PUBLIC NOTICE OF A REGULAR MEETING
OF THE PUBLIC WORKS AUTHORITY
TUESDAY, MARCH 17, 2015 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Source listing: 03/17/15 Meetings
Original source: https://agendas.clintonok.gov/archive/2015/031715/launch.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2015/031715/council.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2015/031715/publicwork.htm
Original reference document: https://agendas.clintonok.gov/archive/2015/031715/PUBLICHEARING.pdf

1. Call to Order
2. Opening Prayer /Pledge
3. Consent Agenda Bill Hough, Ministerial Alliance
    A. Consider Approval of Minutes on March 3, 2015
4. Action Items:
    A. Consider and take action on Utility Easements for Canute Waterline
5. Trustee's Report
6. City Manager's Report
7. Audience Participation
8. Adjournment
    A. Proceed to City Council Agenda

Filed this 13th day of March, 2015. Posted on the bulletin board in the lobby of the Clinton City Hall on March 13, 2015 at 1:30 p.m.

_____

Not recorded

MINUTES OF CLINTON PUBLIC WORKS AUTHORITY MEETING
MARCH 3, 2015

Minutes of the regular meeting of the Chairman and Trustees of the Clinton Public Works Authority of Clinton, Oklahoma, Custer County, held in the City Council Room, City Hall on Tuesday, March 3, 2015, 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 February 27, 2015.

Chairman Seth Adams called the meeting to order with the following present;

MAYOR: Seth Adams
COUNCIL: Don Rodolph, Jason Hulin, Lucas Martinez, Wheeler Lowry
CITY MANAGER: Mark Skiles
CITY CLERK: Lisa Anders
CITY TREASURER: Debra Blanchard
DEPUTY CLERK: Lisa Anders
CITY ATTORNEY: Ryan Meacham
NEWS MEDIA: Rod Serfoss and Corianne Fairchild
OTHERS: Jeremy Brush, Gene McCullough, Conan Wilson, Donald Webb, Cheryl McCullers, Bill Hough, Jim Holmes, Mary Helen Jones, David Crabtree and others.

Dan Day of the Ministerial Alliance opened the meeting with prayer and Trustee Wheeler Lowry led the Pledge of Allegiance.

AGENDA ITEM NO. 3: CONSENT AGENDA

A. Minutes of Regular Meeting of February 17, 2015
B. Consider Claims

Moved by Trustee Lowry and seconded by Trustee Hulin that Consent Agenda Item No. 3 (a-b) be approved.

Chairman put the motion to a roll call vote:

Aye: Lowry, Hulin, Martinez, Rodolph, Adams
Nay: None

Chairman declared the motion carried.

AGENDA ITEM NO. 4 ACTION ITEMS

4A. CONSIDER PAYMENT TO JOHNNIE DIXON FOR SITE LOCATION FEE AS PER CONTRACT

City Manager Mark Skiles explained that the contract with Johnnie Dixon includes for a payment of $50,000.00 for well relocation fee and surface damages. A claim for $55,000.00 is listed on the claims list and would be funded from the 2014 Bond proceeds.

Motion was made by Trustee Rodolph and seconded by Trustee Martinez to approve payment to Johnnie Dixon for site location fees and surface damages.

Chairman put the motion to a roll call vote.

Aye: Rodolph, Martinez, Hulin, Rodolph, Adams
Nay: None

Chairman declared the motion carried.

4B. CONSIDER AND TAKE ACTION ON FARMRAIL AGREEMENT

City Manager Mark Skiles explained that the agreement is for the Dixon well line to the 24 inch water line. He explained that City Attorney Ryan Meacham had worked with Farmrail representatives on the agreement.

City Attorney Ryan Meacham said the original agreement presented by FarmRail was a standard agreement but the insurance requirements had to be adjusted. He said the agreement calls for a payment of $700.00 and the easements runs the length of the railroad to the waterline.

Motion was made by Trustee Hulin and seconded by Trustee Rodolph to approve the agreement with FarmRail.

Chairman put the motion to a roll call vote:

Aye: Hulin, Rodolph, Martinez, Lowry, Adams
Nay: None

Chairman declared the motion carried.

AGENDA ITEM NO. 5 TRUSTEE REPORT

Trustee Rodolph said the output of the well is close to what the engineers had projected. He said they had hoped for 400,000 to 500,000 per day and the last test showed 418,700 gallons per day.

City Manager Mark Skiles said the well could be reworked due to sand not being able to go to the reverse osmosis plant.

Trustee Rodolph said the water is pure with no nitrates. He suggested looking for additional well sites on the Dixon property.

City Manager Skiles said that topic has been discussed and Dixon is agreeable. He said discussion about test holes is ongoing also. He said the waterline is big enough to handle additional water.

Jeromy Brush explained that reworking the well means additional development to create movement in the gravel pack.

AGENDA ITEM NO. 6: MANAGER'S REPORT

City Manager Mark Skiles reported that the Dixon pump test showed 396,000 gallons per day. He said negotiations are ongoing with other property owners. He also reported that information regarding the golf course has been submitted to Department of Environmental Quality.

AGENDA ITEM NO. 7: AUDIENCE PARTICIPATION

None

AGENDA ITEM NO. 8: ADJOURNMENT

Moved by Trustee Hulin and seconded by Trustee Martinez to adjourn the meeting.

Chairman put the motion to a roll call vote:

Aye: Hulin, Martinez, Rodolph, Adams
Nay: None

Chairman declared the meeting adjourned at 5:45 p.m.

UTILITY EASEMENT

This Agreement made and entered into this ___ day of _____, 20__, by **Jerry Wade Spitz,** a single person, the owner of the legal and equitable title to the described premises, "Grantor," in consideration of the sum of TEN THOUSAND and NO/100THS DOLLARS ($10,000.00) and other good and valuable consideration duly paid by the Clinton Public Works Authority, the receipt of which is acknowledged, do grant and convey to **Clinton Public Works Authority**, an Oklahoma Public Trust, "Grantee," a perpetual easement through, over, under and across and warrant the title to the following described real property and premises situated in Washita County, State of Oklahoma:

> The East 25 feet of the Northeast Quarter (NE/4) of Section 24, Township 11 North, Range 20 W.I.M., Washita County, Oklahoma,

for the purpose of permitting the Clinton Public Works Authority to construct a water line through, over, under, and across the property, together with all necessary and convenient appurtenances on the premises; and to use and maintain the same and of affording Clinton Public Works Authority, its officers, agents, employees, and all persons under contract with it, the right to enter upon the premises and strip of land for the purpose of surveying, excavating for, laying, constructing, operating, repairing, relaying, replacing, and maintaining the sewer line, and for the further purpose of enabling the Clinton Public Works Authority to do any and all convenient things incident to the construction, operation, repairing, and maintaining of the sewer line. It is further understood and agreed that the Clinton Public Works Authority, and its officers, agents, employees, and all persons under contract with it shall have the right during the construction of the sewer line to the use of an additional working area or strip of land described as:

> The East 50 feet of the Northeast Quarter (NE/4) of Section 24, Township 11 North, Range 20 W.I.M., Washita County, Oklahoma,

for the purpose of operating machinery, depositing spoil from excavation in the construction of the sewer line and for all other necessary and reasonable uses in connection with the construction of the sewer line.

As additional consideration, Grantee shall install, at the request of Grantor a water tap and 3/4" meter, for the use and benefit of Grantor, at a location identified by Grantor. Water shall be billed at a rate half the cost of the water rate established by Grantee for "outside of city limits water rates".

TO HAVE AND TO HOLD the easement and right-of-way to Clinton Public Works Authority, an Oklahoma Public Trust, its successors and assigns, forever.

Executed on the day and year written above.

By:_____
Jerry Wade Spitz

ACKNOWLEDGMENT

State of Oklahoma,
:ss
County of _____,

Before me, the undersigned, a Notary Public in and for said County and State on this ___ day of _____, 2015, personally appeared Jerry Wade Spitz, individually to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

_____
Notary Public

My Commission expires:

_____

My Commission number:

_____

UTILITY EASEMENT

This Agreement made and entered into this ___ day of _____, 20__, by **Ricky K. Dean and Cheryl A. Dean, husband and wife,** the owner of the legal and equitable title to the described premises, "Grantor," in consideration of the sum of ONE THOUSAND TWO HUNDERD EIGHTEEN and 94/100THS DOLLARS ($1,218.94) and other good and valuable consideration duly paid by the Clinton Public Works Authority, the receipt of which is acknowledged, do grant and convey to **Clinton Public Works Authority**, an Oklahoma Public Trust, "Grantee," a perpetual easement through, over, under and across and warrant the title to the following described real property and premises situated in Washita County, State of Oklahoma:

> The East 25 feet of a tract of land in the Southeast Quarter of Section 24, Township 11 North, Range 20 West of the Indian Meridian, Washita County, Oklahoma, being described by metes and bounds as follows: Beginning at a point 536.00 feet South of the Northeast corner of said Southeast Quarter; thence South along the East line of said Southeast Quarter a distance of 321.80 feet; thence N 61 °50'37"W, a distance of 307.00 feet; thence N.56°49'40"E, a distance of 323.37 feet to the point of beginning containing 0.9998 acre

for the purpose of permitting the Clinton Public Works Authority to construct a water line through, over, under, and across the property, together with all necessary and convenient appurtenances on the premises; and to use and maintain the same and of affording Clinton Public Works Authority, its officers, agents, employees, and all persons under contract with it, the right to enter upon the premises and strip of land for the purpose of surveying, excavating for, laying, constructing, operating, repairing, relaying, replacing, and maintaining the sewer line, and for the further purpose of enabling the Clinton Public Works Authority to do any and all convenient things incident to the construction, operation, repairing, and maintaining of the sewer line. It is further understood and agreed that the Clinton Public Works Authority, and its officers, agents, employees, and all persons under contract with it shall have the right during the construction of the sewer line to the use of an additional working area or strip of land described as:

> The East 50 feet of a tract of land in the Southeast Quarter of Section 24, Township 11 North, Range 20 West of the Indian Meridian, Washita County, Oklahoma, being described by metes and bounds as follows: Beginning at a point 536.00 feet South of the Northeast corner of said Southeast Quarter; thence South along the East line of said Southeast Quarter a distance of 321.80 feet; thence N 61 °50'37"W, a distance of 307.00 feet; thence N.56°49'40"E, a distance of 323.37 feet to the point of beginning containing 0.9998 acre

for the purpose of operating machinery, depositing spoil from excavation in the construction of the sewer line and for all other necessary and reasonable uses in connection with the construction of the sewer line.

As additional consideration, Grantee shall install, at the request of Grantor a water tap

and 3/4" meter, for the use and benefit of Grantor, at a location identified by Grantor. Water shall be billed at a rate half the cost of the water rate established by Grantee for "outside of city limits water rates".

TO HAVE AND TO HOLD the easement and right-of-way to Clinton Public Works Authority, an Oklahoma Public Trust, its successors and assigns, forever.

Executed on the day and year written above.

By:_____
Ricky K. Dean

By:_____
Cheryl A. Dean

ACKNOWLEDGMENT

State of Oklahoma,
:ss
County of _____,

Before me, the undersigned, a Notary Public in and for said County and State on this ___ day of _____, 2015, personally appeared Ricky K. Dean and Cheryl A. Dean, Husband and Wife, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

_____
Notary Public

My Commission expires:

_____

My Commission number:

_____

UTILITY EASEMENT

This Agreement made and entered into this ___ day of _____, 20__, by **Gwendolyn F. Edler**, a single person as a life tenant; and remaindermen **Chris Edler,** dealing in separate property; **Pat Jackson,** dealing in separate property; **Stephen Edler,** dealing in separate property; **Pam Morey,** dealing in separate property; **DeAnna Jordan,** dealing in separate property; and **LeAnna Patton;** and **Jimmy Brewer and Becky Brewer,** husband and wife as joint tenants the owner of the legal and equitable title to the described premises, "Grantor," in consideration of the sum of TEN THOUSAND and NO/100THS DOLLARS ($10,000.00) and other good and valuable consideration duly paid by the Clinton Public Works Authority, the receipt of which is acknowledged, do grant and convey to **Clinton Public Works Authority**, an Oklahoma Public Trust, "Grantee," a perpetual easement through, over, under and across and warrant the title to the following described real property and premises situated in Washita County, State of Oklahoma:

> The East 25 feet of the Southeast Quarter (SE/4) of Section 25, Township 11 North, Range 20 W.I.M., Washita County, Oklahoma.

for the purpose of permitting the Clinton Public Works Authority to construct a water line through, over, under, and across the property, together with all necessary and convenient appurtenances on the premises; and to use and maintain the same and of affording Clinton Public Works Authority, its officers, agents, employees, and all persons under contract with it, the right to enter upon the premises and strip of land for the purpose of surveying, excavating for, laying, constructing, operating, repairing, relaying, replacing, and maintaining the sewer line, and for the further purpose of enabling the Clinton Public Works Authority to do any and all convenient things incident to the construction, operation, repairing, and maintaining of the sewer line. It is further understood and agreed that the Clinton Public Works Authority, and its officers, agents, employees, and all persons under contract with it shall have the right during the construction of the sewer line to the use of an additional working area or strip of land described as:

> The East 50 feet of the Southeast Quarter (SE/4) of Section 25, Township 11 North, Range 20 W.I.M., Washita County, Oklahoma.

for the purpose of operating machinery, depositing spoil from excavation in the construction of the sewer line and for all other necessary and reasonable uses in connection with the construction of the sewer line.

As additional consideration, Grantee shall install at the request of Grantor a water tap and 3/4" meter, for the use and benefit of Grantor, at a location identified by Grantor. Water shall be billed at a rate half the cost of the water rate established by Grantee for "outside of city limits water rates".

TO HAVE AND TO HOLD the easement and right-of-way to Clinton Public Works Authority, an Oklahoma Public Trust, its successors and assigns, forever.

Executed on the day and year written above.

By:_____
Gwendolyn F. Edler, as a life tenant

By:_____
Chris Edler, as a remainderman

By:_____
Pat Jackson, as a remainderman

By:_____
Stephen Edler, as a remainderman

By:_____
Pam Morey, as a remianderman

By:_____
DeAnna Jordan, as a remainderman

By:_____
LeAnna Patton, as a remainderman

By:_____
Jimmy Brewer, as a remainderman

By:_____
Becky Brewer, as a remainderman

ACKNOWLEDGMENT

State of Oklahoma,
:ss
County of _____,

This instrument was acknowledged before me on the _____day of _____by Gwendolyn F. Edler.

_____
Notary Public

My Commission expires:

_____

My Commission number:

_____

ACKNOWLEDGMENT

State of Oklahoma,

:ss

County of _____,

This instrument was acknowledged before me on the _____day of _____by Chris Edler.

_____

Notary Public

My Commission expires:

_____

My Commission number:

_____

ACKNOWLEDGMENT

State of Oklahoma,

:ss

County of _____,

This instrument was acknowledged before me on the _____day of _____by Pat Jackson.

_____

Notary Public

My Commission expires:

_____

My Commission number:

_____

ACKNOWLEDGMENT

State of Oklahoma,
:ss
County of _____,

This instrument was acknowledged before me on the _____day of _____by Stephen Edler.

_____
Notary Public

My Commission expires:

_____

My Commission number:

_____

ACKNOWLEDGMENT

State of Oklahoma,
:ss
County of _____,

This instrument was acknowledged before me on the _____day of _____by Pam Morey.

_____
Notary Public

My Commission expires:

_____

My Commission number:

_____

ACKNOWLEDGMENT

State of Oklahoma,

:ss

County of _____,

This instrument was acknowledged before me on the _____day of _____by DeAnna Jordan.

_____

Notary Public

My Commission expires:

_____

My Commission number:

_____

ACKNOWLEDGMENT

State of Oklahoma,

:ss

County of _____,

This instrument was acknowledged before me on the _____day of _____by LeAnna Patton.

_____

Notary Public

My Commission expires:

_____

My Commission number:

_____

ACKNOWLEDGMENT

State of Oklahoma,

:ss

County of _____,

This instrument was acknowledged before me on the _____day of _____by Jimmy Brewer.

_____

Notary Public

My Commission expires:

_____

My Commission number:

_____

ACKNOWLEDGMENT

State of Oklahoma,

:ss

County of _____,

This instrument was acknowledged before me on the _____day of _____by Becky Brewer.

_____

Notary Public

My Commission expires:

_____

My Commission number:

_____

UTILITY EASEMENT

This Agreement made and entered into this ___ day of _____, 20__, by **Mandell Greteman, Gail Snowder, and Deborah Elliot, as Joint Trustees of the Dolores Greteman Revocable Living Trust Dated September 17, 1996**, "Grantor," in consideration of the sum of _____($____,000.00) and other good and valuable consideration duly paid by the Clinton Public Works Authority, the receipt of which is acknowledged, do grant and convey to **Clinton Public Works Authority**, an Oklahoma Public Trust, "Grantee," a perpetual easement through, over, under and across and warrant the title to the following described real property and premises situated in Washita County, State of Oklahoma:

> The West 25 feet of the West Half (W/2) of Section 31, Township 11 North, Range 19 W.I.M., Washita County, Oklahoma.

for the purpose of permitting the Clinton Public Works Authority to construct a water line through, over, under, and across the property, together with all necessary and convenient appurtenances on the premises; and to use and maintain the same and of affording Clinton Public Works Authority, its officers, agents, employees, and all persons under contract with it, the right to enter upon the premises and strip of land for the purpose of surveying, excavating for, laying, constructing, operating, repairing, relaying, replacing, and maintaining the sewer line, and for the further purpose of enabling the Clinton Public Works Authority to do any and all convenient things incident to the construction, operation, repairing, and maintaining of the sewer line. It is further understood and agreed that the Clinton Public Works Authority, and its officers, agents, employees, and all persons under contract with it shall have the right during the construction of the sewer line to the use of an additional working area or strip of land described as:

> The West 50 feet of the West Half (W/2) of Section 31, Township 11 North, Range 19 W.I.M., Washita County, Oklahoma.

for the purpose of operating machinery, depositing spoil from excavation in the construction of the sewer line and for all other necessary and reasonable uses in connection with the construction of the sewer line.

As additional consideration, Grantee shall install, at the request of Grantor a water tap and 3/4" meter, for the use and benefit of Grantor, at a location identified by Grantor. Water shall be billed at a rate half the cost of the water rate established by Grantee for "outside of city limits water rates".

TO HAVE AND TO HOLD the easement and right-of-way to Clinton Public Works Authority, an Oklahoma Public Trust, its successors and assigns, forever.

Executed on the day and year written above.

By:_____
Mandell Greteman, as Joint Trustee

By:_____
Gail Snowder, as Joint Trustee

By:_____
Deborah Elliott, as Joint Trustee

ACKNOWLEDGMENT

State of Oklahoma,
:ss
County of _____,

This instrument was acknowledged before me on the _____day of _____by Mandell Greteman

_____
Notary Public

My Commission expires:

_____

My Commission number:

_____

ACKNOWLEDGMENT

State of Oklahoma,

:ss

County of _____,

This instrument was acknowledged before me on the _____day of _____by Gail Snowder.

_____

Notary Public

My Commission expires:

_____

My Commission number:

_____

ACKNOWLEDGMENT

State of Oklahoma,

:ss

County of _____,

This instrument was acknowledged before me on the _____day of _____by Deborah Elliott.

_____

Notary Public

My Commission expires:

_____

My Commission number:

_____

UTILITY EASEMENT

This Agreement made and entered into this ___ day of _____, 20__, by **Louis A. Spitz and Wyoma M. Spitz, as Trustees of the Spitz Family Trust, dated January 23, 2013,** the owner of the legal and equitable title to the described premises, "Grantor," in consideration of the sum of EIGHT THOUSAND SEVEN HUNDRED EIGHTY ONE and 6/100THS DOLLARS ($8,781.06) and other good and valuable consideration duly paid by the Clinton Public Works Authority, the receipt of which is acknowledged, do grant and convey to **Clinton Public Works Authority**, an Oklahoma Public Trust, "Grantee," a perpetual easement through, over, under and across and warrant the title to the following described real property and premises situated in Washita County, State of Oklahoma:

> The East 25 feet of the East Half (E/2) of Section 24, Township 11 North, Range 20 W.I.M., Washita County, Oklahoma; **less and except** a tract of land in the Southeast Quarter of Section 24, Township 11 North, Range 20 West of the Indian Meridian, Washita County, Oklahoma, being described by metes and bounds as follows: Beginning at a point 536.00 feet South of the Northeast corner of said Southeast Quarter; thence South along the East line of said Southeast Quarter a distance of 321.80 feet; thence N 61 °50'37"W, a distance of 307.00 feet; thence N.56°49'40"E, a distance of 323.37 feet to the point of beginning containing 0.9998 acres.

for the purpose of permitting the Clinton Public Works Authority to construct a water line through, over, under, and across the property, together with all necessary and convenient appurtenances on the premises; and to use and maintain the same and of affording Clinton Public Works Authority, its officers, agents, employees, and all persons under contract with it, the right to enter upon the premises and strip of land for the purpose of surveying, excavating for, laying, constructing, operating, repairing, relaying, replacing, and maintaining the sewer line, and for the further purpose of enabling the Clinton Public Works Authority to do any and all convenient things incident to the construction, operation, repairing, and maintaining of the sewer line. It is further understood and agreed that the Clinton Public Works Authority, and its officers, agents, employees, and all persons under contract with it shall have the right during the construction of the sewer line to the use of an additional working area or strip of land described as:

> The East 50 feet of the East Half (E/2) of Section 24, Township 11 North, Range 20 W.I.M., Washita County, Oklahoma; **less and except** a tract of land in the Southeast Quarter of Section 24, Township 11 North, Range 20 West of the Indian Meridian, Washita County, Oklahoma, being described by metes and bounds as follows: Beginning at a point 536.00 feet South of the Northeast corner of said Southeast Quarter; thence South along the East line of said Southeast Quarter a distance of 321.80 feet; thence N 61 °50'37"W, a distance of 307.00 feet; thence N.56°49'40"E, a distance of 323.37 feet to the point of beginning containing 0.9998 acres.

for the purpose of operating machinery, depositing spoil from excavation in the construction of

the sewer line and for all other necessary and reasonable uses in connection with the construction of the sewer line.

As additional consideration, Grantee shall install, at the request of Grantor a water tap and 3/4" meter, for the use and benefit of Grantor, at a location identified by Grantor. Water shall be billed at a rate half the cost of the water rate established by Grantee for "outside of city limits water rates".

TO HAVE AND TO HOLD the easement and right-of-way to Clinton Public Works Authority, an Oklahoma Public Trust, its successors and assigns, forever.

Executed on the day and year written above.

By:_____
Louis A. Spitz

By:_____
Wyoma M. Spitz

ACKNOWLEDGMENT

State of Oklahoma,

:ss

County of _____,

This instrument was acknowledged before me on the _____day of _____ by Louis A. Spitz and Wyoma M. Spitz, Trustees of the Spitz Family Trust, dated January 23, 2013.

_____

Notary Public

My Commission expires:

_____

My Commission number:

_____

UTILITY EASEMENT

This Agreement made and entered into this ___ day of _____, 20__, by **Layne D. Gunter and Ronate L. Gunter,** husband and wife as joint tenants the owner of the legal and equitable title to the described premises, "Grantor," in consideration of the sum of TEN THOUSAND and NO/100THS DOLLARS ($10,000.00) and other good and valuable consideration duly paid by the Clinton Public Works Authority, the receipt of which is acknowledged, do grant and convey to **Clinton Public Works Authority**, an Oklahoma Public Trust, "Grantee," a perpetual easement through, over, under and across and warrant the title to the following described real property and premises situated in Washita County, State of Oklahoma:

> The East 25 feet of the Northeast Quarter (NE/4) of Section 25, Township 11 North, Range 20 W.I.M., Washita County, Oklahoma.

for the purpose of permitting the Clinton Public Works Authority to construct a water line through, over, under, and across the property, together with all necessary and convenient appurtenances on the premises; and to use and maintain the same and of affording Clinton Public Works Authority, its officers, agents, employees, and all persons under contract with it, the right to enter upon the premises and strip of land for the purpose of surveying, excavating for, laying, constructing, operating, repairing, relaying, replacing, and maintaining the sewer line, and for the further purpose of enabling the Clinton Public Works Authority to do any and all convenient things incident to the construction, operation, repairing, and maintaining of the sewer line. It is further understood and agreed that the Clinton Public Works Authority, and its officers, agents, employees, and all persons under contract with it shall have the right during the construction of the sewer line to the use of an additional working area or strip of land described as:

> The East 50 feet of the Northeast Quarter (NE/4) of Section 25, Township 11 North, Range 20 W.I.M., Washita County, Oklahoma.

for the purpose of operating machinery, depositing spoil from excavation in the construction of the sewer line and for all other necessary and reasonable uses in connection with the construction of the sewer line.

As additional consideration, Grantee shall install, at the request of Grantor a water tap and 3/4" meter, for the use and benefit of Grantor, at a location identified by Grantor. Water shall be billed at a rate half the cost of the water rate established by Grantee for "outside of city limits water rates".

TO HAVE AND TO HOLD the easement and right-of-way to Clinton Public Works Authority, an Oklahoma Public Trust, its successors and assigns, forever.

Executed on the day and year written above.

By:_____ By:_____

Layne D. Gunter **Ronate L. Gunter**

ACKNOWLEDGMENT

State of Oklahoma,

:ss

County of _____,

Before me, the undersigned, a Notary Public in and for said County and State on this ___ day of _____, 2015, personally appeared Layne D. Gunter and Ronate L. Gunter, Husband and Wife, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

_____

Notary Public

My Commission expires:

_____

My Commission number:

_____

UTILITY EASEMENT

This Agreement made and entered into this ___ day of _____, 20__, by **Mandell Greteman, Gail Snowder, and Deborah Elliot, as Joint Trustees of the Edward S. Greteman Revocable Living Trust Dated September 17, 1996**, "Grantor," in consideration of the sum of _____($____,000.00) and other good and valuable consideration duly paid by the Clinton Public Works Authority, the receipt of which is acknowledged, do grant and convey to **Clinton Public Works Authority**, an Oklahoma Public Trust, "Grantee," a perpetual easement through, over, under and across and warrant the title to the following described real property and premises situated in Washita County, State of Oklahoma:

> The West 25 feet of the West Half (W/2) of Section 31, Township 11 North, Range 19 W.I.M., Washita County, Oklahoma.

for the purpose of permitting the Clinton Public Works Authority to construct a water line through, over, under, and across the property, together with all necessary and convenient appurtenances on the premises; and to use and maintain the same and of affording Clinton Public Works Authority, its officers, agents, employees, and all persons under contract with it, the right to enter upon the premises and strip of land for the purpose of surveying, excavating for, laying, constructing, operating, repairing, relaying, replacing, and maintaining the sewer line, and for the further purpose of enabling the Clinton Public Works Authority to do any and all convenient things incident to the construction, operation, repairing, and maintaining of the sewer line. It is further understood and agreed that the Clinton Public Works Authority, and its officers, agents, employees, and all persons under contract with it shall have the right during the construction of the sewer line to the use of an additional working area or strip of land described as:

> The West 50 feet of the West Half (W/2) of Section 31, Township 11 North, Range 19 W.I.M., Washita County, Oklahoma.

for the purpose of operating machinery, depositing spoil from excavation in the construction of the sewer line and for all other necessary and reasonable uses in connection with the construction of the sewer line.

As additional consideration, Grantee shall install, at the request of Grantor a water tap and 3/4" meter, for the use and benefit of Grantor, at a location identified by Grantor. Water shall be billed at a rate half the cost of the water rate established by Grantee for "outside of city limits water rates".

TO HAVE AND TO HOLD the easement and right-of-way to Clinton Public Works Authority, an Oklahoma Public Trust, its successors and assigns, forever.

Executed on the day and year written above.

By:_____
Mandell Greteman, as Joint Trustee

By:_____
Gail Snowder, as Joint Trustee

By:_____
Deborah Elliott, as Joint Trustee

ACKNOWLEDGMENT

State of Oklahoma,
:ss
County of _____,

This instrument was acknowledged before me on the _____day of _____by Mandell Greteman

_____
Notary Public

My Commission expires:

_____

My Commission number:

_____

ACKNOWLEDGMENT

State of Oklahoma,

:ss

County of _____,

This instrument was acknowledged before me on the _____day of _____by Gail Snowder.

_____

Notary Public

My Commission expires:

_____

My Commission number:

_____

ACKNOWLEDGMENT

State of Oklahoma,

:ss

County of _____,

This instrument was acknowledged before me on the _____day of _____by Deborah Elliott.

_____

Notary Public

My Commission expires:

_____

My Commission number:

_____

PUBLIC NOTICE OF A REGULAR MEETING
OF THE CITY COUNCIL
TUESDAY, MARCH 17, 2015 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Source listing: 03/17/15 Meetings
Original source: https://agendas.clintonok.gov/archive/2015/031715/launch.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2015/031715/council.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2015/031715/publicwork.htm
Original reference document: https://agendas.clintonok.gov/archive/2015/031715/PUBLICHEARING.pdf

1. Call to Order
2. Opening Prayer /Pledge Bill Hough, Ministerial Alliance
3. Consent Agenda
    A. Consider Approval of Minutes of March 3, 2015
4. Action Items:
    A. Consider Closing Out CDBG Contract 15668 CDBG-CIP 13 for the Capital Improvement Plan
    B. Consider Proclamation declaring April as Fair Housing Month
    C. Consider Purchasing Card Program
5. Council Report
6. City Manager's Report
7. Audience Participation
8. Adjournment

Filed this 13th day of March, 2015. Posted on the bulletin board in the lobby of the Clinton City Hall on March 13, 2015 at 1:30 p.m.

_____

Not recorded

RM021715

MINUTES OF THE CLINTON CITY COUNCIL
MARCH 3, 2015

Minutes of the regular meeting of the Mayor and City Council of the City of Clinton, Oklahoma, Custer County, held in the City Council Room, City Hall on Tuesday, March 3, 2015 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 Thursday, February 27, 2015.

Mayor Seth Adams called the meeting to order with the following present:

MAYOR: Seth Adams
COUNCIL: Don Rodolph, Jason Hulin, Lucas Martinez, Wheeler Lowry
CITY MANAGER: Mark Skiles
CITY CLERK: Lisa Anders
CITY TREASURER: Debra Blanchard
DEPUTY CLERK: Shona Stermer
CITY ATTORNEY: Ryan Meacham
NEWS MEDIA: Rod Serfoss and Corianna Fairchild
OTHERS: Kris Wermy, Jeremy Brush, Gene McCullough, Conan Wilson, Donald Webb, David Crabtree, Cheryl McCullers, Bill Hough, Jim Holmes, Mary Helen Jones and others.

Dan Day of the Ministerial Alliance opened the meeting with prayer and Councilman Wheeler Lowry led the Pledge of Allegiance.

AGENDA ITEM NO. 3: CONSENT AGENDA

A. Minutes of Regular Meeting of February 17, 2015
B. Minutes of Public Hearing on February 17, 2015
C. Consider Claims

Motion was made by Councilman Martinez and second by Councilman Hulin that Consent Agenda Item No. 3 (a-c) be approved.

Mayor put the motion to a roll call vote:

Aye: Martinez, Hulin, Lowry, Rodolph, Adams
Nay: None

Mayor declared the motion carried.

AGENDA ITEM NO. 4 ACTION ITEMS

None

AGENDA ITEM NO 5.COUNCIL REPORT

None

AGENDA ITEM NO. 6: MANAGER'S REPORT

None

AGENDA ITEM NO. 7 : AUDIENCE PARTICIPATION

None

AGENDA ITEM NO. 8: ADJOURNMENT

Moved by Councilman Hulin and seconded by Councilman Lowry to adjourn the meeting.

Mayor put the motion to a roll call vote:

Aye: Hulin, Lowry, Martinez, Rodolph, Adams
Nay: None

Mayor declared the meeting adjourned at 5:36 p.m.

CITY OF CLINTON
OKLAHOMA

FAIR HOUSING
PROCLAMATION

WHEREAS, it is illegal under the Fair Housing Act to discriminate because of race, color, religion, sex, handicap, familial status, or national origin, or intention to make any such preference, limitation or discrimination in housing; and

WHEREAS, the City of Clinton shall not knowingly tolerate discrimination in housing within the City of Clinton, Oklahoma;

NOW THEREFORE, as Mayor of the City of Clinton, I hereby declare that the month of April shall henceforth be recognized as Fair Housing Month, to be honored annually and continuously, in the spirit and intent of fair housing for all residents of the City of Clinton, Oklahoma.

Proclaimed this_____ day of _____, 2015.

_____
Mayor

ATTEST:

_____
Clerk

SEAL

Clinton
Hub City of Western Oklahoma

Agenda Commentary

Item Title/ Subject: Purchasing Card Program

Staff Source: Debra Blanchard, City Treasurer

History/Background Information: Purchasing Card Program (credit cards) to replace the Purchase order procedure we have now for most purchases. Mark Skiles had a similar program in place at his previous city and has recommended this since his arrival. JP Morgan Chase offers a program through their Oklahoma Purchasing Card Consortium, with no annual fees or transaction fees assessed to the City. This program is already a competitively bid contract, with communities such as Edmond, Chandler, and Enid participating to name a few. The City would receive a rebate back annually from JP Morgan, based on our dollar level of purchases. The rate of return on the rebate is based on total Consortium Combined Spend level. Rate quoted to us in presentation of last year's rebate rate was 1.72%

Item/Subject Summary: The p-card program would place credit cards in the hands of department heads, supervisors, and others to be determined for the daily purchases of supplies, materials, services, and capital items. The employees would be able to go into any vendor that will accept a credit card and use a City P-card for their purchases. Each individual card would have set limits and controls in place, determined by administration. Purchases would be made; employees would be responsible for maintaining all receipts and documentation. Every two weeks individual cardholders would login to SmartData site to review all their card purchases, reconcile with their receipts, correct City account line items for each purchase to be charged to, and approve their statement of purchases. They would then print their statement, attach all documents, and provide to their department head for review. Once department head review is complete, those documents are turned into Finance for review. Finance department will reconcile all card reports with the master City P-card account. Finance will then download all the purchase information into the City financial software, which will post all information to each vendor on our system automatically and set up payments due, with payment being set to JP Morgan Chase for the pcard total to be paid. Vendors are receiving their payments within 24-48 hours of purchase, just like any credit card transaction would work. JP Morgan Chase will be paid twice a month by the City for the P-card statement.

Price/Cost: -0-

Recommendation: I recommend moving forward with the activation of this program. We have developed the policies and documents based on samples from Chandler, Enid, and Edmond. There are still fine details that administration will need to work out. We will also be bringing changes to our Purchasing Policy for your approval soon, to adjust to this type of program, if you see fit to move forward.

Overall, this process will decentralize the purchasing process and automate a large portion of manual entry currently taking place. The duties and responsibilities to follow proper purchasing procedures, maintain required documentation, and monitor proper posting to department line item budgets will be on the individual cardholders and their supervisors. Department budgets will be continued to be monitored by each individual supervisor and department head, with the Finance department monitoring each month for compliance to budget law. All transactions that can be paid with a p-card will become automated, but there will still be purchases that will continue to be made through the P.O. process, either due to type of large purchase or vendor credit card non-acceptance.

JP Morgan Chase is currently sending all our information to the underwriters and getting our credit approved. Once that is complete they will send out an Original Participation Agreement for the City to execute. This is a Participation agreement due to this being a large Consortium, originally contracted with the Independent School District Number 1 of Tulsa County.

RESOLUTION #

WHEREAS, City of Clinton organized under the laws of the State of Oklahoma (the "Customer") desires to obtain financial accommodations from JPMorgan Chase Bank, N.A. (the "Bank") pursuant to the use of a number of commercial card account numbers, the related accounts and cards bearing such account numbers (collectively, the "Cards"); and

WHEREAS, this Customer intends to authorize its employees and agents to use such Cards for and in connection with corporate business on behalf of this Customer; and

WHEREAS, the Bank will not issue such Cards unless the Customer agrees to obligate itself for the prompt payment of credit extended pursuant to the use of such Cards, including credit extended pursuant to the use of a credit card for either purchases or cash advance transactions, whether such use or indebtedness was authorized or unauthorized by the Customer.

NOW, THEREFORE, be it resolved that the Customer shall apply to the Bank for the issuance of Cards in the names of such employees and agents of the Customer as may be designated to the Bank;

BE IT FURTHER RESOLVED that the Mayor or City Manager of this Customer, any one of them acting singly, is hereby authorized, directed and empowered, in the name of the Customer, to execute a Commercial Card Agreement in the form approved by such individual and take such actions as are contemplated thereby and further confirm any such action which may have been taken prior to the date hereof;

BE IT FURTHER RESOLVED that the Bank is authorized to act upon these resolutions until written notice of their revocation is delivered to Bank.

The undersigned certifies that: I am an official of, and authorized to certify on behalf of, the above named organization, which is duly organized and existing under the laws of the State indicated, ("Organization); the preceding is a complete, true and correct copy of certain resolutions of the Organization, which resolutions were duly adopted and are in conformity with the laws of the State where organized and the organizational documents ("Resolutions"); and the Resolutions have not been rescinded or modified and are in full force and effect on the date hereof. I further that the specimen signatures appearing below are the signatures of the individuals authorized to sign for this Customer by virtue of these resolutions.

Specimen Signature	Name (Print)	Title
_____	Seth Adams	Mayor
_____	Mark Skiles	City Manager

PASSED AND APPROVED by the City of Clinton City Council on this ___ day of _____, 2015.

BY: _____
Seth Adams
Mayor

ATTEST:

_____
Lisa Anders
City Clerk

City of Clinton Purchasing Cards Program Cardholder Agreement

I agree to the following regarding the use of the City of Clinton Purchasing Card assigned to me for official City of Clinton business only:

1) I understand that under no circumstances will I use the Purchasing Card to make personal purchases, either for others or for myself. Willful intent to use the purchasing card for personal gain or unauthorized use may result in disciplinary actions up to and including termination of employment and prosecution to the extent permitted by law.

2) I will follow the City of Clinton Purchasing Manual, and the established guidelines for using the Purchasing Card. Failure to do so may result in either revocation of my card privileges or other disciplinary action.

3) I am aware the sharing and/or lending of a card is absolutely prohibited.

4) I understand that this Purchasing Card has pre-set spending limits which may not be exceeded under any circumstance, and that I can charge materials and selected services costing up to that pre-set limit per transaction and total pre-set limit per month. "Invoice splitting" is strictly prohibited. My pre-set per transaction limit is_____. My pre-set monthly card limit is_____.

5) I understand that for every purchase, I will review and **initial** the receipt to assure that no sales tax was charged. If sales tax was charged, I will immediately request a credit for the amount of sales tax that was charged, but under no circumstance will I accept cash back from the vendor.

6) I agree to review and reconcile transactions timely, maintain all applicable information, and forward receipts on a monthly basis to the Finance Dept. I also understand that a signed JPMorgan Chase Expense Report and receipts must be delivered to Finance Dept. by the specified period end.

7) I understand that if my card gets lost or stolen, I should immediately call JPMorgan Chase at 1-800-316-6056 (24 hour customer service) and notify the Finance Dept.

8) I am aware that this card remains the property of the City of Clinton; therefore, the City of Clinton Finance Department may suspend or cancel it at any time for any reason, and I shall surrender the purchasing card upon request.

9) I understand that using the purchasing card or account after notice of its cancellation may be fraudulent and cause the City of Clinton to take legal action.

10) I have been provided the card. A copy of the purchasing card program cardholder agreement is available on the employee portal.

11) I have been given an opportunity to ask any questions to further my understanding of this agreement and attended training on ____/____/___.

_____ _____

Cardholder Printed Name Last 4 digits of Card

_____ _____

Cardholder Signature Date

_____ _____

Department Head Signature Date

Contact Information

https://smartdata.jpmorgan.com

JPMorgan Chase (24 hour customer service)
1-800-316-6056
Lost or stolen cards (report immediately and tell them it's a corporate card) also notify Finance.

Purchasing Cards Program Administrators

Mark Skiles, City Manager
Phone: (580) 323-0261
Email: mark.skiles@clintonok.gov
Fax: (580) 323-0346

Debra Blanchard, City Treasurer
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Amy Jones, Deputy Treasurer
Phone: (580) 323-1389
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Anita Fransen, Deputy Treasurer
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City of Clinton
PURCHASING CARD PROGRAM
POLICIES AND PROCEDURES
March, 2015

INTRODUCTION

The City of Clinton is providing an alternate approach to purchasing products by offering a purchasing card program to select City employees, administered by JPMorgan Chase Bank.

Purchasing cards are designed to consolidate many small transactions onto a single monthly invoice. This program will expedite the accounts payable function for any department that makes multiple supply purchases in a given month. The purchasing cards will not replace the normal purchasing procedures established by the Accounts Payable Department, but will be used in instances where it is not advantageous or cost effective to issue a Purchase Order.

These policies and procedures are intended to provide guidelines to cardholders in utilizing their purchasing cards, and all cardholders should carefully read this document. A cardholder's signature on the Cardholder Agreement Form indicates that the cardholder understands the intent of the program and agrees to adhere to these guidelines.

The following information is intended to clarify how the purchasing card is to be used and how the cardholder's transactions are invoiced.

ETHICS

The City strives to maintain and practice the highest possible standards of business ethics, professionalism, and competence in all purchases and business transactions. It is cardholder's responsibility to purchase only those goods that are necessary for City purposes.

Suppliers/vendors, their products, personnel and services are a natural extension of our own resources. It is the responsibility of all employees in the City to develop and maintain professional relationships between the City and its vendors and to keep in mind that personal contacts form much of the basis for the vendor's opinion of the City. In this regard, the following should be observed when dealing with vendors and their representatives:

1. Assure the confidentially of all specifications and price quotations made by vendors.

2. Decline to take advantage of vendor's errors and show consideration for vendor difficulties by cooperating with the vendor whenever possible to resolve problems.

City of Clinton
PURCHASING CARD PROGRAM
POLICIES AND PROCEDURES
March, 2015

PURPOSE

The purpose of the purchasing card is to provide the City with an alternate method of purchasing low-dollar goods. The purchasing card enables employees to order and receive products directly from any MasterCard vendor, it gives employees the authority and flexibility to purchase supplies when the City needs them at competitive prices, and it helps employees get faster delivery on low-cost items.

PROGRAM ADMINISTRATION

The City's purchasing card program is administered through JPMorgan Chase Bank, under a statewide purchasing card program designed especially for Cities. The City's purchasing card program administrators are Mark Skiles, City Manager; Debra Blanchard, City Treasurer; Amy Jones, Deputy Treasurer; Anita Fransen, Deputy Treasurer.

GENERAL POLICES

The City issues purchasing cards to designated employees. No person other than the person to whom the purchasing card is issued is authorized to use the assigned purchasing card. The card is to be used for City business only.

The purchasing cards are issued to the City and assigned to specific users. Personal information of cardholders is NOT provided to JPMorgan Chase when cards are issued. JPMorgan Chase is provided with a cardholder's date of birth and the last four digits of his/her Social Security number for verification purposes only. Card activity is not reported on a cardholder's personal credit report, and, likewise, activity on the card is not used to compute a cardholder's credit score with reporting agencies. Activity on the purchasing card program is reported on the City's credit report.

The purchasing card is as easy to use as any credit card and is just as widely accepted. The only difference between a credit card and a purchasing card is that the latter is a corporate liability charge card with certain restrictions and limitations imposed on the cardholder. Card privileges may be rescinded at any time at the discretion of the Purchasing Card Administrator if polices and/or procedures are not followed by the cardholder. The Accounts Payable Department and/or the Purchasing Card Administrator will audit card usage and the cardholder will be personally liable for any unauthorized use that occurs with the purchasing card.

Purchasing cards must be kept in a secure place. Although the purchasing card is issued in the cardholder's name, the card remains the property of JPMorgan Chase Bank, and is only to be used for City purchases as allowed by the City's policies. Cardholders are committing City funds each time the purchasing card is used.

All charges made on all City purchasing cards are billed directly to the City on a monthly summary invoice. This process minimizes paperwork and streamlines the payment process. Each purchasing card is assigned to a default accounting code, using a City account number. Other account numbers may be assigned to a transaction by purchasing cardholders when reconciling their monthly transactions using JPMorgan Chase's Smart Data Online web-based program.

The cardholder will only be able to use the purchasing card for specific Merchant Category Codes (MCC) assigned for each user, based on necessity specific to each cardholder. Each card will be issued with a group of MCC's based on the probable use of the card by each user. If the cardholder attempts to use the purchasing card for a Merchant category not set up, the transaction will be denied. The City's program administrator can adjust the MCC's assigned to each user.

Each user will be required to review their purchasing card transactions on a monthly basis using the JPMorgan Chase Smart Data Online Internet application.

The following types of purchases are prohibited on the purchasing card:

- Personal use
- Cash advances
- Gasoline (except in emergency situations or out of area travel conditions)
- Entertainment

PURCHASING PROCESS

Making purchases for goods and services is easy with the purchasing card.

A. Making a Purchase

1. Only the cardholder named on the purchasing card can authorize a purchase on his/her card.

2. The cardholder will present the card at the cash register, sign, and take the **itemized** charge receipt and cash register tape for filing and leave with the purchases.

3. The cardholder may also place an order over the telephone. When a telephone order is placed, the cardholder should request an **itemized** receipt from the vendor documenting the sale. In many cases, a receipt is included with shipping documents for purchases made over the phone. The receipt and shipping documents shall be submitted to the Accounts

Payable Department according to the "Cardholder Recordkeeping Requirements" section below.

4. The cardholder may also place an order over the Internet. When an online purchase is made, the cardholder should print out the **itemized** invoice from the online vendor as verification of the purchase. In many cases, a receipt is included with shipping documents for online purchases. The receipt and shipping documents shall be submitted to the Accounts Payable Department according to the "Cardholder Recordkeeping Requirements" section below.

5. If the purchasing card is used to register for a workshop or conference, and the "credit card" information is entered on a registration form, a copy of the registration form showing the amount charged for the registration along with any registration confirmation shall be submitted to the Accounts Payable Department according to the "Cardholder Recordkeeping Requirements" section below.

6. When the merchant/vendor processes a purchasing card sale, the merchant/vendor authorizes the transaction by swiping the card or calling in the sale. The authorization process sends a request to the JPMorgan Chase credit card processor to approve the amount, the type of merchant used (merchant code), and the number of transactions for that month and day. Transactions are approved within seconds. The merchant then deposits the transaction receipts with his/her merchant bank, and the charge is secured on the purchasing card by the authorization process. Once the merchant sends transactions to his/her bank, the data is uploaded to the JPMorgan Chase credit card processor. Every day, the processor formats purchase card account transactions and posts them to the City's company data in Smart Data.

7. Cardholders shall keep all receipts/invoices and any related shipping documents in a safe place for submission to the Accounts Payable Department as part of the monthly reconciliation process outlined in the "Cardholder Recordkeeping Requirements" section below.

8. The City is exempt from paying sales tax on purchases made for goods and services. Each card has the federal identification number of the City imprinted on it, located just below the name of the cardholder. Most vendors accept this number as the "tax exempt number" when purchasing transactions are made. Occasionally, vendors or merchants may request that a sales tax exemption certificate be provided before they remove the sales tax from a transaction. Please contact the Accounts Payable Department to obtain a sales tax exemption certificate.

9. A purchasing card may be declined at the point of sale. Purchasing cards can be declined for many reasons, as follows:
   - Transaction amount exceeds a single purchase limit
   - Transaction amount exceeds the maximum billing cycle limit, when added with other transactions in the billing cycle.
   - Transaction is attempted at a merchant with an unauthorized merchant code (MCC)
   - Transaction exceeds the maximum number of daily transactions
   - Transaction exceeds the maximum number of billing cycle transactions

   If a transaction is declined at the point of sale, the cardholder must cancel the transaction and contact program administrator as soon as possible to determine the cause of the declined transaction. Adjustments may be necessary to the cardholder's account (i.e. adding merchant codes, increasing transaction amounts, etc.), depending on the reason for the declined transaction.

B. Shipping and Receiving Information

The cardholder must provide the vendor/merchant with appropriate shipping information or a delay in the delivery of the shipment may occur. All goods must be shipped to the City of Clinton business address. All shipping documents received from vendors/merchants must be submitted with the credit card receipt/invoice to the Accounts Payable Department, as described in the "Cardholder Recordkeeping Requirements" section below.

C. Incorrect Shipments or Returns

If a shipment is incorrect, or if there are product quality or service issues, the cardholder should contact the vendor/merchant to arrange for a return, exchange, or credit. If the vendor agrees to issue a credit, the cardholder must get a receipt noting the credit from the vendor/merchant, and the cardholder shall verify that the credit is properly reflected in the next monthly reconciliation statement.

It is the cardholder's responsibility to know and adhere to the vendor/merchant's return policy.

CARDHOLDER RECORDKEEPING REQUIREMENTS

Cardholders must keep all original sales documents (itemized/detailed receipts, packing slips, cash register tape, credit card slips) from purchases made on their JPMorgan Chase purchasing card. These documents will be required to be submitted to the Accounts Payable Department with the cardholder's monthly Expense Report printed from the Smart Data Online application, as described in this section.

The City's monthly billing cycle runs through the ??? day of each month, or the Monday following, if the ??? falls on a weekend. At the end of each billing cycle, each cardholder will receive a reminder email notification from JPMorgan Chase Bank to review his/her posted transactions for that billing period.

Each cardholder will be required to login to the Smart Data Online application via Internet connection and review all transactions for the billing period. The review process includes providing an expense description, checking whether or not sales documents (receipts, credit card slips, etc.) are attached, and assigning a City accounting code to each transaction.

Once the review process has been completed, each cardholder shall print a monthly Expense Report, sign and date the report, and attach all original sales documents. The Expense Report packet will then be sent to the Accounts Payable Department for review by the ??? of the month.

Purchases made on the purchasing card will be entered into the City's accounting system in a batch form, based on the accounting codes provided by cardholders in Smart Data Online.

Please refer to the Account Reconciliation procedures for step-by-step instructions on the monthly account review and reporting process.

DISCREPANCIES OR UNAUTHORIZED ACCOUNT USAGE

If there are any discrepancies on the cardholder's monthly reconciliation statement, contact the vendor immediately to try to resolve the issue(s) in question. If the discrepancies cannot be resolved with the vendor, please contact the Accounts Payable Department.

The cardholder is responsible for keeping track of how the card is used and for its safekeeping. Just like any credit card, the cardholder should protect against fraudulent use of the Card.

Examples of discrepancies include incorrect transaction amounts, unauthorized purchases that show up on the monthly reconciliation statement that were not made by the cardholder.

CARD DEACTIVATION

Upon transfer or termination of employment of a cardholder, the purchasing card must be turned in to the cardholder's Supervisor and forwarded to the Accounts Payable Department, as part of the exit interview process. The purchasing card will be deactivated immediately.

Whenever a purchasing card is misused or these policies and procedures are violated, appropriate disciplinary action will be determined by the City Manager.

REPORTING LOST, STOLEN, OR DAMAGED CARDS

If a purchasing card is lost or stolen, the cardholder must immediately inform the Accounts Payable Department. The purchasing card will be immediately deactivated and an acknowledgement will be sent to the cardholder and the City informing them of this action.

If a card becomes damaged and needs to be replaced, the cardholder must make a written request for a new card to the Accounts Payable Department. The damaged card must be turned into the Accounts Payable Department, and a replacement card will be requested from JPMorgan Chase Bank. The cardholder will be asked to complete a new Cardholder Agreement when a new card is issued. The cardholder will be responsible for review and reconciliation of transactions made on the account associated with the deactivated purchasing card as well as that of the new purchasing card.

OTHER INFORMATION

Policies and procedures related to the JPMorgan Chase purchasing card program will be updated periodically. Cardholders will be provided with updates, as they become available.

Any questions not specifically addressed in these guidelines can be directed to the Finance Department or City Treasurer, at 580-323-0297.