(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, SEPTEMBER 21, 2021 AT 5:30 PM CLINTON CITY HALL

AGENDA

Source listing: 09/21/21 Meetings
Original source: https://agendas.clintonok.gov/archive/2021/092121/RMAGENDA092121.htm

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

    A. Jeff Johnson, Pastor, First Christian Church
    Donald Miller, Commander, American Legion Post 41

2. CONSIDER APPROVAL OF CONSENT AGENDA

    A. Minutes from 9/07/21 Regular Meeting ;

    B. Minutes from Economic Development Authority Special Meetings 8/10/21, 8/17/21, 8/24/21

3. DISCUSSION, CONSIDERATION, AND POSSIBLE ACTION REGARDING:

    A. Appointment of Donna Rother to the Board of Adjustments to Complete an Unexpired Term Ending 6/30/23 and the Planning Zoning Board to Complete an Unexpired Term Ending 6/30/22;

    B. Purchase of Five (5) New SCBAs for Clinton Fire Department (Capital Improvement Funded Expenditure);

    C. Resolution 927 Declaring Certain Clinton Fire Vehicles to be Surplus Property and Authorizing Disposal by Auction;

    D. Request from Clinton Economic Development Authority (CEDA) for Funding Not to Exceed $300,000 for Asbestos Abatement Expenses Related to the Redevelopment of the Former Glancy Motel Buildings;

    E. Authorize the Execution of Documents Related to the City's Application for American Recovery Plan Act (ARPA) Funds

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

5. COUNCIL COMMENTS

6. CITY MANAGER’S COMMENTS

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

8. ADJOURN

Filed this 17th Day of September, 2021. Posted on the bulletin board in the lobby of the Clinton City Hall on September 17, 2021 at 2:00 p.m.

_____

Not recorded

MINUTES OF THE CLINTON CITY COUNCIL MEETING
SEPTEMBER 7, 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, September 7, 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 September 2, 2021, at 5:00 p.m.

Mayor David Berrong called the meeting to order at 5:44 p.m. with the following present:

MAYOR: David Berrong
TRUSTEES: Patch McComas, Ernie Dowdell, Arthur Lloyd (ABSENT), Chris Jones
MANAGER: Robert Johnston
CITY TREASURER: Debra Blanchard
CITY ATTORNEY: Ryan Meacham
CITY CLERK: Amy Jones
NEWS MEDIA: Mike Smith, Kelcie Hartley-Wolfe
OTHERS: Gene McCullough, Toby Anders, Samantha Aispuro, Paul Rinkel, Ernesto Villaneuva, Anthony Moore, Crystobal Martinez, Leslie Martinez, Jose Martinez, William Gerstenkorn, Roland Mower, Damon Berryman, Robert Stewart, Donald Miller, Tyler Wolfe, Barbara Bracy, and others.

Brett Russell, Fire Chief opened the meeting with prayer and Donald Miller, Post Commander, American Legion Post 41 led the Pledge of Allegiance.

AGENDA ITEM NO. 2: CONSENT AGENDA

A. Minutes from August 17, 2021 Regular Meeting;

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

Chairman put the motion to a roll call vote:

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

Chairman declared the motion carried.

AGENDA ITEM NO. 3 PUBLIC HEAR REGARDING

A. Request to rezone the property at 900 S. 10th within the City of Clinton, Custer County, Oklahoma from General Commercial (C-4) to Heavy Commercial (C-5)

Mayor Berrong called the Public Hearing to order regarding the request to rezone the property at 900 S. 10th within the City of Clinton, Custer County, Oklahoma from General

Commercial (C-4) to Heavy Commercial (C-5) as forwarded from the Planning and Zoning Board. Mr. Crystobal Martinez property owner was present to answer questions. Mrs. Bracy spoke regarding neighborhood concerns about traffic issues, visibility, and the current overall appearance of the current business. Discussion was held regarding the information presented by Mr. Martinez and his plan for a used automobile sales lot. Samantha Aispuro and Billy Gerstenkorn commented favorably regarding Mr. Martinez request for rezoning. The Council expressed concerns regarding phone calls received about the rezoning of this property and the current condition of the property. The Council mentioned the need for more time for them to review the zoning ordinance.

Mayor ended the Public Hearing

AGENDA ITEM NO. 4 DISCUSSION, CONSIDERATION AND POSSIBLE ACTION ITEMS:

A. **Ordinance 1009 - Changing the Zoning of Real Property at 900 S. 10th Street within the City of Clinton, Custer County, Oklahoma from General Commercial (C-4) to Heavy Commercial (C-5) District ;**

The motion was made by Councilman Jones and seconded by Councilman McComas to table the request to rezone the property at 900 S. 10th within the City of Clinton, Custer County, Oklahoma from General Commercial (C-4) to Heavy Commercial (C-5) for 30 days while more information can be gathered regarding the request to insure all information is reviewed appropriately.

Chairman put the motion to a roll call vote:

Aye: McComas, Jones, Berrong
Nay: Dowdell

Chairman declared the motion carried.

B. **Emergency Provision of Ordinance No. 1009;**

No action taken.

C. **1733 Walton Road Condemnation.**

City Inspection Anders reported to the Council that the property at 1733 Walton Road is secured and the yard is being kept up. The property is still for sale at this time. Discussion was held by the Councilmen about the property's status.

The motion was made by Councilman McComas and seconded by Councilman Jones to table this condemnation of 1733 Walton Road property back in 30 days or the first meeting in October.

Chairman put the motion to a roll call vote:

Aye: McComas, Jones, Berrong
Nay: Dowdell

Chairman declared the motion carried.

D. Clinton Public Schools Request to Close Frisco Avenue from 5th Street to 10th Street for Homecoming Parade, Thursday, September 16, 2021, 7:00 p.m.

Chief of Police Rinkel brought as information to the Council that the Clinton Public Schools Request to Close Frisco Avenue from 5th Street to 10th Street for Homecoming Parade, Thursday, September 16, 2021, 7:00 p.m. He stated that he would be approving this request.

No action taken by Council Information only.

E. AIM Indian Territory request for parade and rally starting at 1198 Nowahy Avenue Noon Lions Park and ending at Clinton Police Department.

Chief of Police Rinkel presented the AIM Indian Territory request for parade and rally starting at 1198 Nowahy Avenue Noon Lions Park and ending at Clinton Police Department. He stated that he would be declining the initial request and presenting a different parade route that would not include walking down Gary Boulevard.

No action taken by Council Information only.

F. Powdered Activated Carbon (PAC) Feed Project at Clinton Lake Water Treatment Plant (17852 CDBG 20) Contract with Walters Morgan Construction, LLC

City Manager Johnston presented the Powdered Activated Carbon (PAC) Feed Project at Clinton Lake Water Treatment Plant (17852 CDBG 20) Contract with Walters Morgan Construction, LLC. Walters Morgan Construction, LLC was awarded the bid at the Council meeting on August 17, 2021 and now the contract for $897,000 is presented for approval.

The motion was made by Councilman Dowdell and seconded by Councilman McComas to approve the contract as presented Powdered Activated Carbon (PAC) Feed Project at Clinton Lake Water Treatment Plant (17852 CDBG 20) Contract with Walters Morgan Construction, LLC for the amount of $897,000.

Chairman put the motion to a roll call vote:

Aye: McComas, Jones, Berrong
Nay: Dowdell

Chairman 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 that to date minimal progress has been made on applying for the City's ARPA allocation as we await the State's direction. Mayor Berrong and he will be participating in the OML Annual Conference starting tomorrow; it is hoped that more information about ARPA will be obtained there and we can submit our application through the State's ARPA portal.

AGENDA ITEM NO. 8: ADJOURNMENT

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

Mayor put the motion to a roll call vote:

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

Mayor declared the meeting adjourned at 6:29 p.m.

_____
Date Approved

_____
David D. Berrong, Mayor

SPECIAL MEETING
CLINTON ECONOMIC DEVELOPMENT AUTHORITY
AUGUST 10, 2021

Minutes of the regular meeting of the Trustees of the Clinton Economic Development Authority of the City of Clinton, Oklahoma, Custer County, held in City Hall on Tuesday, August 10, 2021 at 4:30 p.m. A notice of this meeting with agenda was posted on the bulletin board in the lobby of Clinton City Hall on August 4, 2021 at 4:15 p.m.

TRUSTEES: Ken Baker, Keith Ventris, Max McKinsey, Canda Dupree,
EX OFFICIO: David Berrong
ED DIRECTOR: Roland Mower
CITY MANAGER: Robert Johnston
AUTHORITY TREASURER: Debra Blanchard
CITY CLERK: Amy Jones
NEWS MEDIA: Kelcie Hartley-Wolfe
OTHERS: Mart Tisdal, Luke Adams, Russ Meacham (phone)

AGENDA ITEMS

1. CALL TO ORDER

Chairman Ken Baker called the meeting to order at 4:32 p.m.

2. Consent Agenda

A. Consider minutes from the July 20, 2021 Special Meeting
B. Claims

Motion was made by Trustee Ventris and seconded by Trustee McKinsey to approve the Consent agenda as presented.

Chairman put the motion to a roll call vote:

Aye: McKinsey, Dupree, Meacham Ventris, Baker
Nay: None

Chairman declared the motion carried.

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

A. Update on the Acquisition of the Glancy Motel Property

Economic Development Director Roland Mowers reported to the Trustees regarding the current progress of the acquisition of the Glancy Motel Property. He stated that the request for extension of contracts for closing had been submitted. He also reported the

RFP's (request for proposal's) deadline is August 15 and will be available for review.

Information only no action taken.

B. Bid s for the Asbestos Abatement and/or Demolition of the former Glancy Motel and Pop Hicks Properties

Economic Developer Mower reported that four bids were received from K & M Dirt Service, LLC, Midwest Wrecking , M&M Wrecking, and Total Demolition, and Snyder Environmental and Construction, LLC. Discussion was held regarding the bids. Johnston explained that each bid had 4 bids that included asbestos abatement and demolition of Parcel A, asbestos abatement and demolition of Parcel B, asbestos abatement and demolition of parcel A & B, and asbestos abatement of parcel A & B for renovation. Midwest Wrecking had the lowest bid (See attachment). Discussion was held among the Trustees regarding the bids. The bids will be taken to the Council on August 17 for review.

Information only no action taken.

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

5. TRUSTEES' COMMENTS
None

6. DIRECTOR'S COMMENTS
None

7. ADJOURN

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

Chairman put the motion to a roll call vote:

Aye: McKinsey, Dupree, Ventris, Baker
Nay: None

Chairman declared the motion carried and the meeting adjourned at 4:42 p.m.

_____
Date Approved

_____
Ken Baker, Chairman

SPECIAL MEETING
CLINTON ECONOMIC DEVELOPMENT AUTHORITY
AUGUST 17, 2021

Minutes of the regular meeting of the Trustees of the Clinton Economic Development Authority of the City of Clinton, Oklahoma, Custer County, held in City Hall on Tuesday, August 17, 2021 at 4:30 p.m. A notice of this meeting with agenda was posted on the bulletin board in the lobby of Clinton City Hall on August 13, 2021 at 5:00 p.m.

TRUSTEES: Ken Baker, Keith Ventris, Max McKinsey
EX OFFICIO: David Berrong
ED DIRECTOR: Roland Mower
CITY MANAGER: Robert Johnston
AUTHORITY TREASURER: Debra Blanchard
CITY CLERK: Amy Jones
NEWS MEDIA: Kelcie Hartley-Wolfe
OTHERS: Mart and Marian Tisdal, Nancy Dowdell, Pat Cornell, Sue Cornell, Susie Simon, Russ Meacham (phone) and others.

AGENDA ITEMS

1. CALL TO ORDER

Chairman Ken Baker called the meeting to order at 4:32 p.m.

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

A. Proposals received for the Glancy/Pop Hicks Redevelopment and/or Renovation

Economic Development Director Roland Mower presented the two proposals received. The first proposal is from Matthew Blakeburn & Geoff Park and the second is from Rick Koch. Copies of the proposals were provided to the Trustees by Economic Developer Mower for review. Chairman Baker stated that he was excited to get two great proposals. Economic Developer Mower requested that we bring both parties in for a special meeting to present their proposals to the Authority and that will give additional time to review the proposals as well. Discussion was held regarding the future timelines of purchasing of the Glancy Property and presenting to Council.

The motion was made by Trustee Ventris and seconded by Trustee McKinsey to have Economic Developer Mower contact the parties and have each present their proposal to the Authority on August 24, 2021.

Chairman put the motion to a roll call vote:

Aye: McKinsey, Ventris, Baker
Nay: None

Chairman declared the motion carried

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

4. **TRUSTEES' COMMENTS**
None

5. **DIRECTOR'S COMMENTS**
None

6. **ADJOURN**

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

Chairman put the motion to a roll call vote:

Aye: McKinsey, Ventris, Baker
Nay: None

Chairman declared the motion carried and the meeting adjourned at 4:47 p.m.

_____
Date Approved

_____
Ken Baker, Chairman

SPECIAL MEETING
CLINTON ECONOMIC DEVELOPMENT AUTHORITY
AUGUST 24, 2021

Minutes of the regular meeting of the Trustees of the Clinton Economic Development Authority of the City of Clinton, Oklahoma, Custer County, held in City Hall on Tuesday, August 24, 2021 at 3:00 p.m. A notice of this meeting with agenda was posted on the bulletin board in the lobby of Clinton City Hall on August 19, 2021 at 5:00 p.m.

TRUSTEES: Ken Baker, Keith Ventris, Canda Dupree, Russ Meacham
EX OFFICIO: David Berrong
ED DIRECTOR: Roland Mower
CITY MANAGER: Robert Johnston
AUTHORITY TREASURER: Debra Blanchard
CITY CLERK: Amy Jones
NEWS MEDIA: Kelcie Hartley-Wolfe, Rod Serfoss
OTHERS: Anita Fransen, Jason Smith, and others.

AGENDA ITEMS

1. CALL TO ORDER

Chairman Ken Baker called the meeting to order at 3:04 p.m.

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

A. Proposals received for Redevelopment and/or Renovation of the Glancy/Pop Hicks properties.

i. Matthew Blakeburn and Geoff Park - The Glancy Motor Hotel and La Cholla Bar

Chairman Baker introduced Matthew Blakeburn and Geoff Park and asked them to present their proposal to the Authority and those present. Mr. Blakeburn and Mr. Park both introduced themselves. They then provided detailed information on their proposal for renovation of the Glancy Motor Hotel and La Cholla Bar. They detailed renovation, budget, and funding. The terms that were requested from the City were the deed to the property and the property would come as is, they are also looking into grants such as the Brownfield Grant and local CEDA funds available and other grants. They would need the City of Clinton to be a partner with the Brownfield Grant application. The project would be completed in four phases with phase one completed by May of 2022. Phase four would be the rebuild of the Pop Hicks Restaurant by May of 2025.

Chairman Baker thanked Matthew Blakeburn and Geoff Park for their thorough proposal and the work that was put into the presentation.

ii. Rick Koch - The Glancy Motor Hotel and Pop Hicks Restaurant

Chairman Baker introduced the Rick Koch and asked him to present his proposal to the Authority. Mr. Koch provided a brief introduction of himself. He then provided a detailed strategy of his plans for the Glancy Motor Hotel and the rebuilding of the Pop Hicks Restaurant. He stated that his goal would be to have the hotel and restaurant up and running in 18-24 months. It would all be completed at the same time. The terms requested from the City are to help acquire the adjacent property to complete the city block and a split of the asbestos abatement costs. He does not intend to pursue other grants.

Chairman Baker thanked Mr. Koch for his time and presentation of his proposal of the Glancy Motor Hotel and Pop Hick Restaurant.

B. Selection of the Development Partner for the Glancy Motel and Pop Hicks Property.

Chairman Baker thanked both parties for the proposals and the support of the City Clinton. Trustee Ventris stated that he appreciated the respect of history by both proposals and appreciated the effort that was displayed in the presentations. Trustee Meacham restated the terms as understood and presented by each proposal to give an opportunity for clarification.

The motion was made by Trustee Meacham and seconded by Trustee Ventris to recommend Rick Koch's proposal to the City Council for the development partner for the Glancy Motel and Pop Hicks property.

Chairman put the motion to a roll call vote:

Aye: Meacham, Dupree, Ventris, Baker
Nay: None

Chairman declared the motion carried

C. Acquisition of the Glancy Motel Property

Chairman Baker presented the acquisition of the Glancy Motel Property. Economic Developer Mower stated that the proposal would now go the City Council for approval and with there approval the Authority would move forward purchase of the Glancy Motel property.

The motion was made by Trustee Meacham and seconded by Trustee Ventris to move forward with the recommendation of the purchase of the Glancy Motel Property to the City Council and upon approval of the City Council to serve notice to the property Trustee.

Chairman put the motion to a roll call vote:

Aye: Meacham, Dupree, Ventris, Baker
Nay: None

Chairman declared the motion carried

D. Acquisition of the Pop Hicks Property

Chairman Baker presented the acquisition of the Pop Hicks Property to the Authority for approval. The propertied would be purchased contingent on the closing of the Glancy Motel Property.

The motion was made by Trustee Meacham and seconded by Trustee Ventris to approve the purchase of the Pop Hicks property contingent on the close of the Glancy Motel Property.

Chairman put the motion to a roll call vote:

Aye: Meacham, Dupree, Ventris, Baker
Nay: None

Chairman declared the motion carried

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

4. TRUSTEES' COMMENTS
None

5. DIRECTOR'S COMMENTS
None

6. ADJOURN

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

Chairman put the motion to a roll call vote:

Aye: McKinsey, Ventris, Baker
Nay: None

Chairman declared the motion carried and the meeting adjourned at 4:25 p.m.

_____

Date Approved

_____

Ken Baker, Chairman

Clinton
Hub City of Western Oklahoma

Agenda Commentary

Item Title/ Subject: Purchase of New MSA G1 air packs

Staff Source: Brett Russell

History/Background Information: We are needing to replace 5 of our SCBA's that are out of date.

These new SCBA's will match the new ones we received with our new Engine 2 years ago. We lost 5 older packs at our last annual testing. We didn't purchase any packs last year and we are trying to have our packs on an every other year rotation. The pricing is as follows:

(5) MSA G1 2216 psi SCBA:	$5808.00	$29,040.00
(5) MSA G1 face piece :	$355.00	$1,775.00
(5) Mask bag	$35.00	$175.00
(5) spare rechargeable battery	$335.00	$1675.00
	total	$32,665.00

This is a budgeted item. We budgeted $33,000.00 in our capital budget.

Thank you,

Brett A. Russell

"Providing protection for those who protect us"

Casco Industries, Inc.

3601 NW 10th
Oklahoma City, OK 73107
www.cascoindustries.com.
Office 405 945-0400
Fax 405 945-0401

Clinton Fire Dept.
8/17/2021

ITEM	PRICE	QTY	TOTAL
Statewide Contract Number – SW17241 **Category 2** **Line Item Number – 12** **Item ID Number – 1000031787** **Category Code - 46191607**			
MSA G1 2216 psi SCBA with the following: 4500 psi SCBA with double pull carrier/harness assembly Adjustable Swiveling lumbar pad Rechargeable Battery 30 min. 2216 psi carbon cylinder Push-to-Connect mask mounted regulator with G1 HUD With Clear Command Voice Amp With Integrated PASS 1st year flow test	$5,808.00	1	$5,808.00
MSA G1 Facepiece Fit Test with each mask purchased	$355.00	1	$355.00
Mask Bag	$35.00	1	$35.00
Rechargeable Battery Charger	$650.00	1	$650.00
Spare Rechargeable Battery	$335.00	1	$335.00

Prices good until October 25, 2021

Mark Richardson
Cell # - 580-467-4199
mrichardson@cascoindustries.com

Call Toll Free: 1-800-749-3552

Clinton
Hub City of Western Oklahoma

Agenda Commentary

Item Title/ Subject: Surplus of (4) fire units

Staff Source: Brett Russell

History/Background Information: The fire department would like to surplus the following units:

Truck 5: 1991 International wild-land truck with 1000 gallon tank.

BP101: 2008 Ford F350 V10 wild land truck with 300 gallon tank.

Old Rescue: 1997 Ford F350 this truck was originally loaned to Arapaho and they have given It back to us.

Command unit 6: 2005 Chevy Tahoe originally purchased from OHP retired units. This unit has sat for the last 3 years.

We are requesting permission to take these units over to Entz Equipment auction in November. They have a very good track record of getting good prices for used fire equipment.

Thank you,

Brett A. Russell

RESOLUTION 927

DECLARING CERTAIN CLINTON FIRE DEPARTMENT VEHICLES TO BE SURPLUS PROPERTY AND AUTHORIZING DISPOSAL BY AUCTION

WHEREAS, the Clinton Fire Department has identified four (4) vehicles, as listed on Attachment "A" to this Resolution, which have outlived their useful life and/or are no longer necessary or useful to the City at this time; and

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

WHEREAS, it is the determination of the Clinton City Council that it is in best interest of the City to dispose of the vehicles set forth in Exhibit "A" through an auction in an effort to obtain the best value for them.

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Clinton hereby authorizes the auction of the City-owned vehicles set forth in Exhibit "A" attached hereto.

PASSED AND APPROVED this _____ day of _____, 2021

_____

David D. Berrong, Mayor

ATTEST:

_____

Amy E. Jones, City Clerk

EXHIBIT A

Truck 5 1991 International	VIN	1HTSDNGNXMH355828
BP 101 2008 Ford	VIN	1FDWF37Y38EC88547
Old Rescue 1997 Ford	VIN	1FDLF47F7VEB85229
Tahoe Command 2005 Chevrolet	VIN	1GNEK13Z15R182043

CORONAVIRUS LOCAL FISCAL RECOVERY FUND - NON-ENTITLEMENT UNITS (NEUs)

BUDGET ATTESTATION

I, David Berrong, am the authorized representative of **City of Clinton**, and I certify that:

☒ Yes, I agree to be a recipient of Coronavirus State and Local Fiscal Recovery Funds and receive my funding allocation. Further:

- In accepting these funds, I acknowledge on behalf of my organization that we are considered a prime recipient of the U.S. Department of the Treasury, and that the State is not responsible for monitoring compliance with use of funds beyond distributing and collecting signed copies of the award terms and conditions and assurances of compliance with Title VI of the Civil Rights Act of 1964.
- My total budget (defined as the annual total operating budget, including general fund and other funds, in effect as of January 27, 2020) or top-line expenditure total (in exceptional cases in which the NEU does not adopt a formal budget) is **$16,452,157.00** .

  [1]For multi-year budgets without year-by-year breakouts, NEUs should report a straight annualized average of the multi-year budget.
- This number may be verified against a copy of the appropriate budget documents submitted in my first report to the U.S. Department of the Treasury.
- If my total allocation is found to be more than 75 percent of my reference budget, the State of Oklahoma will return the amount of the allocation in excess of my reference budget to the U.S. Department of the Treasury.

☐ No, I decline to be a recipient of my funding allocation of Coronavirus State and Local Fiscal Recovery Funds and request these funds be returned to the State.

David D. Berrong	Mayor
Authorized Representative Printed Name	Title
Authorized Representative Signature	Date

OMB Approved No. 1505-0271
Expiration Date: November 30, 2021

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address:	DUNS Number:
David Berrong, Mayor PO BOX 1177 CLINTON, OK 73601-1177	Taxpayer Identification Number: Assistance Listing Number: **21.027**

Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient: David D. Berrong, Mayor

Authorized Representative:Title:

Date signed:

U.S. Department of the Treasury:

Authorized Representative:

Title:

Date:

PAPERWORK REDUCTION ACT NOTICE
The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.
   a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

   b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.

3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.

4. Maintenance of and Access to Records
   a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

   b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.

   c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

b. Federal regulations applicable to this award include, without limitation, the following:

i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.
    a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.

    b. Any debts determined to be owed the federal government must be paid promptly by

Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.
    a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

    b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.
    a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

    b. The list of persons and entities referenced in the paragraph above includes the following:
        i. A member of Congress or a representative of a committee of Congress;
        ii. An Inspector General;
        iii. The Government Accountability Office;
        iv. A Treasury employee responsible for contract or grant oversight or management;
        v. An authorized official of the Department of Justice or other law enforcement agency;
        vi. A court or grand jury; or
        vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

    c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

OMB Approved No. 1505-0271
Expiration Date: November 30, 2021

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the "Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient's program(s) and activity(ies), so long as any portion of the Recipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit http://www.lep.gov.

4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.

5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

   The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.

7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.

8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.

9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other

agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

City of Clinton

_____ _____

Recipient Date

_____

Signature of Authorized Official

_____ _____

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.