(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 SOLID WASTE AUTHORITY TUESDAY, AUGUST 17, 2021 AT 5:30 PM CLINTON CITY HALL

AGENDA

Source listing: 08/17/21 Meetings
Original source: https://agendas.clintonok.gov/archive/2021/081721/launch.html
Original authority agenda: https://agendas.clintonok.gov/archive/2021/081721/AAAGENDA81721.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2021/081721/PWAAGENDA81721.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2021/081721/RMAGENDA81721.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2021/081721/SWAGENDA81721.htm

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

    A. Bo Vowell, Cumberland Presbyterian Church
    Donald Miller, Post Commander, American Legion, Post 41

2. CONSIDER APPROVAL OF CONSENT AGENDA

    A. Minutes from August 17, 2021 Regular Meeting

3. DISCUSSION, CONSIDERATION, AND POSSIBLE ACTION REGARDING:

    A. Proposal for Replacement of the 1992 Peterbilt Truck's Engine Used as Lead Roll Off Container Transport Vehicle.

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 13th Day of August, 2021. Posted on the bulletin board in the lobby of the Clinton City Hall on August 13, 2021 at 5:00 p.m.

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.

MINUTES OF SOLID WASTE AUTHORITY MEETING
AUGUST 3, 2021

Minutes of the regular meeting of the Chairman and Trustees of the Clinton Solid Waste Authority City of Clinton, Oklahoma, Custer County, held in the City Council Room, City Hall on Tuesday, August 3, 2021, 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 July 30, 2021 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, Chris Jones
MANAGER: Robert Johnston
CITY TREASURER: Debra Blanchard
CITY ATTORNEY: Ryan Meacham
CITY CLERK: Amy Jones
NEWS MEDIA: Mike Smith, Kelcie Hartley
OTHERS: Gene McCullough, Toby Anders, Landon Dixon, Bobby Stewart, Samantha Aispuro, Paul Rinkel, and others.

Landon Dixion, Church of Christ Youth Pastor 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 July 6, 2021
B. Consider Claims

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

Chairman put the motion to a roll call vote:

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

Chairman declared the motion carried.

AGENDA ITEM NO. 4 NEW BUSINESS:

None

AGENDA ITEM NO. 5: TRUSTEE REPORT

None

AGENDA ITEM NO. 6: CITY MANAGER'S REPORT
None

AGENDA ITEM NO. 7: ADJOURNMENT

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

Chairman put the motion to a roll call vote:

Aye: Dowdell, McComas, Lloyd, Berrong
Nay: None
Chairman declared the meeting adjourned at 5:33 pm.

_____
Date Approved

_____
David D. Berrong, Chairman

FleetPride Service Center

WWW.FLEETPRIDE.COM

WEATHERFORD
SERVICE CENTER
4900 S. FRONTAGE ROAD
WEATHERFORD, OK 73096
PH: 580-772-6068

*** Customer Review ***
Date / Time: 8/11/2021 2:03:56PM
Repair Order: 3861
Customer: 0415077000
Branch: WFD
Invoice Total: $26,058.11
Credit Card

Bill To: CITY OF CLINTON
415 W GARY BLVD
CLINTON, OK 73601-2837
Shop: 5807747671 Fax: 0

Ship To: CITY OF CLINTON
415 WGARY BLVD
CLINTON, OK 73601-0000

Customer P/O: jkarr Completion Date:

Unit Number: 321299 **Model Year: 1992** **Make/Model: PETERBILT 357**
Type: TRUCK **VIN: 1XPALA0X5ND321299** **Meter: 460076 Miles**

Task: 1 020-02 **ENGINE, MECHANICAL - REPAIRS** **Department: SERVICECTR**

Complaint: CUSTOMER SAID THERE IS FUEL IN OIL & OIL HAS FUEL SMELL. DAIG AND MAKE NEEDED REPAIRS.

Cause: DONNIE 580.660.6465

DONNIE APPROVED R&I OF NEW HEAD ON 7/28/2021.

Correction: PRICE HAS BEEN QUOTED WITH ALL THE TIMES IN IT. DONT CHANGE ANYTHING.
DIAG AND FOUND HEAD IS BAD AND ENGINE IS NEEDED TO BE OVERHAULED.

Supp.	Part	Description / Ref Number	U/M	Quantity	Price	Extended Price
		Task Subtotals				
					Parts:	$0.00
					Core Chg:	$0.00
					Core Ret:	$0.00
					EHC:	$0.00
					Labor:	$460.00
					Miscellaneous:	$0.00
					Task 1 Subtotals:	$460.00

CUSTOMER REVIEW

Task: 2 002-02 **FUEL SYSTEM REPAIRS** **Department: SERVICECTR**

Complaint: CUSTOMER SAID WHEN THEY HAVE A HALF A TANK OF FUEL THE TRUCK RUNS BAD. POSSIBLE CRACK IN FUEL LINE INSIDE TANK. DAIG FUEL AND MAKE NEEDED REPAIRS.

Supp.	Part	Description / Ref Number	U/M	Quantity	Price	Extended Price
		Task Subtotals				
					Parts:	$0.00
					Core Chg:	$0.00
					Core Ret:	$0.00
					EHC:	$0.00
					Labor:	$563.50
					Miscellaneous:	$0.00
					Task 2 Subtotals:	$563.50

Task: 3 003-03 **REPAIR EXHAUST LEAK** **Department: SERVICECTR**

Complaint: CUSTOMER SAID THERE IS A EXHAUST LEAK. REPAIR EXHAUST LEAK.

Bill To: CITY OF CLINTON
415 W GARY BLVD
CLINTON, OK 73601-2837
Shop: 5807747671 Fax: 0

Ship To: CITY OF CLINTON
415 WGARY BLVD
CLINTON, OK 73601-0000

Customer P/O: jkarr Completion Date:

Correction: FABRICATE EXHAUST TO FIT FRUCK

Supp.	Part	Description / Ref Number		U/M	Quantity	Price	Extended Price
	TF50012MD409	5 X 12 MED DUTY 409 SS	Part	EA	1.00	45.82	45.82
	TLC500A	5 ALUMINIZED LAP JOINT TORCA STYLE CLAMP	Part	EA	5.00	10.79	53.95
	M5510	5X5X10 ROUND TYPE 1 MUFFLER	Part	EA	1.00	143.45	143.45
	TF50024MD409	5 X 24 MED DUTY 409 SS	Part	EA	1.00	62.43	62.43
	OTR1059016A	ELBOW 5 IN IDOD ALMZD 90 DG 155 IN	Part	EA	1.00	40.00	40.00

Task Subtotals

Parts:	$345.65
Core Chg:	$0.00
Core Ret:	$0.00
EHC:	$0.00
Labor:	$598.00
Miscellaneous:	$0.00
Task 3 Subtotals:	$943.65

CUSTOMER REVIEW

Task: 4 002-07 REPAIR TURN SIGNAL LIGHTS **Department: SERVICECTR**

Complaint: CUSTOMER SAID TURN SIGNALS ARE NOT WORKING. MAKE NEEDED REPAIRS.

Supp.	Part	Description / Ref Number		U/M	Quantity	Price	Extended Price
	44530	FLASHER 12LAMP ELECTROMECHAN	Part	EA	1.00	20.82	20.82
	915Y103	915 SWITCH WKW HARNESS	Part	BX	1.00	101.44	101.44

Task Subtotals

Parts:	$122.26
Core Chg:	$0.00
Core Ret:	$0.00
EHC:	$0.00
Labor:	$138.00
Miscellaneous:	$0.00
Task 4 Subtotals:	$260.26

Task: 5 002-02 COOLING SYSTEMS - REPAIRS **Department: SERVICECTR**

Complaint: DURING INSPECTION FOUND COOLANT HOSE BETWEEN WATER PUMP & OIL COOLER HAS A BULGE IN HOSE. REPAIR COOLANT HOSE.

FleetPride Service Center

WWW.FLEETPRIDE.COM

WEATHERFORD
SERVICE CENTER
4900 S. FRONTAGE ROAD
WEATHERFORD, OK 73096
PH: 580-772-6068

*** Customer Review ***
Date / Time: 8/11/2021 2:03:56PM
Repair Order: 3861
Customer: 0415077000
Branch: WFD
Invoice Total: $26,058.11
Credit Card

Bill To: CITY OF CLINTON
415 W GARY BLVD
CLINTON, OK 73601-2837
Shop: 5807747671 Fax: 0

Ship To: CITY OF CLINTON
415 WGARY BLVD
CLINTON, OK 73601-0000

Customer P/O: jkarr Completion Date:

Supp.	Part	Description / Ref Number	U/M	Quantity	Price	Extended Price
		Task Subtotals				
					Parts:	$0.00
					Core Chg:	$0.00
					Core Ret:	$0.00
					EHC:	$0.00
					Labor:	$0.00
					Miscellaneous:	$0.00
					Task 5 Subtotals:	$0.00

Task: 7 020-02 ENGINE, MECHANICAL - REPAIRS **Department: SERVICECTR**

Complaint: DURING INSPECTION FOUND HEAD NEEDS TO BE REPLACED. REPLACE HEAD.

Cause: QUOTE TO REBUILD ENGINE
PRICE IS QUOTED

CUSTOMER REVIEW

Supp.	Part	Description / Ref Number		U/M	Quantity	Price	Extended Price
	NON INV	gasket kit	Misc		1.00	498.65	498.65
	NON INV	cylinder pack	Misc		6.00	755.00	4,530.00
	NON INV	rod brg	Misc		6.00	38.89	233.34
	NON INV	bearing kit main	Misc		1.00	382.00	382.00
	NON INV	thermostat	Misc		1.00	63.57	63.57
	NON INV	gasket	Misc		1.00	2.25	2.25
	NON INV	gasket	Misc		1.00	33.52	33.52
	NON INV	bolt	Misc		5.00	16.76	83.80
	NON INV	bolt head	Misc		20.00	13.10	262.00
	NON INV	Stud	Misc		8.00	22.66	181.28
	NON INV	Stud	Misc		4.00	23.59	94.36
	NON INV	Turbo assembly	Misc		1.00	2,255.34	2,255.34
	NON INV	pump oil	Misc		1.00	715.21	715.21
	NON INV	pump water	Misc		1.00	604.12	604.12
	NON INV	misc. oil/filters/coolant exct.	Misc		1.00	1,500.00	1,500.00
	2347988	KITGASKETCYC HEAD	Part	EA	1.00	489.13	489.13
	3306CWFD	NEW HEAD 3306	Part	EA	1.00	3,142.13	3,142.13
	3306CWFDC1	HEAD 3306 CORE	Inherent		1.00	457.59	457.59
	3306CWFDC1	HEAD 3306 CORE	Part	EA	(1.00)	457.59	(457.59)
	ADJ-PARTS	HARDWARE NUTS BOLTS	Misc		1.00	100.00	100.00
	ADJ-PARTS	MISC (ORINGS, EX MAN GSK)	Misc		1.00	200.00	200.00
	DELIVERY	FREIGHT ON THE HEAD	Misc		1.00	250.00	250.00
	0R3537WFD	PUMP GP	Part	EA	1.00	521.36	521.36
	0R3537WFDC1	PUMP GP CORE	Inherent		1.00	247.28	247.28

FleetPride Service Center

WWW.FLEETPRIDE.COM

WEATHERFORD
SERVICE CENTER
4900 S. FRONTAGE ROAD
WEATHERFORD, OK 73096
PH: 580-772-6068

*** Customer Review ***
Date / Time: 8/11/2021 2:03:56PM
Repair Order: 3861
Customer: 0415077000
Branch: WFD
Invoice Total: $26,058.11
Credit Card

Bill To: CITY OF CLINTON
415 W GARY BLVD
CLINTON, OK 73601-2837
Shop: 5807747671 Fax: 0

Ship To: CITY OF CLINTON
415 WGARY BLVD
CLINTON, OK 73601-0000

Customer P/O: jkarr Completion Date:

	0R3537WFDC1	PUMP GP CORE	Part	EA	(1.00)	247.28	(247.28)
	2P6132	GASKET	Part	EA	2.00	4.53	9.06
	7N0200	GASKET	Part	EA	2.00	5.25	10.50
	7N0944	GASKET, THM HSG	Part	EA	4.00	5.65	22.60
	9N3241	GASKET	Part	EA	2.00	5.37	10.74
	3376891	TRACERFLUORESENT OIL	Part	EA	1.00	49.31	49.31
	9X6560	KIT GASKETS OIL COOLER	Part	EA	1.00	65.80	65.80
	0304C06	FEMALE JIC CAP STEEL	Part	EA	1.00	1.67	1.67
	C40225X36	STRT SILICONE RADIATOR 2 14 SOLDFOOT	Part	FT	1.00	19.35	19.35

Task Subtotals

Parts:	$4,341.65
Core Chg:	$704.87
Core Ret:	($704.87)
EHC:	$0.00
Labor:	$4,456.25
Miscellaneous:	$11,989.44
Task 7 Subtotals:	$20,787.34

CUSTOMER REVIEW

FleetPride Service Center

WWW.FLEETPRIDE.COM

WEATHERFORD
SERVICE CENTER
4900 S. FRONTAGE ROAD
WEATHERFORD, OK 73096
PH: 580-772-6068

*** Customer Review ***
Date / Time: 8/11/2021 2:03:56PM
Repair Order: 3861
Customer: 0415077000
Branch: WFD
Invoice Total: $26,058.11
Credit Card

Bill To: CITY OF CLINTON
415 W GARY BLVD
CLINTON, OK 73601-2837
Shop: 5807747671 Fax: 0

Ship To: CITY OF CLINTON
415 WGARY BLVD
CLINTON, OK 73601-0000

Customer P/O: jkarr Completion Date:

Totals

Total Parts:	**$4,809.56**
Total Core Chg:	**$704.87**
Total Core Ret:	**($704.87)**
Total EHC:	**$0.00**
Total Labor:	**$6,215.75**
Total Miscellaneous:	**$11,989.44**
Total Shop Supplies:	**$3,043.36**
Invoice Subtotal:	**$26,058.11**
Total Tax:	**$0.00**
Invoiced Total:	**$26,058.11**

Payment Method
Credit Card

Terms and Conditions: By entering into a transaction with us, you agree that the transaction is governed by our Terms and Conditions of Sale ("Terms"): https://www.fleetpride.com/sale-terms-conditions/. No variation to the Terms shall be effective unless expressly agreed in writing and signed by a person with authority. Parts are subject to the manufacturer's warranty and labor is warranted against defects in materials or workmanship for 90 days. WE MAKE NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Damages for breach of any warranty are limited to the money received for the parts/labor.

It is agreed that payment of the cash price is due within the terms stated above. A SERVICE CHARGE OF 1.5% PER MONTH(18% PER ANNUM) shall be due upon the amount of any charge which has not been paid when due. PLEASE PAY FROM THIS INVOICE.

CORES MUST BE RETURNED WITHIN 60 DAYS TO BE ELIGIBLE FOR CREDIT.

All claims and returned goods MUST be accompanied by this bill.

SIGNATURE:_____ DATE:_____

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

PUBLIC NOTICE OF A REGULAR MEETING
OF THE CITY COUNCIL
TUESDAY, AUGUST 17, 2021 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Source listing: 08/17/21 Meetings
Original source: https://agendas.clintonok.gov/archive/2021/081721/launch.html
Original authority agenda: https://agendas.clintonok.gov/archive/2021/081721/AAAGENDA81721.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2021/081721/PWAAGENDA81721.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2021/081721/RMAGENDA81721.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2021/081721/SWAGENDA81721.htm

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

    A. Bo Vowell , Cumberland Presbyterian Church
    Donald Miller, Post Commander, American Legion Post 41

2. CONSIDER APPROVAL OF CONSENT AGENDA

    A. Minutes from August 03, 2021 Regular Meeting ;

    B. Execution of Grant Offer for Airport Improvement Program (AIP) Project No. 3-40-0021-018-2021 - Reconstruction of T-Hangar Apron and Airport Apron ;

    C. Consent to Assignment of Professional Engineering Services Agreement from CEC Corporation to Parkhill, Smith and Cooper, Inc .

    D. Acceptance of Bid for Powdered Activated Carbon (PAC) Feed Project at Clinton Lake Water Treatment Plant (17852 CDBG 20);

3. DISCUSSION, CONSIDERATION, AND POSSIBLE ACTION REGARDING:

    A. Interlocal Agreement Between Clinton Public Schools and the City of Clinton for Implementation and Operation of a School Resource Officer Program;

    B. Acceptance of or Rejection of Bid for Library Roof Removal and Replacement .

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 13th Day of August, 2021. Posted on the bulletin board in the lobby of the Clinton City Hall on August 13, 2021 at 5:00 p.m.

MINUTES OF THE CLINTON CITY COUNCIL MEETING
AUGUST 3, 2021

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, August 3, 2021, 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 July 30, 2021, at 5:00 p.m.

Mayor David Berrong called the meeting to order at 5:37 p.m. with the following present:

MAYOR: David Berrong
COUNCILMAN: Patch McComas, Ernie Dowdell, Arthur Lloyd, Chris Jones
MANAGER: Robert Johnston
CITY TREASURER: Debra Blanchard
CITY ATTORNEY: Ryan Meacham
CITY CLERK: Amy Jones
NEWS MEDIA: Mike Smith, Kelcie Hartley
OTHERS: Gene McCullough, Toby Anders, Landon Dixon, Bobby Stewart, Samantha Aispuro, Paul Rinkel, and others.

Landon Dixon, Church of Christ Youth Pastor 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 July 20, 2021
B. Consider Claims
C. Supplemental Budget Appropriations to Carryover Police Units and Outfitting Approved FY 20-21 but Not Yet Acquired.
D. Agreement with Action Associates
E. Acceptance of MODA Grant for Quality of Life Enhancements

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

Chairman put the motion to a roll call vote:

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

Chairman declared the motion carried.

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

A. 1733 Walton Road Owners James Blake Mitchell and Jay Todd Mitchell –

Code Enforcement Toby Anders presented an update regarding the property at 1733 Walton Road owned by James Blake Mitchell and Jay Todd Mitchell. Mr. Anders reported to the Council that work continues at the property and provided pictures that green house had been taken down and additional mowing which had been completed at the property. He also reported that the health and safety hazards have been resolved.

Motion was made by Councilman Jones and seconded by Councilman McComas that the City follow up on the property at the first Council meeting in September. Mr. Anders will report additional progress at that time.

Mayor Berrong put the motion to a roll call vote:

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

Mayor declared the motion carried.

B. Condemnation of the Property at 205 S. 3rd

Code Enforcement Toby Anders presented information on the property at 205 S. 3rd owner of record is Ella Mae Terrell. He reported that the property had a house fire on April 13, 2021 in the attic that caused the roof to collapse. He reported that the owner is deceased and the property has been abandoned and left unsecure.

Motion was made by Councilman McComas and seconded by Councilman Lloyd to proceed with condemnation of property at 205 S. 3rd .

Mayor Berrong put the motion to a roll call vote:

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

Mayor declared the motion carried.

C. Resolution 926 – Approving the Amendment of the Interlocal Agreement Establishing OMAG

The Resolution 926 approving the amendment of the interlocal agreement establishing OMAG was presented to the Council by City Manager Johnston for approval.

Motion was made by Councilman McComas and seconded by Lloyd for approval to d Resolution 926 approving the amendment of the interlocal agreement establishing OMAG.

Mayor Berrong put the motion to a roll call vote:

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

Mayor declared the motion carried.

D. Quit Claim Deed of Lots 6-13, Block 12, Original Townsite from the City of Clinton to the Clinton Industrial Authority.

City Manager Johnston stated that Quit Claim Deed of Lots 6-13, Block 12, Original Townsite from the City of Clinton to the Clinton Industrial Authority since the American Electric Power/Public Service Company of OK was interested in the purchase of the lots for construction of a new substation. The property is to the North of the current substation. City Attorney Ryan Meacham also commented the adjacent property was owned by the Clinton Industrial Authority and this lot was only lot in the City of Clinton's name.

The motion was made by Councilman Jones and seconded by Councilman Dowdell to approve the Quit Claim Deed of Lots 6-13, Block 12, Original Townsite from the City of Clinton to the Clinton Industrial Authority.

Mayor Berrong put the motion to a roll call vote:

Aye: Dowdell, McComas, Jones, Lloyd, 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 to the Council we will have bid openings for the Library Roof project, and bids for the Glancy/Pop Hicks asbestos abatement and/or demolition project on August 10, 2021. He stated that new police units were hopefully to be delivered at the end of August.

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, Jones, Lloyd, McComas, Berrong
Nay: None

Mayor declared the meeting adjourned at 5:54 p.m.

_____
Date Approved

_____
David D. Berrong, Mayor

U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Southwest Region
Arkansas,Oklahoma

10101 Hillwood Parkway
ASW-630
Fort Worth, TX 76117

August 9, 2021

Honorable David D. Berrong
City of Clinton
Clinton, Oklahoma

Dear Mayor Berrong:

We are transmitting to you for execution the Grant Offer for Airport Improvement Program (AIP) Project No. 3-40-0021-018-2021 at __Clinton Regional in Clinton, Oklahoma__ Airport. This letter outlines expectations for success. Please read the conditions and assurances carefully.

To properly enter into this agreement, you must do the following:

ⓐ The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.

ⓑ The sponsor's authorized representative must execute the grant by providing their electronic signature.

ⓒ Once the sponsor's authorized representative has electronically signed the grant, the sponsor's attorney will automatically be sent via email the grant to provide their electronic signature.

ⓓ You may not make any modification to the text, terms or conditions of the grant offer.

ⓔ Following the attorney's action, the executed grant will be automatically sent to all parties as an attachment to an email.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

The terms and conditions of this agreement require you to complete the project without undue delay. We will be monitoring your progress to ensure proper stewardship of these Federal funds. **We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress.** Should you fail to make draws on a regular basis, your grant may be placed in "inactive" status, which will affect your ability to receive future grant offers.

Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- A signed/dated SF-270 (non-construction projects) or SF-271 or equivalent (construction projects) and SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open); and
- Performance Reports, which are due within 30 days of the end of a reporting period as follows:
    1. Non-construction project: Due annually at end of the Federal fiscal year.
    2. Construction project: Submit FAA form 5370-1, Construction Progress and Inspection Report at the end of each fiscal quarter.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend $750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Once the project(s) is completed and all costs are determined, we ask that you close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

Timothy House, (817) 222-5662, is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

Glenn Boles

Glenn A. Boles, Manager
Arkansas/Oklahoma Airports
District Office

U.S. Department
of Transportation
Federal Aviation
Administration

FAA Airport Improvement Program (AIP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	August 9, 2021
Airport/Planning Area	Clinton Regional Airport
FY2021 AIP Grant Number	3-40-0021-018-2021
Unique Entity Identifier	082479700

TO: City of Clinton
(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated July 28, 2021, for a grant of Federal funds for a project at or associated with the Clinton Regional Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Clinton Regional Airport (herein called the "Project") consisting of the following:

Reconstruct Apron

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the FAA Reauthorization Act of 2018 (Public Law Number 115-254); Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L), as further amended by the American Rescue Plan Act of 2021 (Public Law 117-2); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100 percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $596,662.

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
   $ 0 for planning
   $ 596,662 airport development or noise program implementation; and,
   $ 0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

   a. Period of Performance:

      1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

      2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).

   b. Budget Period:

      1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the period of performance provided in Paragraph a.1. Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.

      2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to § 200.308.

   c. Close Out and Termination

      1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344).

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.

4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary, and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, and the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"). Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project, and request prior approval from FAA. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 3, 2021, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/SAM/pages/public/index.jsf.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

    The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1.

    The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:

    a. May not be increased for a planning project;

    b. May be increased by not more than 15 percent for development projects if funds are available;

    c. May be increased by not more than the greater of the following for a, land project, if funds are available:

1. 15 percent; or
2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

18. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.

19. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

a. Verify the non-Federal entity is eligible to participate in this Federal program by:

1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.

b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).

c. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debars a contractor, person, or entity.

20. **Ban on Texting While Driving.**

a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

21. **Trafficking in Persons.**

a. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not –

1. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;

2. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or

3. Use forced labor in the performance of the Grant or any subgrants under this Grant.

b. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –

1. Is determined to have violated a prohibition in paragraph a. of this condition; or

2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph a. of this condition through conduct that is either –

a. Associated with performance under this Grant; or

b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.

c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a. of this condition.

d. Our right to terminate unilaterally that is described in paragraph a. of this condition:

i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant Agreement.

22. **AIP Funded Work Included in a PFC Application.** Within 90 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

23. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated April 2011, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

24. **Employee Protection from Reprisal.**

a. Prohibition of Reprisals —

1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph a.2. below, information that the employee reasonably believes is evidence of:

   i. Gross mismanagement of a Federal grant;
   ii. Gross waste of Federal funds;
   iii. An abuse of authority relating to implementation or use of Federal funds;
   iv. A substantial and specific danger to public health or safety; or
   v. A violation of law, rule, or regulation related to a Federal grant.

2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:

   i. A member of Congress or a representative of a committee of Congress;
   ii. An Inspector General;
   iii. The Government Accountability Office;
   iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
   v. A court or grand jury;
   vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
   vii. An authorized official of the Department of Justice or other law enforcement agency.

3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph a of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.

4. Time Limitation for Submittal of a Complaint —A complaint may not be brought under this condition more than three years after the date on which the alleged reprisal took place.

5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).

6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

SPECIAL CONDITIONS

25. **Grants Issued on Estimates.** The Sponsor understands and agrees that this Grant Offer is made and accepted based on estimates for Reconstruct T-Hangar Apron and Terminal Apron; and the parties agree that within 230 days from the date of acceptance of this Grant Offer, the Sponsor will receive bids for Reconstruct T-Hangar Apron and Terminal Apron contained within the Grant description. If, after the Sponsor has received bids, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000.00 or five percent (5%), whichever is greater based on the actual bid prices received, the FAA can issue a letter to the Sponsor unilaterally reducing the maximum obligation. The Sponsor understands that amendment calculations will then be limited by this reduced maximum obligation.

26. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[1]

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

Glenn Boles
Glenn Boles (Aug 9, 2021 07:26 CDT)

(Signature)

Glenn Boles

(Typed Name)

Manager, AR/OK Airports District Office

(Title of FAA Official)

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[2]

Dated _____

City of Clinton
(Name of Sponsor)

_____
(Signature of Sponsor's Authorized Official)

By: _____
(Typed Name of Sponsor's Authorized Official)

Title: _____
(Title of Sponsor's Authorized Official)

[2] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, , acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Oklahoma. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State, the FAA Reauthorization Act of 2018 (Public Law Number 115-254); Title 49 U.S.C., Chapters 471 and 475; 49 U.S.C. §§ 40101, et seq., and 48103; and the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L), as further amended by the American Rescue Plan Act of 2021 (Public Law 117-2). In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[3]

Dated at _____

By: _____
(Signature of Sponsor's Attorney)

Robert Johnston

From: Toby Baker <TBaker@parkhill.com>
Sent: Friday, August 13, 2021 2:28 PM
To: Robert Johnston
Cc: Tracy Yoder; Amy Jones
Subject: CEC to Parkhill Contract Assignment
Attachments: Clinton.pdf

Robert,

Please find attached the Assignment instrument between CEC and Parkhill, executed by both parties.

Is there still time to get it on the 8/17 meeting?

It's important to note that the assignment of the contract will cost the City nothing more than planned, as only the un-invoiced portion of CEC's contract is being assigned.

If you have any questions, please don't hesitate to let me know. If the agreement meets the City's approval, please have the Mayor sign on page 5.

Thanks,

Toby Baker, PE
Civil Engineer

Parkhill
TBaker@parkhill.com

Please note that our email domain and website have changed to Parkhill.com.

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "**Assignment**"), dated as of the 17th day of August, 2021 (the "**Effective Date**"), by and between **CEC CORPORATION**, an Oklahoma for-profit corporation doing business at 4555 West Memorial Road, Oklahoma City, Oklahoma 73142 ("**Assignor**") and **PARKHILL, SMITH & COOPER, INC.**, a Texas corporation doing business at 4222 85th Street, Lubbock, Texas 79423 and registered as a foreign corporation under the laws of the State of Oklahoma ("**Assignee**").

WHEREAS, Assignor now desires to assign, transfer, set over and deliver to Assignee, and Assignee now desires to assume the duties and obligations of Assignor, of all of Assignor's rights, title and interest in and to certain contracts or agreements for the performance of professional services (hereinafter referred to as the "**Assumed Contracts**") (as more particularly described in "**Exhibit A**" attached hereto and incorporated herein by this reference);

NOW, THEREFORE, in consideration of the sum of Ten Dollars ($10.00), in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Assignment. Assignor does hereby absolutely, irrevocably and unconditionally assign, transfer, set over and deliver unto Assignee as of the Effective Date all of the Assignor's right, title and interest, if any, in and to the Assumed Contracts, including but not limited to any warranties, architectural or engineering plans and specifications, documentation or development rights that exist as of the date of this Assignment, and any and all rights in and to the services or other work to be performed in relation thereto.

2. Acceptance and Assumption. As of the Effective Date, Assignee hereby absolutely, irrevocably, and unconditionally assumes and agrees to discharge and perform the obligations of Assignor arising on, under or in relation to the Assumed Contracts as and when the same shall become due, but only to the extent that said obligations accrue on or after the Effective Date.

3. Exclusions. Notwithstanding anything to the contrary contained herein, it is expressly understood that, except for the Assumed Contracts expressly assumed pursuant to Section 2 herein above, Assignee is not assuming and shall not be obligated to pay or perform, and Assignors shall remain obligated for, any other liability or obligation of any kind or nature (whether accrued, contingent or absolute) of Assignors or in relation to the Assumed Contracts.

4. Status of Work Completed and Amount Billed. Assignor and Assignee hereby acknowledge and affirm that each has reviewed the terms of the Assumed Contract and the progress of the work performed and amounts billed by Assignor in connection therewith as of the Effective Date. Prior to the Effective Date, Assignor has billed and collected all amounts for the work performed in connection with the Assumed Contract and Assignee anticipates that it will bill and collect the remaining $31,300 for the work to be completed. For purposes of clarification, without limitation to the terms set forth herein, those certain tasks yet to be performed by Assignor or to be performed by Assignee on or after the Effective Date shall be described on "**Exhibit B**", attached hereto and incorporated herein by this reference.

5. Assignor's Commission. As additional consideration for the terms set forth in this Assignment, within three (3) business days of the date of Assignee's receipt of a properly executed draft of this Assignment as well as all third-party consents required hereunder, Assignee shall pay to Assignor by negotiable instrument or wire transfer an amount equal to Three Thousand, One Hundred Thirty and No/100 Dollars ($3,130.00) as a commission for the fees anticipated to be received by Assignee after the Effective Date. Assignee shall pay this amount to Assignor in accordance with such instructions for payment as are reasonably provided by Assignor at the time of execution of the agreement by all parties.

6. **Mutual Indemnity. Assignee shall defend, indemnify and hold harmless Assignor from and against any and all Claims asserted against or incurred by Assignor as a result of any acts or omissions, from and after the Effective Date, in connection with the Assumed Contracts assigned herein. "Claims" means claims, demands, causes of action, losses, damages, liabilities, judgments, costs and expenses (including attorneys' fees, whether suit is instituted or not). Assignor shall defend, indemnify and hold harmless Assignee from and against any and all Claims asserted against or incurred by Assignor as a result of any acts or omissions, prior to the Effective Date, in connection with the Assumed Contracts assigned herein.**

7. Binding Effect; Successors and Assigns; Governing Law. This Assignment shall be (a) binding upon, and inure to the benefit of, the parties to this Assignment and their respective heirs, legal representatives, successors and assigns, and (b) construed in accordance with the laws of the State of Oklahoma, without regard to the application of choice of law principles (whether of the State of Oklahoma or any other jurisdiction).

8. Counterparts; Electronic Signatures. This Assignment may be executed in multiple counterparts (including by means of telecopy, facsimile, or PDF signature pages), any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Assignment and Assumption Agreement has been signed, sealed and delivered by the parties as of the date first above written.

ASSIGNOR:

CEC CORPORATION, an Oklahoma corporation

Signed: _____

Printed: Douglas Glenn

Title: President

STATE OF OKLAHOMA §
§
COUNTY OF Tulsa §

This instrument was acknowledged before me on 8-13, 2021, by Doug Glenn in his or her capacity as President of **CEC CORPORATION**, on behalf of said corporation.

Lynda Crowley
Notary Public, State of Oklahoma

LYNDA CROWLEY
NOTARY PUBLIC
Commission # 06005364
My Commission Expires 06-01-2022
STATE OF OKLAHOMA

ASSIGNEE:

PARKHILL, SMITH & COOPER, INC., a Texas corporation

By: _____
JAY M. EDWARDS, President

STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

This instrument was acknowledged before me on August 11, 2021, by **JAY M. EDWARDS**, in his capacity as President of **PARKHILL, SMITH & COOPER, INC.**, on behalf of said corporation.

ILENA CARRASCO
Notary Public,
State of Texas
Comm. Expires 05-30-2023
Notary ID 132031433

Online Notary Public.

Ilena Carrasco

Notary Public, State of Texas

CONSENT TO ASSIGNMENT

Effective as of the Effective Date, the undersigned, on behalf of themselves or on behalf of the contracting party or parties referenced in the Assumed Contract described on **Exhibit A**, attached hereto, hereby (i) consents to the assignment effected hereby, (ii) agrees to recognize Assignee as the service provider or engineer under the Assumed Contract and thereby establish direct privity of contract with Assignee, and (iii) agrees to fully release Assignor from any and all obligations owned in connection with said Assumed Contract, other than those obligations accruing or arising prior to the Effective Date, and seek satisfaction of any and all of the obligations under the Assumed Contract, including but not limited to the performance of services described therein, from Assignee exclusively.

THE CITY OF CLINTON

Signed: _____

Printed: _____

Title: _____

EXHIBIT A

All references to the term "Assumed Contract" or "Assumed Contracts" shall exclusively mean those certain contracts or agreements as expressly set forth herein below:

1. Standard Form of Agreement between Owner and Engineer for Professional Services – The City of Clinton and CEC Corporation – Clinton Regional Airport – Airport Consulting Services dated March 3, 2020, as amended, including by Amendment No. 2 to Owner-Engineer Agreement dated December 15, 2020.

EXHIBIT B

1. OAC Grant Administration - $4,800.00

2. Engineering Plans and Specifications - $26,500.00

CITY OF CLINTON
PAC CLINTON LAKE
August 10, 2021
2:00 P.M.

BIDDER	BID AMOUNT
Downey Contracting, LLC	1,578,376.00
Wynn Co.	913,000.00
Walters-Morgan Const., Inc	897,000.00

Eng Est. 1,280,000.00

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

This Agreement is entered into this _____ day of August, 2021, between the City of Clinton, a municipal corporation, hereinafter referred to as "CITY" and Independent School District No. 99 of Custer County, Oklahoma a/k/a Clinton Public Schools, hereinafter referred to as "CPS". Together, CITY and CPS shall be referred to as the "Parties".

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

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

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

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

NOW, THEREFORE, IN CONSIDERATION of One Dollar ($1.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and the mutual covenants and agreements contained herein, the parties agree as follows:

I.

TERM OF THE AGREEMENT

1. The term of this Agreement shall be for an initial period of five years, subject to the annual appropriation of funds by the Parties, beginning with the 2021/2022 school year for the Clinton Public Schools. Subject to the appropriation of funds by the Parties, this Agreement shall be renewed automatically for subsequent five year terms.

II.

SCOPE OF AGREEMENT

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

2. The CITY shall provide at least one (1) employees all of which will be certified, commissioned police officers of the City of Clinton Police Department for the School Resource Officer Program to be assigned as to the security of CPS school facilities under the terms of this agreement.

3. The CITY agrees that the vehicles utilized by the School Resource Officers shall be marked, fully equipped Clinton Police Department patrol cars. One marked vehicle will be present at each school while a School Resource Officer is on duty at that location.

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

III.

COMPENSATION

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

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

   a. An annual fee for the period of July 1, 2021 through June 30, 2022 a total of $35,000.00. Payment shall be made quarterly in advance of the Services.

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

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

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

IV.

INDEPENDENT CONTRACTOR

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

of their School Resource Officer duties, and shall not be considered in any manner to be CPS employees.

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

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

V.

ADDITIONAL PERSONNEL

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

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

VI.

GENERAL DUTIES

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

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

2. School Resource Officers, during the summer months while school is not in session, shall be assigned by the CPD to complete training and to other police department responsibilities. School

Resource Officers shall also be available for events in the schools during the summer upon notice from CPS.

VII.

INSURANCE

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

VIII.

TERMINATION AND ASSIGNMENT

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

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

IX.

DISPUTE RESOLUTION AND VENUE

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

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

X.

NOTICES

1. Any notice to be given by CITY to CPS hereunder shall be deemed to be properly served if deposited in the United States mail, postage prepaid, addressed to: Superintendent, Clinton Public Schools, _____, Clinton, Oklahoma, 73601.

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

XI.

SEVERABILITY

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

XII.

HOLD HARMLESS CLAUSE

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

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

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

XIII.

ENTIRE AGREEMENT

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

Executed this _____ day of _____, 2021.

CITY OF CLINTON

By_____
David Berrong, Mayor

CLINTON PUBLIC SCHOOLS

By_____
_____, President
Board of Education

ATTEST:

_____
City Clerk

ATTEST:

_____
_____, Clerk
Board of Education

Attachment A

School Resource Officer (SRO) Duties

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

2. The Principal, or designee, shall retain authority regarding all school issues. The SRO shall determine all law enforcement issues. The SRO shall communicate with the Principal regarding all law enforcement incidents on the campus or at school related activities. The SROs are solely responsible to the Chief of Police but shall work directly and in cooperation with the Principal of the school to which they are assigned.

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

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

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

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

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

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

9. Except in an emergency, SROs should not be called away from their assigned school to handle incidents, as this may be disruptive to the teacher/SRO/student relationship. SROs may be contacted and may respond as soon as possible to assist CPD district officers when reasonable to assist with providing public safety.

10. SROs shall maintain a close liaison with the CPD officers around their assigned schools. They shall exchange information regarding suspects, incidents, and potential problems to ensure reasonably consistent enforcement from officer to officer to the extent permitted by law.

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

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

Attachment B

School Resource Officers and School Discipline

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

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

Responding to Student Misbehavior

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

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

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

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

Further Incidents

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

Student Rights

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

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

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

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

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

Accountability

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

- Number of incidents resulting in a juvenile arrest for conduct on school grounds or at a school-sponsored event, broken down by school; offense; arrestee's age, grade level, race, sex, and disability status; and disposition/result;

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

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

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

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

School Mission and SRO Role

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

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

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

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

Discretion of Law Enforcement

Nothing in this MOU is intended to limit the discretion of law enforcement. Officers responding to an incident or consulting with school officials are encouraged to use their discretion in determining the best course of action, especially when using alternatives to arrest. While the option to use the criminal justice system is available for many incidents, the totality of the circumstances should be taken into consideration and any less punitive alternatives that ensure the safety of the school community should be considered.

Professional Development

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

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

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

City of Clinton
LIBRARY ROOF
August 10, 2021
10:00 AM

BIDDER	BID AMOUNT
Nurnberg	$ 99668 00
Graco Rooting	$ 220,000 00
Heritage Hills Commercial Rooting	$ 63,450 00

(This item is placed on the agenda so the Authority, 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 items will be heard in regular order.)

PUBLIC NOTICE OF A REGULAR MEETING OF THE PUBLIC WORKS AUTHORITY TUESDAY, AUGUST 17, 2021 AT 5:30 PM CLINTON CITY HALL

AGENDA

Source listing: 08/17/21 Meetings
Original source: https://agendas.clintonok.gov/archive/2021/081721/launch.html
Original authority agenda: https://agendas.clintonok.gov/archive/2021/081721/AAAGENDA81721.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2021/081721/PWAAGENDA81721.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2021/081721/RMAGENDA81721.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2021/081721/SWAGENDA81721.htm

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

    A. Bo Vowell, Cumberland Presbyterian Church
    Donald Miller, Post Commander, American Legion, Post 41

2. CONSENT AGENDA

    A. Minutes of August 3, 2021 Regular Meeting

3. DISCUSSION, CONSIDERATION, AND POSSIBLE ACTION REGARDING:

    A. Acceptance of Bid for Powdered Activated Carbon (PAC) Feed Project at Clinton Lake Water Treatment Plant (17852 CDBG 20).

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

5. TRUSTEES' COMMENTS

6. CITY MANAGER'S COMMENTS

7. ADJOURN

Filed this 13th Day of August, 2021. Posted on the bulletin board in the lobby of the Clinton City Hall on August 13, 2021 at 5:00 p.m.

MINUTES OF CLINTON PUBLIC WORKS AUTHORITY MEETING
AUGUST 3, 2021

Minutes of the regular meeting of the Chairman and Trustees of the Clinton Public Works Authority City of Clinton, Oklahoma, Custer County, held in the City Council Room, City Hall on Tuesday, August 3, 2021, 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 July 30, 2021 at 5:00 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, Chris Jones
MANAGER: Robert Johnston
CITY TREASURER: Debra Blanchard
CITY ATTORNEY: Ryan Meacham
CITY CLERK: Amy Jones
NEWS MEDIA: Mike Smith, Kelcie Hartley
OTHERS: Gene McCullough, Toby Anders, Landon Dixon, Bobby Stewart, Samantha Aispuro, Paul Rinkel, and others.

Landon Dixon, Church of Christ Youth Pastor 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 July 6, 2021
B. Consider Claims
C. Supplemental budget appropriations to Carry Over Projects and Equipment Purchases Approved in FY 20-21 but Not Yet Completed.

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

Chairman put the motion to a roll call vote:

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

Chairman declared the motion carried.

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

Third extension of the Agricultural Lease with Ladd Hudgins for Property Adjacent to the Clinton Waste Water Treatment Plant.

City Manager Johnston presented the third extension of the agricultural lease with Ladd

Hudgins for property adjacent to the Clinton Waste Water Treatment Plant. He stated that the Agreements had been reviewed by both parties, signed by Mr. Hudgins and was ready for approval.

Motion was made by Trustee Jones and seconded by Trustee Dowdell to approve the third extension of the agricultural lease with Ladd Hudgins for property adjacent to the Clinton Waste Water Treatment Plant.

Chairman put the motion to a roll call vote:

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

Chairman declared the motion carried.

Extension of the Agricultural Lease with Jeff Davis for the Hudgins Property adjacent to the Clinton Waste Water Treatment Plant.

City Manager Johnston presented the extension of the agricultural lease with Jeff Davis for the Hudgins property adjacent to the Clinton Waste Water Treatment Plant. He stated that the agreements had been reviewed by both parties, signed by Mr. Davis and was ready for approval.

Motion was made by Trustee Jones and seconded by Trustee Dowdell to approve the extension of the agricultural lease with Jeff Davis for Hudgins property adjacent to the Clinton Waste Water Treatment Plant.

Chairman put the motion to a roll call vote:

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

Chairman declared the motion carried.

The Public Works Authority meeting was paused to call to order the Regular Meeting of the City Council prior to the Executive Session convening at 5:37 p.m.

Request for Executive Session for the Purpose of Confidential Communications Between a Public Body and Its Attorney Concerning a Pending Action if the Public Body, with the Advice of Its Attorney, Determines that Disclosure will Seriously Impair the Public Body Proceeding in the Public Interest, Pursuant to Title 25, Section 307(B)(4),Oklahoma Statutes – *Open Meeting Act*

The motion was made by Trustee Jones and seconded by Trustee Dowdell to move to Executive Session for the Purpose of Confidential Communications Between a Public Body and Its Attorney Concerning a Pending Action if the Public Body, with the Advice of Its Attorney, Determines that Disclosure will Seriously Impair the Public Body Proceeding in the Public Interest, Pursuant to Title 25, Section 307(B)(4),Oklahoma Statutes – *Open*

Meeting Act; and to invite the City Attorney Ryan Meacham and City Manager Robert Johnston to attend.

Chairman put the motion to a roll call vote:

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

Chairman declared the motion carried.

Reconvene to Regular Session

The motion was made by Trustee McComas and seconded by Trustee Lloyd to reconvene to regular session.

Chairman put the motion to a roll call vote:

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

Chairman declared the motion carried

Any Action(s) arising out of the Executive Session

No Action

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

None

AGENDA ITEM NO. 5: TRUSTEE COMMENTS

None

AGENDA ITEM NO. 6: CITY MANAGER COMMENTS

City Manager Johnston reminded the Council that bids for CDBG-PAC Project at Clinton Lake Water Treatment Plant would be opened on August 10, 2021. Mayor Berrong also introduced Ernesto Villaneuva to the audience as he will become a new Councilman on November 16 replacing Chris Jones.

AGENDA ITEM NO. 7: ADJOURNMENT

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

Chairman put the motion to a roll call vote:

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

Chairman declared the meeting adjourned at 6:14 p.m.

_____
Date Approved

_____
David D. Berrong, Chairman

(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, AUGUST 17, 2021 AT 5:30 PM CLINTON CITY HALL

AGENDA

Source listing: 08/17/21 Meetings
Original source: https://agendas.clintonok.gov/archive/2021/081721/launch.html
Original authority agenda: https://agendas.clintonok.gov/archive/2021/081721/AAAGENDA81721.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2021/081721/PWAAGENDA81721.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2021/081721/RMAGENDA81721.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2021/081721/SWAGENDA81721.htm

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

    A. Bo Vowell , Cumberland Presbyterian Church
    Donald Miller, Post Commander, American Legion, Post 41

2. CONSIDER APPROVAL OF CONSENT AGENDA

    A. Minutes from August 3, 2021 Regular Meeting

3. DISCUSSION, CONSIDERATION, AND POSSIBLE ACTION REGARDING:

    A. Execution of Grant Offer for Airport Improvement Program (AIP) Project No. 3-40-0021-018-2021 - Reconstruction of T-Hangar Apron and Airport Apron ;

    B. Consent to Assignment of Professional Engineering Services Agreement from CEC Corporation to Parkhill, Smith and Cooper, Inc.

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 13th Day of August, 2021. Posted on the bulletin board in the lobby of the Clinton City Hall on August 13, 2021 at 5:00 p.m.

MINUTES OF AIRPORT AUTHORITY MEETING
AUGUST 3, 2021

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, August 3, 2021, at 5:30p.m. A notice of this meeting with agenda was posted on the bulletin board in the lobby of Clinton City Hall on July 30, 2021 at 5:00 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, Chris Jones
MANAGER: Robert Johnston
CITY TREASURER: Debra Blanchard
CITY ATTORNEY: Ryan Meacham
CITY CLERK: Amy Jones
NEWS MEDIA: Mike Smith, Kelcie Hartley
OTHERS: Gene McCullough, Toby Anders, Landon Dixon, Bobby Stewart, Samantha Aispuro, Paul Rinkel, and others.

Landon Dixion, Church of Christ Youth Pastor 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 July 6, 2021
B. Consider Claims
C. Supplemental Appropriations to carry over Engineering Project Approved FY 20-21 not yet completed.

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

Chairman put the motion to a roll call vote:

Aye: Dowdell, McComas, Jones, Lloyd, 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: CITY MANAGER'S REPORT

City Manager Johnston stated to be aware that the airport improvement grants are moving forward.

AGENDA ITEM NO. 7: ADJOURNMENT

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

Chairman put the motion to a roll call vote:

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

Chairman declared the meeting adjourned at 5:33 p.m.

_____
Date Approved

_____
David D. Berrong, Chairman