PUBLIC NOTICE OF A REGULAR MEETING
OF THE RECREATIONAL AUTHORITY
TUESDAY, APRIL 21, 2015 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Source listing: 04/21/15 Meetings
Original source: https://agendas.clintonok.gov/archive/2015/042115/launch.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2015/042115/council.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2015/042115/industrial.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2015/042115/recreational.htm

1. Call to Order
2. Opening Prayer /Pledge Roland Youngberg, First United Methodist Church
3. Consent Agenda
    A. Consider Approval of Minutes on April 7, 2015
4. Action Items:
    A. Consider appointment to Golf Advisory Board
5. Trustee's Report
6. City Manager's Report
7. Audience Participation
8. Adjournment
    A. Proceed to Industrial Authority agenda

Filed this17th day of April, 2015. Posted on the bulletin board in the lobby of the Clinton City Hall on April 17, 2015 at 2:00 p.m.

_____

Not recorded

MINUTES OF RECREATIONAL AUTHORITY MEETING
APRIL 7, 2015

Minutes of the regular meeting of the Chairman and Trustees of the Clinton Recreational Authority City of Clinton, Oklahoma, Custer County, held in the City Council Room, City Hall on Tuesday, April 7, 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 April 3, 2015.

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

MAYOR: Seth Adams
COUNCIL: Don Rodolph, Jason Hulin, Wheeler Lowry, Lucas Martinez
CITY MANAGER: Mark Skiles
CITY CLERK: Lisa Anders
CITY TREASURER: Debra Blanchard
DEPUTY CLERK: Shona Stermer
CITY ATTORNEY: Ryan Meacham
NEWS MEDIA: Gerald Green
OTHERS: Jeremy Brush, Gene McCullough, Donald Webb, Mary Helen Jones, Joyce Kinney, Julie Menge, Kris Wermy, Steve Bieberich, John Kinsey, L.R. Sights, Keith & Michelle Marcy, Keaton Modi, Weldon Sawatzky, Floyd Hoffman and others.

Gerald Green 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 March 3, 2015
B. Consider claims

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

Chairman put the motion to a roll call vote:

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

Chairman declared the motion carried.

AGENDA ITEM NO. 4 ACTION ITEMS

4A. CONSIDER APPOINTMENT TO GOLF ADVISORY BOARD

City Manager Mark Skiles reported that Mike Scott has submitted his resignation from the Golf Advisory Board. Two applications have been received to fill the unexpired term. James Herwald and Ashley Kelley have submitted their resumes.

Chairman Adams said he would like to receive a recommendation from the Golf Advisory Board regarding the appointment. He recommended tabling the item until a recommendation is received.

AGENDA ITEM NO. 5 TRUSTEES REPORT

None

AGENDA ITEM NO. 6: CITY MANAGER'S REPORT

None

AGENDA ITEM NO. 7: AUDIENCE PARTICIPATION

None

AGENDA ITEM NO. 8: ADJOURNMENT

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

Chairman put the motion to a roll call vote:

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

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

CITY OF CLINTON

BOARD OR COMMITTEE RESUME

NAME: James Heerwald ADDRESS: 1601 Park Ave

PHONE: 580-515-6638 DRIVER LICENSE # JO823888 65

EDUCATION: Clinton High School,

ADDITIONAL SUBJECTS STUDIED:

WORK EXPERIENCE: Contractor for FedEx Ground for 16 years

AFFILIATIONS, HOBBIES, INTERESTS: Golf, Fishing, outdoor sports Lions Club.

REFERENCES: Kent Miller, Bobby Richardson, David Crabbtree, Jason Hullin, Bret Matlock,

I WOULD BE INTERESTED IN SERVING ON THE FOLLOWING BOARD(S) FOR THE CITY OF CLINTON:

PLANNING & ZONING BOARD	___	BOARD OF ADJUSTMENTS	___
PERSONNEL BOARD	___	LIBRARY BOARD	___
GOLF BOARD	X	CITY COUNCIL*	___

(For information concerning the functions of these boards, contact the City Manager's office.)

I UNDERSTAND MY APPLICATION OR RESUME IS A MATTER OF PUBLIC RECORD AND SUCH INFORMATION AS SHOWN ON MY APPLICATION OR RESUME IS RELEASABLE TO THE GENERAL PUBLIC, ACCORDINGLY PURSUANT TO THE REQUEST BY THE MEDIA AND OTHER MEMBERS OF THE PUBLIC. SUCH INFORMATION WILL BE RELEASED UPON REQUEST.

3-25-15 James Heerwald

DATE SIGNATURE

*If you are applying for City Council, applicant must meet City Charter requirements.

CITY OF CLINTON

BOARD OR COMMITTEE RESUME

NAME: Ashley Kelley ADDRESS: 1142 Kelley Dr. Clinton OK 73601

PHONE: 580-445-0553 DRIVER LICENSE # T08203361661

EDUCATION: Bachelor of Arts. Mass Communication & Minor in Political Science.

ADDITIONAL SUBJECTS STUDIED: _____

WORK EXPERIENCE: See Attached Resume for further work experience.

AFFILIATIONS, HOBBIES, INTERESTS: CLGA, Riverside Rumble Chairman, Rotary Club,

REFERENCES: Gerald Black, Angie Newcomb, Jerry Douglas, Cindi Albrightson.

I WOULD BE INTERESTED IN SERVING ON THE FOLLOWING BOARD(S) FOR THE CITY OF CLINTON:

PLANNING & ZONING BOARD	___	BOARD OF ADJUSTMENTS	___
PERSONNEL BOARD	___	LIBRARY BOARD	___
GOLF BOARD	X	CITY COUNCIL*	___

(For information concerning the functions of these boards, contact the City Manager's office.)

I UNDERSTAND MY APPLICATION OR RESUME IS A MATTER OF PUBLIC RECORD AND SUCH INFORMATION AS SHOWN ON MY APPLICATION OR RESUME IS RELEASABLE TO THE GENERAL PUBLIC, ACCORDINGLY PURSUANT TO THE REQUEST BY THE MEDIA AND OTHER MEMBERS OF THE PUBLIC. SUCH INFORMATION WILL BE RELEASED UPON REQUEST.

4-1-15 Ashley Kelley

DATE SIGNATURE

*If you are applying for City Council, applicant must meet City Charter requirements.

PUBLIC NOTICE OF A REGULAR MEETING
OF THE INDUSTRIAL AUTHORITY
TUESDAY, APRIL 21, 2015 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Source listing: 04/21/15 Meetings
Original source: https://agendas.clintonok.gov/archive/2015/042115/launch.htm
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Original authority agenda: https://agendas.clintonok.gov/archive/2015/042115/recreational.htm

1. Call to Order
2. Opening Prayer /Pledge Roland Youngberg, First United Methodist Church
3. Consent Agenda
    A. Consider Approval of Minutes on April 7, 2015
4. Action Items:
    A. Consider and take action on Development Agreement with Jett Distributing Company
5. Trustee's Report
6. City Manager's Report
7. Audience Participation
8. Adjournment
    A. Proceed to City Council agenda

Filed this 17th day of April, 2015. Posted on the bulletin board in the lobby of the Clinton City Hall on April 17, 2015 at 2:00 p.m.

_____

Not recorded

MINUTES OF INDUSTRIAL AUTHORITY MEETING
APRIL 7, 2015

Minutes of the regular meeting of the Chairman and Trustees of the Clinton Industrial Authority City of Clinton, Oklahoma, Custer County, held in the City Council Room, City Hall on Tuesday, April 7, 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 April 3, 2015.

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

MAYOR: Seth Adams
TRUSTEES: Don Rodolph, Wheeler Lowry, Lucas Martinez, Jason Hulin
CITY MANAGER: Mark Skiles
CITY CLERK: Lisa Anders
CITY TREASURER: Debra Blanchard
DEPUTY CLERK: Shona Stermer
CITY ATTORNEY: Ryan Meacham
NEWS MEDIA: Gerald Green
OTHERS: Jeremy Brush, Gene McCullough, Donald Webb, Mary Helen Jones, Joyce Kinney, Julie Menge, Kris Wermy, John Kinsey, L.R. Sights, Keith & Michelle Marcy, Keaton Modi, Weldon Sawatzky, Floyd Hoffman, and others.

Gerald Green 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 March 3, 2015
B. Consider Claims

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

Chairman put the motion to a roll call vote:

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

Chairman declared the motion carried.

AGENDA ITEM NO. 4 ACTION ITEMS

None

AGENDA ITEM NO. 5 TRUSTEES REPORT

None

AGENDA ITEM NO. 6: CITY MANAGER'S REPORT

None

AGENDA ITEM NO. 7: AUDIENCE PARTICIPATION

None

AGENDA ITEM NO. 8: ADJOURNMENT

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

Chairman put the motion to a roll call vote:

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

Chairman declared the meeting adjourned at 5:36 pm.

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT, dated as of _____ _____, 2015 (hereinafter, the "Agreement"), is made and entered into by and between the Clinton Industrial Authority, an Oklahoma public trust (hereinafter, the "Authority"), and Jett Distributing Company, an Oklahoma Corporation (hereinafter, the "Company").

W I T N E S S E T H :

WHEREAS, the Authority was created by a Trust Indenture, dated as of the 16th day of September, 1966, as a public trust for the use and benefit of the City of Clinton, Oklahoma, (hereinafter, the "City") pursuant to the provisions of Title 60, Sections 176, et seq., of the Oklahoma Statutes, as amended and supplemented (hereinafter, the "Public Trust Act") and other applicable statutes of the State of Oklahoma; and

WHEREAS, the City, as the beneficiary thereof, acting through its City Council, has adopted a resolution accepting beneficial interest therein on behalf of said City; and

WHEREAS, the purposes of the Authority are, in part, to promote economic and community development, within and without the territorial limits of the City, and to promote additional employment which will benefit and strengthen the economy of the City and the State of Oklahoma; and

WHEREAS, in order to accomplish its designated purposes, the Authority is empowered to provide funds for the costs of acquiring, constructing, rehabilitating, equipping, securing, maintaining and developing real and personal property within and near the City, and to enter into, make and perform contracts for the sale of its bonds, notes or other evidence of indebtedness to finance the costs thereof; and

WHEREAS, the Company owns a piece of property within the city limits of the City of Clinton, which requires certain improvements in order to safely expand operations and employ more individuals; and

WHEREAS, the Company has requested assistance from the Authority in paying the costs of certain street improvements to the Project Site; and

WHEREAS, the parties wish to set forth the manner in which the Project is to be undertaken by the Company and the assistance in development financing which the Authority has agreed to provide; and

WHEREAS, the Authority has, appropriated $30,000.00 for assistance in the construction of a drive as described in Appendix 2, Road Plans and Specifications; and

IN CONSIDERATION of the mutual covenants and agreements contained herein, the Authority and the Company hereby agree as follows:

ARTICLE I

PURPOSE OF AGREEMENT

SECTION 1.01 Purpose of Agreement.

A. Subject to the terms hereinafter set forth and described above, the Company hereby agrees to undertake the following in connection with the Project:

(i) construction of a driveway according the Plans and Specifications attached hereto as Appendix 2;

(ii) maintain the subject drive according to the terms of this agreement;

(iii) employ 2 new employees over the next 12 months; and

(iv) refrain from parking tractor-trailers and other large trucks on and along South 13th Street.

B. Subject to the terms hereinafter set forth, the Authority hereby agrees to contribute $30,000.00 toward the construction of the driveway as described in the Plans and Specifications attached hereto as Appendix 1.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

SECTION 2.01 Status of the Company. The Company represents that it is a corporation duly organized and existing under the laws of the Stale of Oklahoma. The Company is authorized to conduct business in the State of Oklahoma, and is not in violation of any provisions of its articles of organization, operating agreement, or any other agreement governing the Company, or any law of the State of Oklahoma affecting Company's ability to perform under this Agreement.

SECTION 2.02 Full Power and Authority. The Company represents that it has the full power and authority to execute this Agreement and this Agreement shall constitute a legal, valid and binding obligation of the Company in accordance with its terms, and the consent of no other party is required for the execution and delivery of this Agreement by such Company or the consummation of the transactions contemplated hereby.

SECTION 2.03 No Breach. The Company represents that the execution and delivery of this Agreement, the consummation of the transactions contemplated herein, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented or limited by or in conflict with, and will not result in a breach of, other provisions of its articles of organization, operating agreement or any other agreement governing such Company or with any evidence of indebtedness, mortgages, agreements, or instruments of whatever nature to which the Company is a party or by which it may be bound, and will not constitute a default under any of the foregoing.

SECTION 2.04 Litigation. There is not currently pending any action, suit, proceeding or investigation, nor, to the knowledge of the undersigned representative of the Company, is any such action threatened which, if adversely determined, would materially adversely affect the Company or the Project, or impair the ability of the Company to carry on its business substantially as now conducted or result in any substantial liability not adequately covered by insurance.

SECTION 2.05 Conflicts of Interest. The Company warrants that it has not paid or given and will not pay or give any officer, employee or agent of the City or the Authority any money or other consideration for obtaining this Agreement. The Company further represents that, to its best knowledge and belief, no officer, employee or agent of the City or the Authority who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision making process with regard to the Project, has or will have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project, or in any activity, or benefit therefrom, during or after the term of this Agreement.

SECTION 2.06 Availability of Utility Services. All utility services necessary for the development and construction of the Project are available to the Project Site, including water, storm and sanitary sewer facilities, electric and gas utilities, and telephone services.

SECTION 2.07 Status of the Authority. The Authority is a duly organized and validly existing public trust under the laws of the State of Oklahoma and as such, is a duly constituted authority of the City and an agency of the State of Oklahoma.

SECTION 2.11 Survival of Representation and Warranties. All representations and warranties made by the Company and the Authority herein shall survive the delivery of the Company Note and the other loan instruments described herein and the loan made hereunder, until repayment in full of the Company Note.

ARTICLE III

PROJECT REQUIREMENTS

SECTION 3.01 Acquisition of the Project Site. The Company hereby represents that it now holds fee simple title to all real property comprising the Project Site.

SECTION 3.02 Scope of Development. The Project Site shall be developed within the general requirements established by the zoning and building codes applicable to the Project Site by the City Code of the City of Clinton, Oklahoma (hereinafter, the "Code") and related laws governing municipal planning, zoning and subdivision. The Company shall be responsible for the construction, renovation, improvement, equipping, repair and installation, of all public and private improvements as described in, and in conformance with, the Road Plans and Specifications. Upon completion of the Project, Company agrees to grant the City of Clinton an easement to the roadway which is described and set forth in Appendix 2, such easement to allow for public access and transportation on and over the roadway.

SECTION 3.03 Basic Concept Drawings. Prior to the execution of this Agreement, the Company has submitted, and the City has approved, the Road Plans and Specifications describing the improvements to be constructed and installed on the Project Site, which are set forth in Appendix 2. No substantial changes shall hereafter be made in the Road Plans and Specifications or unless mutually agreed upon, in writing, by the Company and the Authority.

SECTION 3.04 Construction of Improvements. The Company agrees that all construction and installation work on the Project shall be done in accordance with the Plans and Specifications describing the improvements to be constructed and installed on the Project Site, which are set forth in Appendix 2, related documents as originally approved by the City, or as amended with the approval of the City.

SECTION 3.05 City and Other Governmental Permits. Before commencement of construction, development or work on or in connection with any buildings, structures or other improvements at the Project Site, the Company shall, at its own expense, secure or cause to be secured any and all permits and approvals which may be required by the City and any other governmental agency having jurisdiction as to such construction, development or work. The Authority shall cooperate with and provide all usual assistance to the Company in securing these permits, and approvals, and shall diligently process, review and consider all such permits and approvals as may be required by law,

SECTION 3.06 Cost of Construction. All costs of the Project shall be borne by the Company, except for those funds appropriated by Authority under this agreement. The parties agree that the total of all funds contributed by Authority shall not exceed $30,000.00.

SECTION 3.07 Construction Schedule. Not later than August 1, 2015, the Company shall begin, and promptly thereafter diligently prosecute to completion, the construction, renovation, improvement,

equipping, repair and installation of the Project. Upon request o the Authority, Company, following the execution of this Agreement, the Company or its designated agent will provide to the Authority a schedule for completion of the Project in accordance with the Preliminary Development Plans. This schedule will serve as a general management tool to forecast resource requirements, and to monitor overall project planning and execution. This schedule may be modified as necessary by the Company, provided that any extension of time in the completion schedule shall require approval of the Authority.

SECTION 3.08 Rights of Access. For the purpose of ensuring compliance with this Agreement, representatives of the Authority shall have the right of access to the Project Site, without charges or fees, at normal construction hours during the period of construction for the purposes of this Agreement, including, but not limited to, the inspection of the work being performed in constructing, improving, equipping, and installing the Project, so long as they comply with applicable safety rules. Prior to any such access, such representatives of the Authority will check in with the on-site construction manager. All such representatives of the Authority shall carry proper identification, shall insure their own safety, assuming the risk of injury, and shall not interfere with the construction activity. The Authority agrees to cooperate with the Company in facilitating access by the Company to the Project Site for construction purposes, provided that the Authority shall incur no financial obligations beyond those set forth in the Agreement.

SECTION 3.09 Indemnification of the Authority. The Company shall defend, indemnify, assume all responsibility for, and hold the Authority and its respective elected and appointed officers and employees and agents, harmless from, all costs (including attorneys fees and costs); claims, demands, liabilities or judgments (except whose which have arisen from the willful misconduct or negligence of the Authority, its officers, employees and agents) for injury or damage to property and injuries to persons, including death, which may be caused directly or indirectly by any of the Company's activities under this Agreement, whether such activities or performance thereof be by the Company or anyone directly or indirectly contracted with or employed by the Company and whether such damage shall accrue or be discovered before or after termination of this Agreement. This indemnity includes, but is not limited to, any repair, cleanup, remediation, detoxification, or preparation and implementation of any removal, remediation, response, closure or other plan (regardless of whether undertaken due to governmental action) concerning any hazardous substance or hazardous wastes including petroleum and its fractions as defined in the Comprehensive Environmental Response, Compensation and Liability Act; codified at Title 42, Sections 9601, et seq. of the United States Code (hereinafter, "CERCLA"), and all amendments thereto, at any place where Company owns or has control of real property pursuant to any of Company's activities under this Agreement. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107(e) of CERCLA to assure, protect, hold harmless and indemnify Authority from liability.

SECTION 3.10 Liability Insurance.

A. In addition to the indemnification of the Authority required in Section 3.09 hereof, the Company shall take out and maintain, or verify that any contractors who performed work on the project shall have in effect, during the period set forth in subsection (D) of this Section, a comprehensive general liability policy in the amount of at least One Million Dollars ($1,000,000) for any person, Two Million Dollars ($2,000,000) for any occurrence, and One Million Dollars ($1,000,000) property damage naming the Authority as an additional insured and loss payee, but only with respect to the liability policy.

B. The Company shall furnish a certificate of insurance signed by an authorized agent of the insurance carrier setting forth the general provisions of the insurance coverage. This certificate of insurance shall name the Authority as an additional insured under the policy. The certificate of insurance shall contain a statement of obligation on the part of the carrier to notify the Authority by certified mail of any modification, cancellation or termination of the coverage at least thirty (30) days in advance of the effective date of any such modification, cancellation or termination. Coverage provided hereunder by the Company shall be primary insurance and not contributing with any insurance maintained by the Authority, and the policy shall contain such an endorsement. The required certificate shall be filed with the Authority at the time of execution of this Agreement.

C. The Company shall also furnish or cause to be furnished to the Authority evidence satisfactory to the Authority that any contractor with whom it has contracted for the performance of work on the Project Site or otherwise pursuant to this Agreement carries workers compensation insurance as required by law at the time of execution of the Agreement.

D. The insurance obligations set forth in this Section shall remain in effect until a final Certificate of Completion has been furnished for all of the improvements as hereafter provided in this Agreement.

SECTION 3.11 Local, State and Federal Laws. The Authority and Company shall carry out the provisions of this Agreement in conformity with all applicable local, state and federal laws and regulations.

SECTION 3.12 Antidiscrimination During Construction. The Company, for itself, its successors and assigns, and any contractor with whom Company has contracted for the performance of work on the Project Site, agrees that in the construction, renovation, improvement, equipping, repair and installation of the Project provided for in this Agreement, the Company shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, age, sex, marital status, handicap, national origin or ancestry.

SECTION 3.13 Taxes, Assessments, Encumbrances and Liens. The Company shall pay when due all real estate taxes and assessments on the Project Site. Nothing herein contained shall be deemed to prohibit the Company from contesting the validity or amounts of any tax assessment, encumbrance or lien, nor to limit the remedies available to the Company in respect thereto.

SECTION 3.14 Restrictions on Sale of Control By the Company. The qualifications of the Company are of particular importance to the Authority. It is because of the qualifications and identity of the Company, and the management thereof, that the Authority has entered into this Agreement with the Company. Therefore, the Company agrees that it will not sell a controlling interest in its own membership interests for a period of 5 years following execution of this agreement. Without limiting the generality of the foregoing, except as otherwise expressly agreed by the Authority in writing, the Company shall not relocate, terminate its existence, liquidate or dissolve, or sell all or substantially all of its assets for a period of 25 years.

ARTICLE IV

USE OF THE PROJECT SITE

SECTION 4.01 Maintenance Covenants. During the period of its ownership, the Company shall be obligated to maintain the Project, and all improvements and landscaping situated thereon, in a clean and neat condition and in a continuous state of good repair in accordance with the Code. Upon completion of the Project, Company agrees to grant the City of Clinton an easement to the roadway which is described as set forth in Appendix 2 such easement to allow for public access and transportation on and over the roadway.

SECTION 4.02 Effect of Violation of the Terms and Provisions of this Agreement After Completion of Construction; No Partnership. The Authority is deemed the beneficiary of the terms and provisions of this Agreement, for and in its own rights and for the purposes of protecting the interests of the community and other parties, public or private, in whose favor and for whose benefit this Agreement and the covenants running with the land have been provided. This Agreement shall run in favor of the Authority, without regard to whether the Authority has been, remains or is an owner of any land or interest therein in the Project Site. The Authority shall have the right, if this agreement or covenants contained herein are breached, to exercise all rights and remedies, and to maintain any actions or suits at

law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of this Agreement and covenants may be entitled. Nothing contained herein shall be construed as creating a partnership between the Company and the Authority.

ARTICLE V

EVENTS OF DEFAULT AND REMEDIES

SECTION 5.01 Events of Default. The following shall constitute Events of Default hereunder and under each of the instruments executed pursuant to this Agreement:

(i) Default by the Company in the performance or observance of any covenant contained in this Agreement or any other instrument executed pursuant to this Agreement, or under the terms of any other instrument delivered to the Authority in connection with this Agreement, including, without limitation, the falsity or breach of any representation, warranty or covenant;

(ii) Material variance from the approved Road Plans and Specifications or without prior written consent of the Authority with regard to any of the materials, machinery or equipment acquired in connection with the Project or the appurtenances thereto, or any other material variance from the Road Plans and Specifications;

(iii) Any representation, statement, certificate, schedule or report made or furnished to the Authority by the Company with respect to the matters and transactions covered by this Agreement which proves to be false or erroneous in any material respect at the time of its making or any warranty of a continuing nature which ceases to be complied with in any material respect and the Company fails to take or cause to be taken corrective measures satisfactory to the Authority within thirty (30) days after written notice by the Authority; or

(iv) The initiation of bankruptcy or receivership proceedings by or against the Company and the pendency of such proceedings for sixty (60) days.

SECTION 5.02 Remedies. The Authority will provide the Company with notice and thirty (30) days opportunity to cure any Event of Default described in this Article V. Upon the Company's failure to cure any Event of Default to the Authority's satisfaction within the thirty (30) day period, the Authority may, at its option, require repayment of all amounts paid and expended by Authority in connection with its performance hereunder.

SECTION 5.03 Completion by the Authority. If an Event of Default occurs prior to the completion of construction of the Project, the Authority shall have the right, but shall not be bound, to complete the Project according to the approved Road Plans and Specifications. In the event the Authority elects to so complete the Project, the execution of this Agreement shall be deemed an appointment by the Company of the Authority as its true and lawful attorney-in-fact with the full power of substitution to complete, or cause to be completed, the Project in the Company's name and shall empower the Authority as follows:

(i) to use any funds of the Company, for the purpose of completing the Project in the manner called for by the Road Plans and Specifications;

(ii) to make minor changes and corrections in the Road Plans and Specifications and the as shall be deemed necessary or desirable by the Authority; provided, however, that such

changes do not increase project costs more than five percent (5.00%) determined on a cumulative basis;

(iii) to employ such contractors, subcontractors, agents, and inspectors as shall be required;

(iv) to pay, settle or compromise all existing bills and claims which are or may be liens against the property constituting a portion of the Project Site or any part thereof or may be necessary or desirable for completion of the work or obtaining clear title;

(v) to execute all applications and certificates in the Company's name which may be required by any contract relating to the Project;

(vi) and to do any and every act with respect to the Project which the Company may do in its own behalf.

It is understood and agreed that this power of attorney shall be deemed to be a power coupled with an interest which cannot be revoked. The Authority, as the Company's attorney-in-fact, shall also have the power to prosecute and defend all actions or proceedings in connection with the Project and to take such action and require such performance as the Authority deems necessary. The cost of said completion, including an amount equal to ten percent (10%) of such cost for the Authority's services in connection with such completion, shall be paid to the Authority by the Company. The Authority is authorized to add such costs to the Company's indebtedness to the Authority, holding the instruments executed in connection with this loan as security for the payment thereof, irrespective of whether the aggregate amount of such costs and the sums previously paid hereunder exceed the principal amount of the Company Note.

SECTION 5.04 Enforced Delay; Extension of Times of Performance.

A. In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in default, and all performance and other dates specified in this Agreement shall be extended, where the party seeking the extension has acted diligently and delays or defaults are due to events beyond the reasonable control of the party such as but not limited to: default of other party; war; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; intergalactic invasion, lack of transportation; litigation; unusually severe weather; or any other causes beyond the control or without the fault of the party claiming an extension of time to perform.

B. Times of performance under this Agreement may also be extended in writing by the mutual agreement of the Authority and the Company.

SECTION 5.05 Non-liability of Officials, Employees and Agents of the Authority. No official, employee or agent of the Authority shall be personally liable to the Company, or any successor in interest, pursuant to the provisions of this Agreement, for any default or breach by the Authority.

ARTICLE VI

MISCELLANEOUS

SECTION 6.01 Notices. Any notices or other communications required or permitted hereunder shall be sufficiently given if delivered personally or sent by registered or certified mail, postage prepaid, return receipt requested and addressed as set forth below or to such other address as the party concerned may substitute by written notice to the other. All notices shall be deemed received within five (5) days (excluding Saturdays, Sundays and holidays recognized by the State of Oklahoma) after being mailed:

If to the Company: Jett Distributing Company

If to the Authority: Clinton Industrial Authority
415 Gary Boulevard
Clinton, Oklahoma 73601
Attn: Chairman

SECTION 6.02 Amendment. This Agreement may not be amended or modified in any way, except by an instrument in writing executed by both parties hereto and approved in writing by the Company and the Authority.

SECTION 6.03 Non-Waiver; Cumulative Remedies. No failure on the part of the Authority to exercise and no delay in exercising any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by the Authority of any right hereunder preclude any other or further right thereof. The remedies herein provided are cumulative and not alternative.

SECTION 6.04 Assignment. Neither this Agreement nor the proceeds hereunder shall be assignable by the Company without the prior written consent of the Authority. The rights and benefits under this Agreement may be assigned by the Authority and the.

SECTION 6.05 Applicable Law. This Agreement and the documents issued and executed hereunder shall be deemed to be a contract made under the laws of the State of Oklahoma and shall not be construed to constitute the Authority as a joint venturer with the Company or to constitute a partnership among the parties.

SECTION 6.06 Descriptive Headings. The descriptive headings of the articles and sections of this Agreement are for convenience only and shall not be used in the construction of the terms hereof.

SECTION 6.07 Integrated Agreement. This Agreement constitutes the entire agreement between the parties hereto, and there are no agreements, understandings, warranties or representations between the parties regarding the financing of the Project other than those set forth herein.

SECTION 6.08 Time of Essence. Time is of the essence in the performance of this Agreement.

SECTION 6.09 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, legal representatives and assigns.

SECTION 6.12 Right to Defend. The Authority shall have the right, but not the obligation, with benefit of counsel selected by the Authority, all at the Company's expense, to commence, appear in or defend any action or proceeding purporting to affect the rights or duties of the parties hereunder.

SECTION 6.13 Trustees' Disclaimer. This instrument is executed by the Trustees or officers or both of the Clinton Industrial Authority in their official capacities as such Trustees or officers. By the execution hereof, all parties agree that, for the payment of any claim or the performance of any obligations hereunder, resort shall be had solely to the specific assets of the Authority described herein and no Trustee or officer of the Authority shall be held personally liable therefore. In this regard, specific reference is made to Section 179 of the Public Trust Act and to the Trust Indenture dated as of the 16th day of September, 1966, pursuant to which the Authority was created, a copy of which is of record in the office of the County Clerk of Custer County, Oklahoma.

IN WITNESS WHEREOF, the Company and the Authority hereto have caused this instrument to be duly executed this _____ day of _____, 2015.

CLINTON INDUSTRIAL AUTHORITY

_____

Seth Adams, Chairman

(SEAL)
ATTEST:

_____

Lisa Anders, Secretary

JETT DISTRIBUTING COMPANY

_____

Matt Jett, President

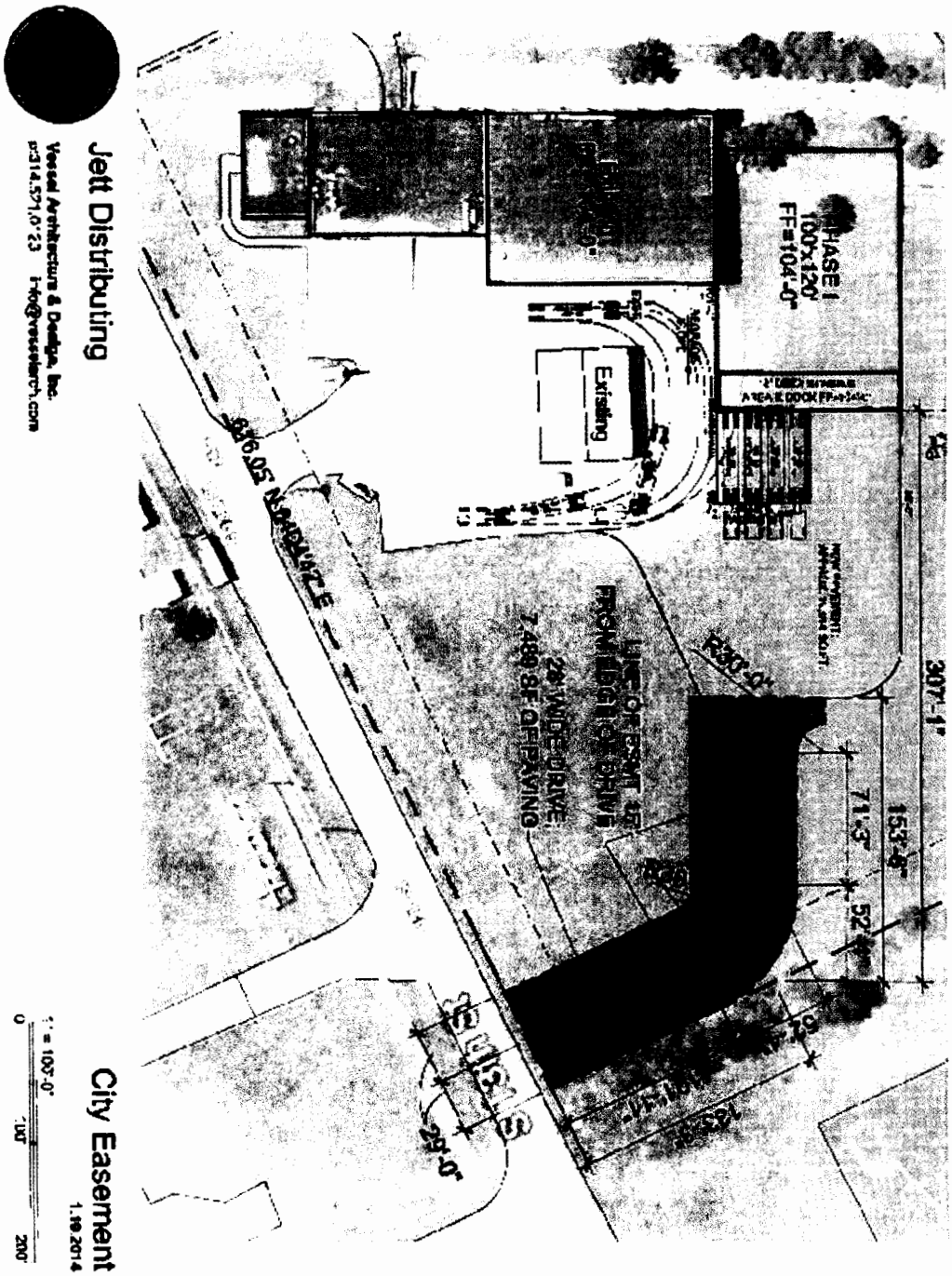
APPENDIX "1"

LEGAL DESCRIPTION OF THE PROJECT SITE

Block 4 of the Neptune Park Subdivision, being a subdivision of the Southeast Quarter (SE4) of Section 27, Township 12 North, Range 17 West of the Indian Meridian, Custer County, Oklahoma.

APPENDIX "2"

ROAD PLANS AND SPECIFICATIONS



PUBLIC NOTICE OF A REGULAR MEETING
OF THE CITY COUNCIL
TUESDAY, APRIL 21, 2015 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Source listing: 04/21/15 Meetings
Original source: https://agendas.clintonok.gov/archive/2015/042115/launch.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2015/042115/council.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2015/042115/industrial.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2015/042115/recreational.htm

1. Call to Order
2. Opening Prayer /Pledge Roland Youngberg, First United Methodist Church
3. Consent Agenda
    A. Consider Approval of Minutes of April 7, 2015
4. Action Items:
    A. Consider and take action on Family Medical Leave Act Policy
    B. Consider and take action on Alcohol and Controlled Substance Testing Policy and Procedures
    C. Consider condemnation for property in the 200 Block of West Modelle Owner: Juan Barrientos
    D. Consider condemnation for property at 516 North 8 th Owner: Alma Rosa Galvan
    E. Consider Resolution 848 regarding nomination of appointee to Board of Directors of the Oklahoma Municipal League
    F. Consider Resolution 849 regarding amendment of rate of Use Tax
5. Council Report
6. City Manager’s Report
7. Audience Participation
8. Adjournment

Filed this 17th day of April, 2015. Posted on the bulletin board in the lobby of the Clinton City Hall on April 17, 2015 at 2:00 p.m.

_____

Not recorded

MINUTES OF THE CLINTON CITY COUNCIL
APRIL 7, 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, April 7, 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 Friday, April 3, 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: Gerald Green
OTHERS: Kris Wermy, Jeremy Brush, Gene McCullough, Donald Webb, Mary Helen Jones, Joyce Kinney, Julie Menge, Steve Bieberich, John Kinsey, L.R. Sights, Keith & Michelle Marcy, Keaton Modi, Weldon Sawatzky, Floyd Hoffman and others.

Gerald Green 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 March 17, 2015
B. Consider Claims

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

Mayor put the motion to a roll call vote:

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

Mayor declared the motion carried.

AGENDA ITEM NO. 4 ACTION ITEMS

4A. CONSIDER RESOLUTION 846 REGARDING AMENDMENTS TO TRUST INDENTURE WITH OKLAHOMA MUNICIPAL RETIREMENT FUND

City Clerk Lisa Anders explained that Oklahoma Municipal Retirement Fund has proposed an amendment to the Trust Indenture so as to allow individual balances to be calculated on a daily basis rather than a monthly basis. Participating communities are asked to adopt a resolution as their vote for the approval of the changes. Two-thirds majority is necessary for the change to be implemented.

Motion was made by Councilman Hulin and seconded by Councilman Rodolph to adopt Resolution 846 regarding amendments to Trust Indenture with Oklahoma Municipal Retirement Fund.

RESOLUTION NO. 846

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLINTON APPROVING AN AMENDED AND RESTATED TRUST INDENTURE FOR THE OKLAHOMA MUNICIPAL RETIREMENT FUND; PROVIDING AMENDMENTS TO THE TRUST TO AUTHORIZE DAILY VALUATIONS AND DAILY ACCOUNTING FOR ASSETS WITHIN THE MASTER DEFINED CONTRIBUTION PLANS ADMINISTERED BY OKLAHOMA MUNICIPAL RETIREMENT FUND; PROVIDING FOR DAILY VALUATION OF PARTICIPANT ACCOUNTS IN THE DEFINED CONTRIBUTION PLANS ADMINSTERED BY OKLAHOMA MUNICIPAL RETIREMENT FUND AND PROVIDING PROCEDURES AND RULES FOR ACCOUNTING OF SUCH ASSETS; PROVIDING FOR EFFECTIVE DATE OF AMENDED AND RESTATED TRUST INDENTURE AND CONTINUING EXISTING TRUST AS AMENDED IN FULL FORCE AND EFFECT.

WHEREAS, the Board of Trustees of Oklahoma Municipal Retirement Fund have approved an Amended and Restated Trust Indenture of the Oklahoma Municipal Retirement Fund which makes various amendments to the Trust for purposes of allowing daily valuations and rules and procedures for accounting of assets in the Master Defined Contribution Plan which amendment is attached hereto as Exhibit "1"; and,

WHEREAS, the amendment can only become effective upon approval by a two-thirds (2/3) majority of the participating employers in the Oklahoma Municipal Retirement Fund.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Clinton that the attached amendment to the Oklahoma Municipal Retirement Fund Trust Indenture is approved.

*****END*****

The foregoing Resolution was duly adopted and approved by the City Council of the City of Clinton, on the 7th day of April, 2015, after compliance with notice requirements of the Open Meeting Law (25 OSA, Sections 301, et seq.).

MAYOR/CHAIRMAN

ATTEST:

Lisa Anders

CLERK/SECRETARY

Mayor put the motion to a roll call vote:

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

Mayor declared the motion carried.

4B. CONSIDER AND TAKE ACTION ON STREET SWEEPER LEASE PURCHASE AGREEMENT

Public Works Director Donald Webb reported that the current street sweeper is 13 years old and in need of repairs that are estimated at $30,000. He had obtained three quotes with lease purchase programs on a new street sweeper. Webb recommended the Tymco street sweeper bid submitted by United Engines for $171,500.00. He said they offered a $13,000 trade-in on the old unit but he recommended keeping it for a dump truck as the chassis is solid.

City Manager Mark Skiles said the payment could be delayed until July of 2015 on a six year lease purchase agreement.

Motion was made by Councilman Rodolph and seconded by Councilman Martinez to approve the staff recommendation for the Tymco street sweeper from United Engines and retain the old unit.

Mayor put the motion to a roll call vote:

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

Mayor declared the motion carried.

4C. CONSIDER AND TAKE ACTION REGARDING WATER WAIVER REQUEST FROM STEVE BIEBERICH

City Manager Mark Skiles said that Steve Bieberich had some concerns regarding the water restrictions that are currently in place. He had asked Mr. Bieberich to present his information to the Council.

Steve Bieberich said the ordinance allows for a 30 day waiver with a fee of $50.00 but he said this will not work because it does not give new plants enough time to be established. He said the restrictions do not affect any other unnecessary water user with this strict of regulations. He said consideration should be made to make the restrictions fairer. He recommended allowing the watering for new trees and flowerbeds more than 30 days.

Councilman Hulin asked why Mr. Bieberich had not expressed this concern when the ordinance was put in place.

Mr. Bieberich said that ODOT trees have a drip system that is required for a three year period.

Mayor Adams asked if a 90 day waiver would be recommended.

Bieberich said education needs to be made regarding mulch, not using sprinklers and proper planting.

City Manager Skiles said the question had been made regarding exemption of watering potted plants. He stressed that Foss is the sole source of Clinton's water and there is no water to spare.

RESOLUTION # 847

A RESOLUTION REGARDING AN OKLAHOMA LEASE-PURCHASE AGREEMENT FOR THE PURPOSE OF FINANCING A ***"STREET SWEEPER".***

WHEREAS, the City of Clinton desires to enter into that certain Oklahoma Lease-Purchase Agreement dated as of April 7, 2015, by and between City of Clinton and Government Capital Corporation, for the purpose of financing a ***"Street Sweeper".*** City of Clinton desires to designate this Agreement as a "qualified tax exempt obligation" of the City for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended. The City desires to designate Seth Adams, Mayor, as an authorized signer of the Agreement.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF CITY OF CLINTON:

Section 1. That the City of Clinton enters into a Oklahoma Lease-Purchase Agreement with Government Capital Corporation for the purpose of financing a ***"Street Sweeper".***

Section 2. That the Oklahoma Lease-Purchase Agreement dated as of April 7, 2015, by and between the City of Clinton and Government Capital Corporation is designated by the City as a "qualified tax exempt obligation" for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

Section 3. That the City of Clinton designates Seth Adams, Mayor, as an authorized signer of the Oklahoma Lease-Purchase Agreement dated as of April 7, 2015, by and between the City of Clinton and Government Capital Corporation.

PASSED AND APPROVED by the City Council of the City of Clinton in a meeting held on the 7 day of April, 2015.

Lessee: City of Clinton

Seth Adams, Mayor

Witness Signature

Lisa Anders, City Clerk

Bieberich said that 30 days watering should be sufficient for sod since it is hearty but trees and shrubs would need 90 days.

Councilman Hulin asked Mr. Bieberich if he could provide the Council with a written recommendation on water needs.

Mr. Bieberich said he would provide the information.

AGENDA ITEM NO 5.COUNCIL REPORT

None

AGENDA ITEM NO. 6: MANAGER'S REPORT

Public Works Director Donald Webb reported that the site preparation for the Dixon well is completed and pouring would be completed Friday or Saturday. He said the building would be delivered on Monday and attached on Tuesday. He reported that the internal controls are about two weeks out.

City Manager Skiles said the quotes were requested from five vendors and two made submittals.

In response to a question regarding the flushing of lines at White Dog, Skiles said the DEQ requires the City to maintain a certain level of chlorine and the only way for the residual is by flushing lines. He said the state has tied the city's hands. He reported that the airport standpipe had been taken off line last year in an attempt to address this issue.

City Manager Skiles provided an update on the Feasibility Study for the interchange at Gary Boulevard and I-40. He said that Poe Engineers has been selected as the engineer. The City had previously committed up to $250,000 for the project. He said the fee schedule has been presented and the project is being discussed. The state has committed $1,000,000 to the project. He said the study should be completed in the Fall of 2016.

AGENDA ITEM NO. 7 : AUDIENCE PARTICIPATION

Floyd Hoffman asked when additional water will be available since citizens had their rates increased in January.

Joyce Kinney said the water issue is important and gave suggestions for conserving water.

AGENDA ITEM NO. 8: ADJOURNMENT

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

Mayor put the motion to a roll call vote:

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

Mayor declared the meeting adjourned at 6:20 p.m.

FAMILY AND MEDICAL LEAVE ACT (FMLA) POLICY

A. **APPLICATION.** This policy applies to individuals who have been employed by the City for at least a total of twelve (12) months and who have worked at least 1,250 hours during the immediate preceding twelve (12) month period.

B. **DEFINITIONS.**

1. "Child" means a biological, adopted or foster child, a stepchild, a legal ward or a child of a person standing in the place of a parent under 18 years old or if 18 years old or older is incapable of self-care because of a mental or physical disability.

2. "Parent" is the biological parent of the employee or an individual who stood in place of the biological parent when the employee was a son or daughter.

3. "Qualifying Exigency" means one or more of the following: a) up to seven (7) calendar days for short term notice deployment; b) military events and related activities; c) childcare and school activities; d) financial and legal arrangements; e) counseling; f) short term rest and recreation; g) post deployment activities; and h) additional duties arising out of active service.

4. "Spouse" is a husband or wife.

5. "Serious illness" means an illness, injury, impairment or physical or mental condition that involves: (1) in-patient care in a hospital, hospice or residential medical care facility; (2) chronic conditions requiring continuing treatment by a health care provider; 3) permanent, long term conditions requiring medical supervision; 4) conditions requiring multiple treatments; 5) specialized pregnancy related conditions and 6) substance abuse treatment of the employee or a family member.

C. **REASONS FOR LEAVE**. An employee who meets the requirements set forth in Sections A and B above, may be granted a total of twelve (12) weeks of family medical leave during a twelve (12) month period, [the twelve (12) month period is based on a rolling year], for the following reasons:

1. A. The birth of the employee's child and in order to care for the child;

B. The placement of a child with the employee by adoption or foster care;

C. To care for the employee's spouse, child or parent who has a serious health condition;

D. A serious health condition that renders the employee incapable of performing the functions of his or her job; or

E. Due to a qualifying exigency that arises because a service member of the Reserves, National Guard or certain retired members of the regular armed forces or retired reserves has been called to federal active duty or ordered to federal active duty in the armed forces for a contingency operation.

2. BOTH SPOUSES WORKING FOR THE CITY. The total family leave that may be taken by spouses who are both employees of the City shall not exceed a total of twelve (12) weeks if the leave is taken for birth or adoption of a child or the serious illness of a parent. This section does not apply to the employee's own illness or the serious illness of a child. In those situations, both employees are entitled to a total of twelve (12) weeks leave.

3. BIRTH/PLACEMENT OF A CHILD. The entitlement to leave for the birth or placement of a child by adoption of foster care will expire twelve (12) months from the date of the birth or placement. The City is not required to grant intermittent leave in these circumstances although it may due so on a case by case basis

D. NOTICE OF LEAVE. An employee intending to take family or medical leave because of an expected birth or placement, or because of a planned medical treatment for the employee or family member, must submit an application for leave at least thirty (30) days before the leave is to begin. If leave is to begin within thirty (30) days, an employee must give notice to the City Clerk as soon as the necessity for the leave arises. When it is not practicable to provide advance notice, or when the need for the leave is not foreseeable, the employee most give notice as soon as practicable (absent an emergency situation, the same or next business day) and in compliance with the City's notice and procedural requirements for seeking leave as set forth in the City's Handbook. Further, the employee is required to follow the City's call-in policy set forth in the Handbook when the employee will be absent from work.

An employee requesting leave must complete an "Application for Family and Medical Leave" form. The completed application must state the reason for the leave, the duration of

the leave, and the estimated starting and ending dates of the leave. The completed application must be submitted to the City Manager via the City Clerk for approval.

E. **MEDICAL CERTIFICATION OF LEAVE.** An application for leave, based on the seriousness of the health condition of the employee or the employee's spouse, child or parent, must also be accompanied by a "Medical Certification Statement" completed by the health care provider stating the date on which the health condition commenced, the probable duration of the condition, and appropriate medical facts regarding the condition. The completed form is to be returned to the City within fifteen (15) days of receipt, unless the time is extend for good cause shown. Failure to provide the required information may result in denial of job protected leave unless the employee is able to provide adequate reason for the failure to provide the required information.

If the leave is needed to care for a spouse, child, or parent of the employee, the certification must so state an estimate of the amount of time the employee will need to be off work. If the employee has a serious health condition, the certification must state that the employee cannot perform the functions of his or her job. The City may request a second opinion, at the City's expense. If the original opinion and the second opinion conflict, the City may require a third opinion by a physician jointly selected by the City and the employee. The City will bear the cost of the third opinion, which is final and binding on the employee and the City, as to the necessity of the medical leave. The City may require subsequent re-certification on a reasonable basis.

F. **PAID/UNPAID LEAVE.** The employee must first use accrued, but unused, leave as part of the twelve weeks. The order of usage, i.e. accrued vacation leave, accrued holiday leave (if any), accrued sick leave and accrued compensatory time off will depend on the reason for the leave and will be in accordance with the leave policies in the City's Handbook. Leave must be used in the same increments outlined in the Handbook for the applicable leave if that leave was taken for reason other than FMLA leave After all vacation, holiday leave, sick leave and compensatory time off has expired, the remaining part of the twelve weeks will be without pay.

G. **BENEFITS COVERAGE DURING LEAVE.** During a period of family or medical leave, an employee will be retained on the City's health plan under the same conditions that applied before leave commenced. To continue health coverage, the employee must continue to make any contributions that he was making to the plan before taking leave. If the employee fails to return to work after the expiration of the leave, the employee may be required to reimburse the City for payment of all health insurance premiums made by the City during the family or medical leave as provided by the Family and Medical Leave Act.

An employee is not entitled to the accrual of any seniority or any other employment benefits that would otherwise have accrued during the period of leave. An employee who takes family or medical leave will not lose any seniority or employment benefits that accrued before the date leave began.

H. **RETURN FROM LEAVE.** An employee must complete and submit to the City Manager via the City Clerk a "Notice of Intention to Return From Family or Medical Leave" form, before he/she can be returned to active duty status. If an employee wishes to return to work prior to the expiration of an approved family or medical leave of absence, notification must be given to the City Manager at least five (5) working days prior to the employee's planned return. An employee must also submit a fitness for duty certificate from the employee's health care provider indicating that the employee is able to resume work and is able to perform the essential functions of his/her position where the leave is due to the employee's serious health condition.

Upon return to work, an employee will be restored to his old position or to a position with equivalent pay, benefits and other terms and conditions of employment. The City cannot guarantee that an employee will be returned to his or her original job.

I. **FAILURE TO RETURN FROM LEAVE.** The failure of an employee to return to work upon the expiration of a family or medical leave of absence will subject the employee to termination of employment unless an extension of leave is granted by the City Manager. An employee requesting an extension of leave must submit a request for an extension, in writing, to the City Manager via the City Clerk. The request must be accompanied by a physician's statement as to the necessity for the continued leave. The written request is to be made as soon as the employee realizes that he or she will not be able to return at the expiration of the leave period. The extension must be approved by the City Manager at his sole discretion.

J. **MILITARY CARE GIVER LEAVE:** Up to twenty-six (26) weeks of leave may be granted in a single twelve (12) month period to an employee, including next of kin, who meets the requirements set forth in Subparagraph A above, to care for a covered service member for a serious injury incurred by the covered service member in the line of active duty. For the purpose of this section of the Policy, the following definitions apply:

1. "Covered service member" means a member of the Armed Forces, National Guard or Reserves who is undergoing medical treatment, recuperation, or therapy, is otherwise in an outpatient status, or is on temporary disability retired list for a serious injury or illness. Former members of the Armed

Forces, National Guard or Reserves are not covered by this provision.

2. "Serious injury or illness" is one incurred in the line of active duty that may render the member unfit to perform his/her duties. It includes both physical as well as psychological injuries.

The City may require certification that the employee is needed to care for a seriously ill or injured service member. The certification may be completed by the Department of Defense health care provided, a Veterans Affairs health care provider, or a Department of Defense non-network TRICARE authorized private health care provider. The burden is on the employee to provide the Certification, upon request, and failure to do so may result in a denial of the leave.

ALCOHOL & CONTROLLED SUBSTANCE TESTING POLICY AND PROCEDURES

Section 1. Policy Statement: The City recognizes the importance of having a drug and alcohol free workplace. The abuse of drugs, alcohol or other chemical substances endangers the safety of the public, the employee, and other City employees. The City recognizes that it is in its best interest, as well as the best interest of its employees and the public, to prevent and eliminate drug, alcohol and/or substance abuse in the work place. Any employee found using, possessing, selling, distributing or being under the influence of an illegal chemical substance and/or alcohol during working hours or while on City property or while using City equipment will be subject to discipline up to and including termination of employment.

Section 2. Effective Date: This policy will be effective ten (10) days after official posting in a prominent place at all City facilities where employees routinely report for duty and following distribution of the policy to all employees. In addition, a copy will be given to each applicant for employment upon receipt of a conditional offer of employment.

Section 3. Application: This policy applies to all employees as well as all applicants for employment once they have received a conditional offer of employment. This policy will comply with the Oklahoma Standards for Workplace Drug and Alcohol Testing Act, 40 O.S. §551 *et. seq.* (the "Act") as amended.

Section 4. Applicant Pre-Employment Testing: All applicants will undergo drug and/or alcohol testing following a conditional offer of employment but prior to final hiring and assignment. Refusal to undergo a test, or a positive test, will result in the City withdrawing its conditional offer of employment. In addition, adulteration of a specimen for a drug or alcohol test will be considered as a refusal to undergo a test.

Section 5. For Cause Testing: Drug and/or alcohol testing may be conducted on any employee at any time the City has reasonable suspicion that there is cause to believe that an employee may be under the influence of drugs or alcohol, including, but not limited to, the following circumstances:

5.1 Observation of drugs or alcohol on or about the employee's person or in the employee's vicinity;

5.2 Observation of conduct on the part of the employee that suggests that the employee is impaired or is under the influence of drugs or alcohol;

5.3 Receipt of a report of drug or alcohol use by an employee while at work ;

5.4 Information that an employee has tampered with drug or alcohol testing at any time;

5.5 Negative job performance patterns by the employee; or

5.6 Excessive or unexplained absenteeism or tardiness.

The supervisor will verbally inform the employee of the reason for the test. Additionally, a written record of the situation leading to the drug or alcohol test will be created and signed by the supervisor(s) within 24 hours of the event. A copy of the report will be forwarded to the City Manager.

The employee involved must stop work immediately and will be transported as soon as possible to the designated testing facility by a management/supervisory employee. The employee will not be allowed back to work until the results of the test are known.

Section 6. Post Accident Testing: Post-Accident drug and/or alcohol testing may be conducted on an employee where there has been damage to City property or equipment while the employee was at work or the employee or another person has sustained an injury while at work. The post accident test will be administered while the employee is still on duty or as close to as possible. No employee required to take a post accident alcohol or drug test may use any alcohol or drugs, of any kind, following the accident until he/she undergoes the post accident testing.

Section 7. Random Testing: The City may, at various times, randomly select members of the following employment groups, at its discretion, for unannounced random testing for drugs or alcohol:

a. paid police officers;

b. paid firefighters;

c. persons engaged in activities which directly affect the safety of the public;

d. employees whose work involves direct contract with inmates in the custody of the Department of Correction; or

e. employees for whom testing is mandated or authorized by the Omnibus Transportation Employee Testing Act, as amended from time to time, and the U.S. Department of Transportation regulations applicable thereto.

Section 8. Periodic Scheduled Testing: The City may require an employee in any of the employment groups identified in Section 7 above to undergo drug or alcohol testing as part of a routinely scheduled employee fitness for duty examination or in connection with the employee's return to duty from a leave of absence.

Section 9. Post Rehabilitation Testing: The City may require an employee to undergo drug and/or alcohol testing, without prior notice, for a period of up to two (2) years after the employee's return to work following a confirmed positive test result or following participation in a drug or alcohol dependency program. Post-rehabilitation testing will be conducted in addition to any other testing the employee is subject to under this policy.

Section 10. Substance for Which Tests May Be Given: The City reserves the right to test for all drugs and for the presence of alcohol. The test for drugs may include, but not be limited to: amphetamines, cannabinoids, cocaine, phencyclidine (PCP), hallucinogens, methaqualone, opiates, barbiturates, benzodiazepines, synthetic narcotics, designer drugs, illegal steroid or a metabolite of any of the above.

Threshold reporting levels will be those established and maintained by the Federal Department of Transportation and as utilized by the National Institute for Drug Abuse (NIDA). Any positive levels below those established reporting levels will not be reported to the City's Review Officer by the testing laboratory.

Section 11. Methods and Documentation: Collection, storage, transportation, testing facilities and testing procedures will be conducted in accordance with rules established by the State Board of Health. Samples may be collected on the premises of the City at its election. Body component samples will be collected with due regard to the privacy of the individual being tested. In no case may any City employee directly observe collection of a urine sample. A written record of the chain of custody of the sample will be maintained until the sample is no longer required.

All sample testing will conform to scientifically accepted analytical methods and procedures. Testing will include confirmation testing of any positive test results by gas chromatography, gas chromatography-mass spectroscopy, or an equivalent scientifically accepted method of equal or greater accuracy as approved by the State Board of Health at the cut off levels as determined by the State Board of Health. In the case of the use of Breathalyzer testing method, no discipline may be imposed unless there is a confirmation test performed on a second sample that confirms the prior results.

An applicant or employee will be given the opportunity to provide notification of any information which he/she considers relevant to the test, including currently or recently used drugs or other relevant information. In the event that an employee wishes to challenge the results of the City's test, he/she may do so as provided in this policy. The employee must have had the sample collected within one hour of the City's sample and such retest must be in accordance with the standards set forth by the State Board of Health and in this policy.

Section 12. Costs: The City is responsible for all costs associated with drug or alcohol testing. However, if an employee or applicant requests a confirmation test of a sample within twenty-four (24) hours of receiving notice of a positive test result in order to challenge the results of the positive test, the employee or applicant is responsible for the cost of the confirmation test unless the

confirmation test reverses the findings of the challenged positive test. In such case, the City will reimburse the person for the cost of the confirmation test.

Section 13. Refusing to Undergo Testing or Tampering with Sample: Employees refusing to undergo testing according to the terms of this policy will be subject to disciplinary action up to and including termination. Adulteration of a specimen or of a drug or alcohol test will be considered as a refusal to undergo a test and will result in disciplinary action up through and including termination of employment.

Section 14. Review Officer: The City will contract with a Review Officer who will receive confirmed positive test results from the testing facility and evaluate those results in conjunction with the subject employee and/or applicant. The Review Officer will be qualified by the Board of Health to receive, interpret and evaluate the test results. Upon receiving a confirmed positive test result, the Review Officer will contact the applicant or employee prior to notification of City officials. The applicant or employee will be given the opportunity to explain the test results.

Section 15. Confidentiality: The City will treat all test and all information related to such test, as confidential materials. All records relating to drug testing will be kept separated from personnel records. The records are the property of the City but will be made available to the affected applicant or employee for inspection and copying upon request and will also be available for review by the City' Review Officer. Except as set forth below, the records will not be released to any person other than the applicant or the employee without that person's express written permission. However, the City may release the records to:

a. to comply with a valid judicial or administrative order;

b. as admissible evidence in a case or proceeding before a court of record or administrative agency if the employee or the City is named as a party in the case or proceeding; or

c. to employees or agents of the City who need access to the records in connection with the administration of this Policy and the Oklahoma Standards for Workplace Drug and Alcohol Testing Act.

Section 16. Disciplinary Action: The City may elect to take disciplinary action, up to and including termination of employment, against an employee who: 1) tests positive for drugs and/or alcohol; 2) refused to test under this policy; or 3) adulterates a specimen for a drug or alcohol test.

16.1 Positive Test Results: The City will evaluate the employment history of any employee who tests positive for drugs and/or alcohol. The appropriate course of action will be determined based on the employee's total work record. Where deemed appropriate by management, an employee may be offered the opportunity to enter into a rehabilitation program. Continued

employment will be contingent upon the successful completion of a rehabilitation program and an agreement to undergo periodic drug and/or alcohol post-rehabilitation testing for up to two (2) years. However, the City reserves the right to initiate disciplinary action, up to an including termination of employment, for the first positive test result. An decision regarding disciplinary action under this policy by management will be final and binding.

16.2 Employees who have tested positive, and who have been offered the opportunity to participate in a rehabilitation program in lieu of termination of employment, will not be allowed to return to work until they can provide a verified negative "return to work" test from a City approved facility. An employee may be allowed a maximum of 12 weeks to provide a verified negative "return to work" drug or alcohol test. If a negative test is not provided within 12 weeks, the employee will be terminated from employment. Until a negative "return to work" test is supplied, the employee will be on leave without pay. However, an employee may request permission to use accrued sick leave and vacation leave. An employee may request a "return to work" test no sooner than two weeks from a positive test result, and subsequently every other week thereafter, until a negative "return to work" test is obtained. Employees refusing to seek help or submit to testing in accordance with this policy will be subject to disciplinary action.

16.3 In the event the City does not terminate the employment of an employee who has a positive test result, the employees who enters a rehabilitation program after the positive test results will be permitted to do so only once. Any future recurrence for abuse with the same or any other substance will result in termination of employment.

16.4 An employee who is discharged from employment on the basis of refusal to undergo drug or alcohol testing or based on a positive drug or alcohol test will be considered as having been discharged for misconduct for the purpose of unemployment compensation and the City will protest any application for unemployment benefits.

Section 17. Prohibitions: No employee may report for duty within four hours after using alcohol or remain on duty while having an alcohol concentration of 0.04 or greater, and no supervisor will permit any employee to perform any work duties if the supervisor is aware the employee has an alcohol concentration of 0.04 or greater. No employee will be on duty or operate a City vehicle/equipment or perform job duties while in possession of alcohol nor use alcohol during duty time. Further, no employee may report for duty, drive a City-owned vehicle, operate City equipment or remain on duty when the employee has used any controlled substance, except when the use is pursuant to the instructions of a physician and where the physician has advised an employee the substance will not adversely affect an employee's ability to drive a vehicle or operate equipment. No supervisor having knowledge that an employee has used a controlled substance may permit an employee to be on duty or drive/operate any City vehicle or equipment.

Section 18. Responsibilities of Individuals: In order to comply with the provisions of this policy, each employee assumes the following responsibilities:

18.1 Working Under the Influence of Performance Impairing Medication: Employees who have been prescribed legal medications that might affect the safe performance of their duties are required to notify their supervisors prior to performing any hazardous or dangerous tasks.

18.2 Reporting to Work or Working While Impaired: Employees may not report to work and may not continue to work while impaired by any restricted substance identified in this policy.

18.3 Reporting Violations: The services provided by certain employees are performed, at times, under hazardous and dangerous conditions. Thus, employees are encouraged to come forward and report any violation of this policy to management. This information may be instrumental in the prevention of serious accidents and injuries on the job.

Clinton
Hub City of Western Oklahoma

Agenda Commentary

Subject: Condemnation of a trailer house located in the 200 block of West Modelle, North side (S65' less S17' Lots 3-4 Block 13 Hayes Addition). Owned by Juan Barrientos C/o Raul Barrientos.

Staff Source: Toby Anders Code Enforcement Officer

History/Background Information: The trailer house that is located on the above given legal description it has been a nuisance for numerous years. Since March '09 I have had violations from grass, weeds and trash to vacated unsecured structure. The house has not had water service since before 1994.

Recommendation: It is my recommendation to the City of Clinton City Council that this property be condemned and all contents on this property be removed.

Clinton
Hub City of Western Oklahoma

Agenda Commentary

Subject: Condemnation of a house located at 516 N. 8th. Owned by Alma Rosa Galvan.

Staff Source: Toby Anders Code Enforcement Officer

History/Background Information: The house at 516 N. 8th has had two fires. The first fire was on 8/22/14. Inspections were done at that time and condition of house was repairable. The second fire was 11/2/14 inspections were performed after the second fire. Due to the amount of damages the house is not repairable. I have sent violation notices to the owner and have not had any response. The house has not had water service since 8/23/14.

Recommendation: It is my recommendation to the City of Clinton City Council that this property be condemned and all contents on this property be removed.

OKLAHOMA Municipal League
Champions For Effective Local Government

OKLAHOMA MUNICIPAL LEAGUE, INC.

201 N.E. 23rd Street ◆ Oklahoma City OK 73105

405-528-7515 ◆ 800-324-6651 ◆ 405-528-7560 Fax

TO: District 10 OML Member Municipalities
(Mayor, Manager, Council-members & Clerk)

FROM: James Couch, OML President

SUBJECT: Call for Nominations in District 10

DATE: April 10, 2015

The Board seat representing District 10 on the Oklahoma Municipal League (OML) Board of Directors is up for election due to the untimely passing of Councilmember Joe Johns. Nominations will be received until May 15, 2015 and will be voted on during the June OML board of directors meeting.

District 10 is comprised of the following municipalities:

ALTUS
ARAPAHO
BESSIE
BLAIR
BURNS FLAT
BUTLER
CANUTE
CARTER
CHEYENNE
CLINTON
CORDELL
CORN
CUSTER CITY
DILL CITY
EAST DUKE
ELDORADO
ELK CITY
ELMER
ERICK
FOSS
GOTEBO
GOULD
GRANITE
HAMMON
HEADRICK
HOBART
HOLLIS
LONE WOLF
MANGUM
MARTHA
MOUNTAIN PARK
MOUNTAIN VIEW
OLUSTEE
REYDON
ROCKY
ROOSEVELT
SAYRE
SENTINEL
SNYDER
STRONG CITY
THOMAS
WEATHERFORD
WILLOW

Any municipal official of any of the above OML member municipalities that is interested in this position should submit a letter of interest, resume and a resolution from your municipality supporting your nomination to the OML offices, 201 NE 23rd Street, Attention: Nominating Committee to be received no later than **Friday, May 15, 2015**. Contact Nancee Morris at 1-800-324-6651 or 405-528-7515 or nancee@oml.org with any questions.

If you have any questions or desire additional information, please feel free to contact OML Executive Director, Carolyn Stager at the OML offices (1-800-324-6651 or 405-528-7515, 405-514-6712 cell) or myself, James Couch, jim.couch@okc.gov. Thank you for your interest.

RESOLUTION NO. 848

A RESOLUTION OF SUPPORT FOR THE APPOINTNMENT OF _____ TO THE DISTRICT 10 SEAT ON THE BOARD OF DIRECTORS OF THE OKLAHOMA MUNICIPAL LEAGUE; DECLARING SAID APPOINTMENT TO BE FOR THE BENEFIT OF THE CITY/TOWN OF Clinton AND OTHER MUNICIPALITIES WITHIN THE DISTRICT; AND DECLARING THE MISSION OF THE OKLAHOMA MUNICIPAL LEAGUE TO BE FOR THE PUBLIC PURPOSE.

WHEREAS, the City/Town of Clinton recognizes that the Oklahoma Municipal League ("OML") is a non-profit member driven organization composed of municipalities from across the State of Oklahoma who work together for their mutual benefit;

WHEREAS, the City/Town of Clinton through its membership with OML, realizes many benefits from the policy and legislative work of the OML, and as a result, supports the mission of OML which is to provide services and programs to its members to assist them in better serving their citizens and communities;

WHEREAS, the City/Town of Clinton is within District 10 and as such is represented by an appointee seated within said district;

WHEREAS, the City/Town of Clinton has an interest and desire to resolve its support of the nomination of _____ for District 10 seat on the OML Board of Directors;

WHEREAS, the City/Town of Clinton finds that said nomination would benefit the City/Town/Town of Clinton and the other municipalities within District 10 by serving as the individual and collective voice of local government officials in interaction at both the state and national level;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL/TOWN BOARD OF THE CITY/TOWN OF CLINTON, OKLAHOMA:

SECTION 1: That the City/Town of Clinton unequivocally supports the nomination of _____ to serve as the District 10 appointee on the Board of Directors of the OML, by finding and declaring that the mission of OML to be for the public purpose and acknowledging that the City/Town of Clinton and other municipalities within District 10 will benefit by his/her appointment.

SECTION 2: That should _____ ultimately be appointed to the OML Board of Directors, he/she is specifically authorized and requested to fully participate in said meetings of the Board of Directors and the projects of the same to the ultimate benefit of the City/Town of Clinton.

PASSED, APPROVED AND EFFECTIVE THIS _____.

_____
(Mayor's signature)

ATTEST:

_____
(Clerk signature)

Approved as to form and legality on this ____ day of _____.

_____
(City/Town attorney)

RESOLUTION NO. 849

RESOLUTION AMENDING USE TAX, AUTHORIZED IN ORDINANCE 898, CODIFIED AT 3-3-5 OF THE CLINTON CITY CODE, TO EQUAL THE RATE OF SALES TAX AS REQUIRED BY 68 O.S.§1411 .

WHEREAS, 68 O.S. §1411 allows for the levy and collection of a Use Tax equal to authorized municipal sales tax;

WHEREAS, the City of Clinton has adopted Ordinance 898 which authorizes the levy and collection of Use Tax; and,

WHEREAS, the City of Clinton has increased the percentage of sales tax collection from 4% to 4.5% until September 30, 2019, at which time it will return to 4%.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CLINTON, OKLAHOMA:

1. The Use Tax adopted in Ordinance 898 and codified at 3-3-5 shall be amended to comply with 68 O.S. §1411.

2. The Use Tax shall be increased from 4% to 4.5%, until September 30, 2019.

PASSED AND APPROVED at the regular meeting of the City Council of the City of Clinton and duly signed by the Mayor this _____ day of _____, 2015.

THE CITY OF CLINTON, OKLAHOMA

By: _____
MAYOR

ATTEST:

_____
CITY CLERK