 75 miles) 200-225	Area Visitors (outside 75 miles) @150-160	Out of State Visitors @20

Total Expected Number of Hotel/Motel Room Nights Required (# nights x # rooms) Year One 3-5	Host Hotel/Motel: Days Inn for Artists

Overflow Hotels/Motels: Hampton Inn - Holiday Inn Express

Anticipated Meeting/Event Facilities Required: N/A

Dispersal Information

Name and Address to Appear on Check: Buffalograss Arts Institute, Inc.

Name:

Address: 501 Prairie Chief Avenue

City: Clinton	State: OK	ZIP Code: 73601

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: [signature]	Applicant Title: President/Executive Director
Printed Name: Donelle Rathead Wollmann	Application Date: 05/31/2022

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: $ 10,000	Date: 07/08/22
[signature] Signature of Clinton Chamber of Commerce Board Chair or Acting Chair	Billy Goodwin Printed Name:

SPECIAL EVENT PERMIT APPLICATION
BUFFALOGRASS ARTS INSTITUTE, INC.

I. Date: September 24, 2022 (in future years, the fourth Saturday in September).

II. Location: Downtown Clinton;
Frisco Avenue, between 4th Street and 8th Street, inclusive of side streets intersecting Frisco Avenue, between Gary Boulevard and Avant Avenue.

III. Type of Event: Festival; visual and performance art, music, beer garden.

IV. General Public: Invited. Advertising through social media, traditional advertising, and through Oklahoma Department of Tourism

V. Sponsoring Organization: Buffalograss Arts Institute, Inc.

Type: Non-Profit (IRC 501c3 approved).

Primary Contact: Donelle Ratheal Wollmann
donelleratheal@gmail.com
405.657.6804 (cell phone)
580.323.2764 (law office)
580.309.7651 (store)

Secondary Contact: Kathryn Biggers
biggersk@gmail.com
580.302.2054 (cell phone)

Fundraiser: No.

VI. Event Summary:

Set Up Date:	09/24/2022
Set Up Time:	7:00 o'clock a.m.
Event Start Date:	09/24/2022
Event Start Time:	10:00 o'clock a.m.
Event End Date:	09/24/2022
Event End Time:	4:00 o'clock p.m.
Dismantle Date	09/24/2022
Dismantle Time:	4:45 o'clock p.m.

Expected Attendance: 250-350 (first year)

VII. Special Arrangements:

Trash Receptacles:	Yes (1 per side street for food vendors and meals; 1 per block for artists and attendees).
Water Service:	Yes (for food vendors if needed).
Electrical Service:	Yes (electrical cords for artist and staff/volunteer tents).
Restroom Facilities	Yes (porta-johns if available; if not, will be rented with grant monies).
Site Cleanup:	Yes (removal of trash receptacles and sweep truck).
Food Sales & Service:	Yes (food trucks and vendors).
Beverage Sales & Service:	Yes (alcoholic and nonalcoholic).
Event Stage/Sound System:	Yes.
Tents On-Site:	Yes.
Special Event Pole Banners:	Yes.
Notice to Adjacent Property & Business Owners:	Written notice upon approval of permit.

VIII. Site Plan: See attached.

IX. Food/Beverage/Sales:

Charge for Booth/Vendors:	Yes. $30 per booth space; $15 for electrical access/use; $100 for tent rental % 5% commission on all sales (adult artists only); food vendors, based upon Clinton Chamber recommendations.
Alcoholic Beverages:	Yes.
Type:	Sale of Beer, Ale, Hard Cider.
Alcohol Permit:	In process with Application to Able Commission.
Food Preparation:	By food vendors only.
County Health Dept Permits:	In process as applicable.

X. Traffic & Parking:

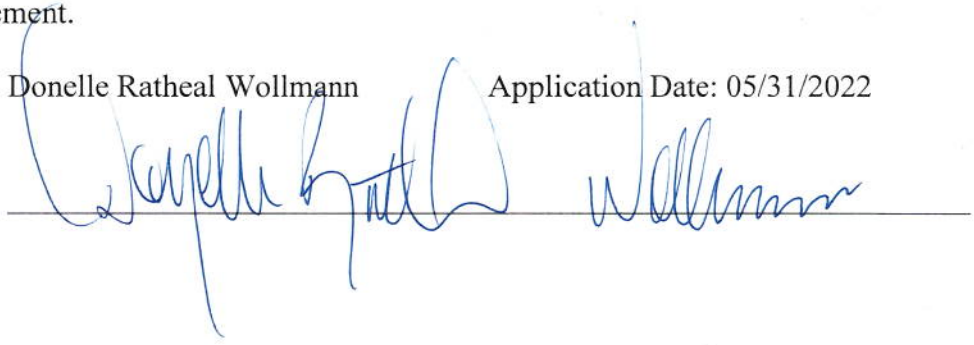
Interruption of Traffic Flow:	Yes.
Street Closings Requested:	Yes. See site map.
Traffic Control Required:	No. But, one police officer is requested to be on-site during the festival.
Parking Arrangements:	Yes. Use of Frisco Center parking lot is requested on event date.
On-Site Parking Control:	No.

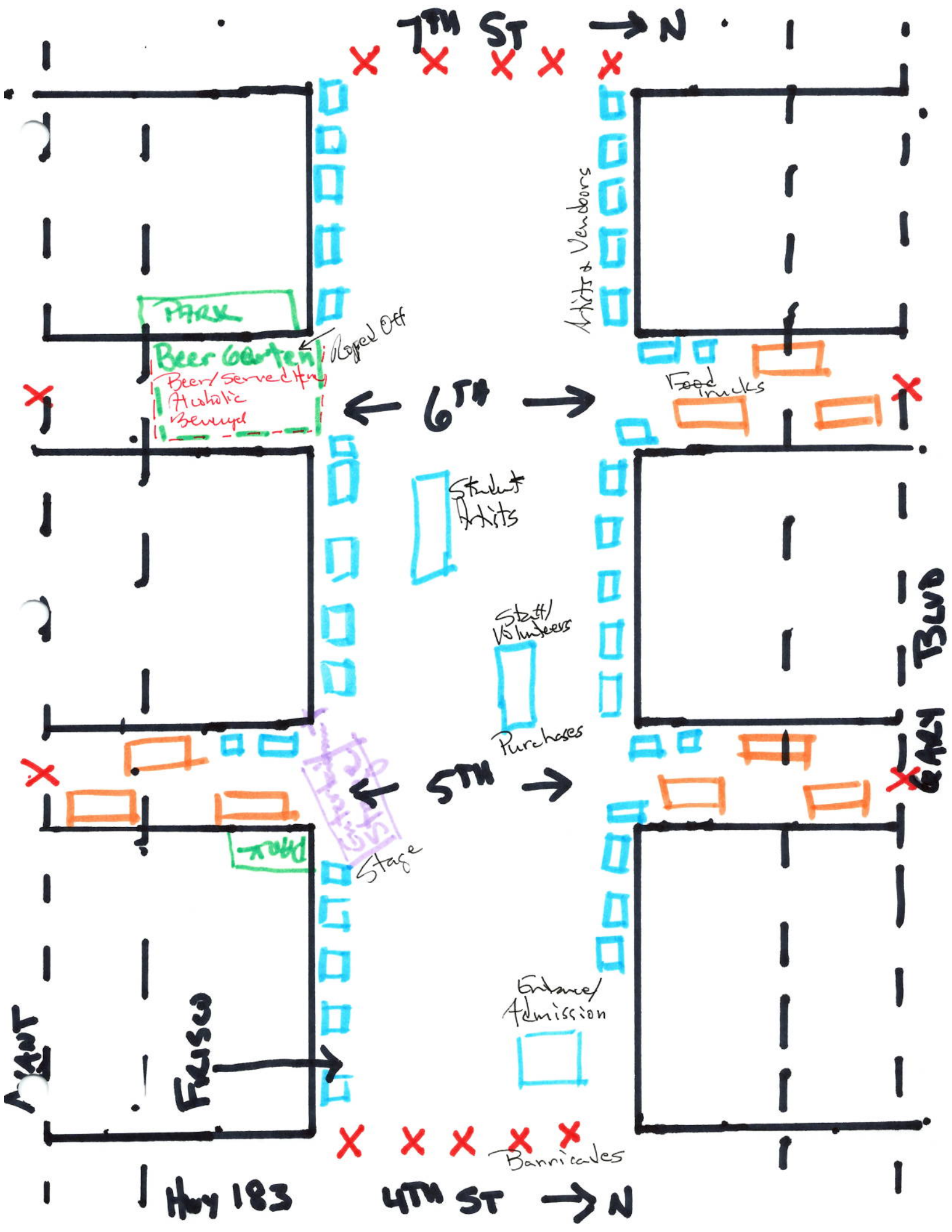
XI. On-Site Security/Medical:

Event Security Required:	No. But see Traffic Control response.
Fireworks/Pyrotechnics:	No.
Hazardous Materials:	No.
Firearms/Original & Replica	No.

On behalf of Buffalograss Arts Institute, Inc., I certify that the information contained in this Application is true and correct to the best of my knowledge and belief. I have read, understand and agree to abide by the rules and regulations governing the proposed Special Event under the City of Clinton Municipal Code. Buffalograss Arts Institute, Inc. will be responsible for any damages to city equipment or facilities. Buffalograss Arts Institute, Inc. will comply with all other requirements of the City of Clinton, Custer County and the State of Oklahoma, and any other applicable entity which may relate to the use of the Event venue. If a possessory interest subject to property tax is created by this use permit, Buffalograss Arts Institute, Inc. agrees to pay all possessory interest taxes and the City of Clinton will not be liable for the payment of said taxes. Buffalograss Arts Institute, Inc., further agrees to abide by these rules. I am authorized to commit Buffalograss Arts Institute, Inc. to the terms and requirements of this Application and agreement.

Applicant Name: Donelle Ratheal Wollmann Application Date: 05/31/2022

Applicant Signature: 


7TH ST
N
Artists & Vendors
PARK
Beer Garten
Beer Served Here
Alcoholic
Beverages
Roped Off
6TH
Food Trucks
Student Artists
Staff/
Volunteers
Purchases
5TH
Stage
Entrance/
Admission
Barricades
4TH ST
N
Hwy 183
FRISCO
TRAIL BLVD

CLINTON EVENT GRANT APPLICATION

CLINTON ANNUAL FALL FESTIVAL – YEAR 2022

I. 2022 GRANT REQUEST:

A. Amount: $10,000

B. Purpose: Infrastructure

C. Purchases:

(1) Digital and Hard Copy Branding for Regional and National Advertising; and,

(2) Commercial Quality Canopy Tents and Tent/Artwork Accessories

II. BACKGROUND:

The Clinton Arts Council ("CAC") is a longstanding cultural organization in our community. It was and remains a 501c3 organization in good standing, per its president. Several years ago, funding sources disappeared for rural cultural events, including CAC's Arts and Crafts Festival.

In early 2017, the CAC was reactivated with a new board and directors. It submitted a grant to the Clinton City Council for financial assistance to resume the annual Clinton Arts Festival in fall 2017. Prizes for outstanding artistic works were awarded. Several local individuals committed to buy artwork through purchase awards.

The event was a resounding success. The event had 28 adult artists participate in the 2017 festival. A large percentage of Clinton's children and student artists participated. Adult artist response to the event was extremely positive, and all who were orally polled responded that they would return.

Festival attendance was strong. The Festival event included the daytime arts festival, and an evening band concert.

2018 and 2019 did not include an annual arts Festival, based upon several factors. The major factor was CAC's decision to give itself a reasonable time frame to allow it to develop long-term strategies and goals for the Festival event.

CAC goals included decisions regarding infrastructure and hardscape, funding sources through performing arts grants, and creating a brand/logo. All of these discussions and decisions were taken to sustain and promote the Festival within and outside of the "Hub City" area, with a multiple year commitment, rather than an ad hoc preparation year by year. CAC agreed that the Festival event should have a consistent community presence, local and regional.

In the fall of 2019, some of CAC's members formed a Festival Committee with other individuals to build on CAC's initial goals. The Festival Committee is comprised of local retail owners, CAC members, and volunteers from Clinton and surrounding communities.

The Retail Committee of the Clinton Chamber of Commerce expressed support and offered volunteers for the Festival. Buffalograss Arts Institute, another local 501c3 organization[1], offered to write the necessary grants and co-sponsor the Festival event.

The Festival Committee reached the following conclusions after a series of in-person meetings and informal discussions:

(a) The Festival will be held on the last Saturday of September every year, to allow artists, visitors and local citizens to plan ahead for attendance and/or participation in the event.

(b) A "brand" will be created for the Festival event, through a marketing company, The Festival brand/logo will be consistently used in local and regional advertising and for submissions to the Oklahoma Department of Tourism and Route 66

[1] See Exhibit "A" – Notice of IRS Approval of 501c3 Organization.

publications/organizations. It will be used on all Festival paper goods, including T-shirts and memorabilia.

(c) The Festival will be comprised of components that recognize and celebrate the diversified community of Clinton and Western Oklahoma.

(d) The components will include performance and visual art, food offerings and an atmosphere that reflects the cultural history of Clinton and Western Oklahoma.

(e) The Festival will encourage all forms of art, including but not limited to performance (storytelling and theater), musical and visual art experiences from a diversity of cultures found within the State of Oklahoma and Western Oklahoma.

To facilitate the above goals, the following tasks have been identified for a successful annual event:

(a) Invitations will be extended to schools within the "hub" community, private and public, so that all children may participate as artists, from kindergarten through high school.

(b) Invitations will be extended to past participants of the Festival, and potential participants; the invitation to participate will include a request for a summary of the artwork/performance presentation, and a facsimile, if possible (e.g., photographs of some of the artist's work, a brief audio file of the musical performance).

(c) Each artist who shows/performs will have a volunteer assistant (high school through adult) to facilitate breaks, run errands, and make the day easy and pleasant (we anticipate one volunteer for two artists in adjoining tents).

(d) Each adult artist will have the option to bring his/her own canopy tent or may rent one, set up and ready for use on the day of the Festival.

(e) The artist Festival entry fee will include the volunteer, free bottled water, and a free box lunch.

(f) The artist will have the opportunity during the Festival to complete an application for next year's Festival, with a 10% discount for a prepaid application submitted by the end of the Festival day.

(g) Child visual artists will be shown in a separate area, under a large canopy tent. Inclusion requires completion of an art show application by a guardian, and participation is free.

(h) Prizes will be:

(1) Adult Grand Prize: $750 for Best Overall Art Performance/Work;

(2) Adult First Prize: $500 each for best Visual, Musical and Performance (storytelling/theater) in its class;

(3) Children: $125 for best artwork in the 10th – 12th grades; $100 for best artwork in the 7th – 9th grades; $75 for best artwork in the 4th – 6th grades; $50 for best artwork in the 1st – 3rd grades; and $25 for best artwork in kindergarten. Each child artist may post one piece of art.

(i) Post-Festival surveys will be emailed to artist participants for helpful feedback and improvements to the following year's Festival. Post-Festival surveys will be emailed to attendees who accept the email invitation when paying the Festival entrance fee.

(j) Festival participation will be free to all children/youth artists up through 12th grade; the adult artist Festival participation fee is $35 for booth space (no supplies provided); $15 for electrical access/set up for the booth space, and $100 to rent a Festival artist tent. A 5% commission will be charged for all of the artist's sales.

(k) Festival entrance admission will be free for all children 12 and under accompanied by a paying adult. Adults 18 or older will pay $15 (individual) or $25 (family) and receive a ticket for a drawing to win artwork valued at $500 or more.

The Festival Committee discussed the definition of "art" at length. Art is an expression of creativity, whether its format/basis is cultural, historical (quilting), classic, traditional or modern (digital). All forms of art are welcomed, so long as the artwork and/or performance are adequately described in the application and the Festival Committee approves it.

To ensure a pleasant, inclusive experience for all Festival artists and attendees, a standard of acceptable artwork/performance is established. No artwork/performance will be approved if it includes hate speech, is denigrating or demeaning in any manner toward any person, or if it falls within the definitions of "pornography" and/or "child pornography" in federal law.

The Festival has the right to decline a submission of artwork that violates this standard. It also has the right to ask an artist to leave the Festival if the artist refuses to remove artwork that violates this standard.

III. STATUS OF FESTIVAL PLANS:

The Festival Committee's initial goal was to resume the Festival in fall 2020. Unfortunately, the COVID-19 pandemic, together with the subsequent Delta and Omicron variants, scuttled Festival plans. The current goal is to re-start the Festival event this year, with a five-year plan for growth and outreach. A late start is due to the Omicron variant, and concerns that another break out of the variant would occur in spring.

The Festival event application has been completed and concurrently submitted to the City of Clinton for the necessary permits and licenses. The date of September 24, 2022 was discussed with the City Manager's office to ensure that there are no conflicts on the calendar.

A marketing/design company has been selected. This is considered a "small" project, as it has a specific purpose for a specific event.

It is anticipated that the timeline for the logo/design/brand will be approximately four (4) weeks from the date of the execution of the contract with the marketing/design company. The estimated cost is approximately $5,000. The logo will not be available for initial marketing but should be available in August for the Festival itself (with the assumption that funding will be available by the end of June 2022).

Invitations are being sent to the 2017 Festival attending artists. The "Call to Artists" is being prepared for submission to Oklahoma artist venues and publications, including but not limited to Native American publications.

The primary infrastructure costs for which the grant monies will be used are:

(1) Artist tents with grid panels and accessories;

(2) Tent(s) for the children/youth artist entries; and,

(2) Staff tents (welcome/ticket/admission and volunteer/service/first aid).

The price range for a good quality 8 ft x 8 ft pop-up canopy tent (without sides) ranges between $109 and $209. A good candidate/example (Costway) is attached.[2] With three side walls and increasing the size to 10 ft x 10 ft, the price increases to $260 (although it is on sale for $189 at this time).

The price range for a Eurmax top quality 10 x 10 canopy tent (including 3 sides, an entry panel and an awning) ranges between $266 and $300. An example is attached.[3] The 10 x 10

[2] See Exhibit "B" – customer reviews were very high, including tent's sturdiness against the wind, and attached sandbags for added weight and stability.

[3] See Exhibit "C" – customer reviews are high as to fire retardant fabric, sturdiness, and long-lasting quality.

canopy tent can be connected to make a tent of either 20 or 30 feet in length for the children/youth art show, and to house the administrative volunteers.

The price range for three sets (2 per pack) of grids, with legs for added stability, for each canopy tent is approximately $232.50.[4] Adding the gridwall sign holder is approximately $10 per canopy tent. Adding the rain gutter for the double/triple tent is approximately $30 - $60 per unit, depending upon the length.

Purchasing commercial quality tents reduces weather complications affecting Festival attendance, protects artists and their artwork, and shades the festival attendees and volunteers during the day. It allows for placement of tent banners for identification and flexibility depending on weather. The only remaining detail is storage; with the compact size, the storage footprint of 10-20 tent units is relatively small.

IV. BENEFITS TO CLINTON:

The benefits to the Clinton community include (a) building up a consistent tourist revenue source: out of town visitors who will attend the Festival, purchase food, beverages, fuel and/or artwork; (b) artists who will attend the Festival, purchasing food, beverages and/or fuel, with some artists electing to spend the night either before or after the Festival event; (c) Clinton residents who will have the opportunity to purchase artwork in their town, rather than out of town or out of state; (d) the City of Clinton, which will receive city tax proceeds on the sale of food, beverages and artwork.

Art festivals are a known and proven vehicle for driving tourism and sales revenue to a community. Clinton has enjoyed the success of its arts festivals in past years; it is poised to do so

[4] See Exhibit "D".

again, thanks to the hard work and long-term commitment of two nonprofit organizations and Clinton's Chamber retail member committee.

It is anticipated that sales revenue for the Arts Festival will be no less than in 2017, and most likely more as we build a consistent presence on the Oklahoma Department of Tourism calendar. Artists are eager to attend art festivals, as they lost the opportunity in 2020 and 2021. People are eager to return to the festivals as yet another indicator of returning to normal, after the extended pandemic.

An example is Elk City's fall festival, in existence for over forty years. The TravelOK website reflected anticipated attendance for the 2021 festival at approximately 6,000. A total of 6,000 people dining, buying fuel and artwork is a considerable sum in tax revenue.

It would be unrealistic to plan for 6,000 attendees for the 2022 Arts Festival. But, with our joint commitment to long-term strategy and goal-setting, and with the hope of no pandemics in the near future, Clinton can look forward to a pattern of growth in attendance and revenue in sales and taxes through its Fall Festival.

If you have any questions after a review of the Application, please email me at donelleratheal@gmail.com or call my on my cell phone, listed below. Thank you for your consideration!

Donelle Ratheal Wollmann
Executive Director
Buffalograss Arts Institute, Inc.
501 Prairie Chief Avenue
Clinton, Oklahoma 73601
405.657.6804

(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 HOSPITAL AUTHORITY
TUESDAY, JULY 19, 2022 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Source listing: 07/19/2022 Meetings
Original source: https://agendas.clintonok.gov/archive/2022/071922/launch.html
Original authority agenda: https://agendas.clintonok.gov/archive/2022/071922/HA071922.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2022/071922/IA071922.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2022/071922/RM071922.htm

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

    A. Jeff Johnson, Pastor, First Christian Church
    Bobby Stewart, Adjutant, American Legion, Post 41

2. CONSIDER APPROVAL OF CONSENT AGENDA

    A. Minutes from July 5, 2022 Regular Meeting

3. DISCUSSION, CONSIDERATION, AND POSSIBLE ACTION REGARDING:

    A. Request for Executive Session Pursuant to Section 307 B (4) of the OK Open Meeting Act Confidential Communications Between a Public Body and Its Attorney Regarding Clint on HMA, LLC, Plaintiff and the Clinton Hospital Authority, Defendant;

    B. Reconvene from Executive Session;

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

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 15 th Day of July, 2022. Posted on the bulletin board in the lobby of the Clinton City Hall on July 15, 2022 at 3:00 p.m.

MINUTES OF HOSPITAL AUTHORITY MEETING
JULY 5, 2022

Minutes of the regular meeting of the Chairman and Trustees of the Clinton Hospital Authority City of Clinton, Oklahoma, Custer County, held in the City Council Room, City Hall on Tuesday, July 5, 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 30, 2022 at 5:00 pm.

Chairman David Berrong called the meeting to order at 5:31 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: Rod Serfoss, Nydia Campbell
OTHERS: Gene McCullough, Paul Rinkel, Don Miller, Brett Russell, Joel Miller, Brent Almquist, and others.

Joel Miller, Youth Pastor First Christian Church opened the meeting with prayer and Don Miller, Post Commander, American Legion Post 41 led the Pledge of Allegiance

AGENDA ITEM NO. 2: CONSENT AGENDA

A. Minutes of Regular Meeting of June 7, 2022
B. Consider Claims
C. Acknowledge Receipt of 5/31/22 Financial Reports

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

Chairman put the motion to a roll call vote:

Aye: Dowdell, Lloyd, McComas, 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 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 McComas and seconded by Trustee Dowdell to adjourn the meeting.

Chairman put the motion to a roll call vote:

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

Chairman declared the meeting adjourned at 5:40 p.m.

_____
Date Approved

_____
David D. Berrong, Chairman