All items on this agenda, including but not limited to any agenda item concerning the adoption of any ordinance, resolution, contract, agreement, or any other item of business, are subject to amendment, including additions and/or deletions. This rule will apply to every individual agenda item without exception, and without providing this same amendment language with respect to each individual agenda item. Such amendments should be rationally related to the topic of the agenda item, or the governing body will be advised to continue the item.

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

# PUBLIC NOTICE OF A REGULAR MEETING OF THE PUBLIC WORKS AUTHORITY TUESDAY, JUNE 17, 2025 AT 5:30 PM CLINTON CITY HALL

## AGENDA

Source listing: 06/17/2025
Original source: http://agendas.clintonok.gov/2025/061725/launch.html
Listing date differs from agenda heading; listing date retained
Conflicting dates in agenda headings
Source heading dates: 2025-06-17, 2025-06-06. Listing date retained; consult the archived source.

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

    A. Dan Day, Sheriff, Custer County, Prayer
    Donald Miller, Post Commander, American Legion Post 41, Pledge

2. CONSENT AGENDA

    A. Minutes of June 3, 2025 Regular Meeting

    B. Budget Transfers FY 2024-2025

    C. Change Order No. 2 Krapff Reynolds Construction Clinton Sewer Improvements Project S-2505

3. DISCUSSION, CONSIDERATION, AND POSSIBLE ACTION REGARDING:

    A. Water and Wastewater Treatment Plant Operation and Maintenance Agreement

    B. Ratify Proposal from Lone Hickory West, LLC for Emergency Repairs to the 27 Inch Wastewater Outfall Line

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

5. TRUSTEE COMMENTS

6. MANAGER’S COMMENTS

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

8. ADJOURN

Filed this 13 th day of June 2025, Posted on the bulletin board in the lobby of the Clinton City Hall June 13, 2025, at 4:00 p.m.

_____

Not recorded

**MINUTES OF CLINTON PUBLIC WORKS AUTHORITY MEETING**
**JUNE 3, 2025**

Minutes of the regular meeting of the Chairman and Trustees of the Clinton Public Works Authority City of Clinton, Oklahoma, Custer County, held in the City Council Room, City Hall on Tuesday, June 3, 2025, at 5:30 p.m. A notice of this meeting was posted on the bulletin board in the lobby of Clinton City Hall on May 30, 2025, at 4:00 P.M.

## AGENDA ITEM No. 1. CALL TO ORDER, OPENING

Chairman David Berrong called the meeting to order at 5:34 p.m. with the following present:

**MAYOR**: David Berrong
**COUNCIL**: Ernie Dowdell, Stormie Hill, Arthur Lloyd
**COUNCIL ABSENT**: Ernesto Villanueva
**MANAGER:** Robert Johnston (absent)
**CITY TREASURER**: Debra Blanchard
**CITY ATTORNEY**: Ryan Meacham
**CITY CLERK:** Amy Jones
**NEWS MEDIA**: Mike Smith, Sean Stephens
**OTHERS:** Gene McCullough, Kent and Beth Dewees, Toby Anders, Henry Caldwell, Don Miller, Temple Diehl, and others.

Temple Diehl, Pastor First United Methodist Church opened the meeting with prayer and Donald Miller, Post Commander, American Legion Post No. 41 led the Pledge of Allegiance.

## AGENDA ITEM NO. 2: CONSENT AGENDA

A. Minutes of May 6, 2025 Regular Meeting and May 20, 2025, Regular Meeting,
B. Consider Claims;
C. Acknowledgement of Financial Statement for the Month Ending April 30, 2025
D. Pay Application No. 2 from Krapff Reynolds Construction Company Project No. S-2505 Invoice No. 25116 in the Amount of $235,963.85 for Clinton Sewer Improvements Project Associated with ODOT Project Agreement #31842(04) I-40 Exit 65 Improvements
E. Pay Application No. 2 from Krapff Reynolds Construction Company Project No. W-2501 Invoice No. 25117 the Amount of $103,208.00 for Clinton Water Improvements Project Associated with ODOT Project Agreement #31842(04) I-40 Exit 65 Improvements,
F. Pay Application No. 8 in the Amount of $275,007.32 by Walters-Morgan for Clinton Lake WTP Chlorine Building.

Motion was made by Trustee Dowell and seconded by Trustee Hill that the Consent Agenda Items be approved.

Chairman put the motion to a roll call vote:

Aye: Dowdell, Hill, Lloyd, Berrong
Nay: None

Chairman declared the motion carried.

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

**A.** Resolution No. PW25-02 A Resolution of The Clinton Public Works Authority Requesting Declaring an Emergency to Exist, Waiving Competitive Bidding Requirements and Authorizing the City Manager to Arrange for Timely & Economic Repairs, Utilizing Available Funding, To The 27" Sewer Out Fall Main.

The Resolution No. PW25-02 A Resolution of The Clinton Public Works Authority Requesting Declaring an Emergency to Exist, Waiving Competitive Bidding Requirements and Authorizing the City Manager to Arrange for Timely & Economic Repairs, Utilizing Available Funding, To The 27" Sewer Out Fall Main. Gene McCullough, Public Works Director, reminded the Trustee's that at the last meeting we approved emergency repairs in the amount $85, 575.00. He reported that additional repairs have been identified with all the recent rains and will exceed the repair amount that was approved at the last meeting. The repairs to the collapsing line are needed and will need to be done as soon as possible.

Motion was made by Trustee Dowdell and seconded by Trustee Hill to approve the Resolution No. PW25-02 A Resolution of The Clinton Public Works Authority Requesting Declaring an Emergency to Exist, Waiving Competitive Bidding Requirements and Authorizing the City Manager to Arrange for Timely & Economic Repairs, Utilizing Available Funding, To The 27" Sewer Out Fall Main.

Chairman put the motion to a roll call vote:

Aye: Dowdell, Hill, Lloyd, Berrong
Nay: None

Chairman declared the motion carried.

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

None

**AGENDA ITEM NO. 5: TRUSTEE COMMENTS**

None

## AGENDA ITEM NO. 6: MANAGER COMMENTS

None

## AGENDA ITEM NO. 7: ADJOURNMENT

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

Chairman put the motion to a roll call vote:

Aye: Dowdell, Hill, Lloyd, Berrong
Nay: None

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

_____
Date Approved

_____
David D. Berrong, Chairman

**PWA FUND BUDGET LINE ITEM TRANSFERS FY 2024-2025**

| | IN + | OUT (-) |
|---|---|---|
| **WATER ADMIN** | | |
| 700-40701-2200 FOSS WATER PURCHASES | | |
| 700-40701-2210 FOSS ASSESSMENT | | |
| **WATER MAINT** | | |
| 700-40708-3005 BLDG REMODELING | | |
| 700-40708-3030 OTHER EQUIP | | |
| **WATER TREATMENT** | | |
| 700-40710-3035 IMPROV OTHER THAN BLDG | | (665,000) |
| **WATER RO TREATMENT** | | |
| 700-40715-2046 EQUIP REPAIR & MAINT | 40,000 | |
| 700-40715-2120 CONTRACTUAL SERVICES | 20,000 | |
| 700-40715-2440 CHEMICALS | 70,000 | |
| 700-40715-3030 OTHER EQUIP | 50,000 | |
| 700-40715-3035 IMPROVEMENT OTHER THAN BLDG | 20,000 | |
| **WATER TOWER PROJ** | | |
| 700-42300-3060 PROJ CONST COSTS | 45,000 | |
| **WATER CHEM BLDG PROJ** | | |
| 700-42400-3060 PROJ CONST COSTS | 420,000 | |
| | | |
| | | |
| | | |

TOTAL PWA TRANSFERS 665,000 (665,000) 0 Net Change

CITY MANAGER OR CITY TREASURER DATE

# CHANGE ORDER NO. 2

| | | | |
|---|---|---|---|
| Owner: | **City of Clinton** | Owner's Project No.: | **Client No.** |
| Engineer: | **Garver** | Engineer's Project No.: | **22W02360** |
| Contractor: | **Krapff Reynolds Construction Company** | Contractor's Project No.: | **S-2505** |
| Project: | **Clinton Sewer Improvements** | | |
| Date Issued: | **June 10, 2025** | Effective Date of Change Order: | |

Contractor is directed to proceed promptly with the following change(s):

Description:

**Change from 8" DIP to 10" PVC for Line 5 to match existing line size.**

**Change from 8" DIP Open Cut to 8" PVC Trenchless Installation to work with Landowner.**

Attachments:

**Change to 10" PVC for Line 5**

**Change to 8" PVC and Trenchless Installation for Line 2**

Purpose for the Change Order:

**Material changes due to field conditions as directed by ODOT**

Directive to proceed promptly with the Work described herein, prior to agreeing to change in the Contract Price and Contract Time, is issued due to:

☒ Non-agreement on pricing of proposed change. ☐ Necessity to proceed for schedule or other reasons.

Estimated cost to be added and deducted from the contract unit prices (non-binding, preliminary):

Net Cost: -$75,204.00

Days to start: 5 days

Basis of estimated change in Change Order Used:

☐ Lump Sum ☒ Unit Price ☐ Cost of the Work ☐ Other

| | Recommended by Engineer | Authorized by Owner |
|---|---|---|
| By: | Thomas Jelbrick | |
| Title: | Project Manager | |
| Date: | June 10, 2025 | |

**EJCDC® C-940, Work Change Directive.**
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Krapff Reynolds Construction Company

Fred L. Krapff
Utility Contractor
James "Jim" L. King

Mr. Thomas Helvick, PE.
Garver
750 SW 24th St. Suite 200
Moore, OK 73160

June 3, 2025

RE: Clinton Water Improvements

Mr. Helvick, At the request of the design engineer we are pricing 10" PVC and fittings for Line 5.

The following items will need to be deducted by Change Order:

| | |
|---|---|
| Item 1 – Cut & Plug 8" Water line, deduct 2 EA @ $1,500.00 per EA | ($3,000.00) |
| Item 9 – 8" Gate Valve & Box, deduct 2 EA @ $2,900.00 per EA | ($5,800.00) |
| Item 10 – 8" Sleeve Coupling, deduct 2 EA @ $650.00 per EA | ($1,300.00) |
| Item 13 – 8" 45 Degree Fitting, deduct 4 EA @ $570.00 per EA | ($2,280.00) |
| Item 21 – Connection to Existing 8" Ductile Iron Pipe, deduct 2 EA @ $2,000.00 per EA | ($4,000.00) |

The following items will need to be added by change Order:

| | |
|---|---|
| Item CO 2.1 – 10" Cert-A-Lok PVC Pipe, add 241 LF @ $85.00 per LF | $20,485.00 |
| Item CO 2.2 – Cut & Plug 10" Water Line, add 2 EA @ 2,500.00 per EA | $5,000.00 |
| Item CO 2.3 – 10" Gate Valve & Box, add 2 EA @ $4,365.00 per EA | $8,730.00 |
| Item CO 2.4 – 10" Sleeve Coupling, add 2 @ $1,100.00 per EA | $2,200.00 |
| Item CO 2.5 – 10" 45 Degree Fitting, add 4 EA @ $1,100.00 | $4,400.00 |
| Item CO 2.6 – Connection to Existing 10" Ductile Iron Pipe, add 2 EA @ $2,000.00 per EA | $4,000.00 |

| | |
|---|---|
| Total Deductions to Quantities | ($16,380.00) |
| Total Additions to Quantities | $44,815.00 |
| Net Addition to Contract | $28,435.00 |

JUSTIFICATION - Line 5, STA 62+00 to STA 62+41. After field verification the existing waterline is 10" ductile iron. The new water line needs to be 10" as well. Because the bore with casing is already installed, a larger diameter ductile iron pipe with restrained joint spacers will not fit inside the new casing.

Respectfully,
Wade Vakulick,
Project Manager,
Krapff Reynolds Const. Co.

2400 N.E. 4th • Oklahoma City, OK 73117 • Office (405) 733-9682 • Fax (405) 516-0081 • Mobile (405) 630-7306

Krapff Reynolds Construction Company

Fred L. Krapff
Utility Contractor
James "Jim" L. King

Mr. Thomas Helvick, PE.
Garver
750 SW 24th St. Suite 200
Moore, OK 73160

June 5, 2025

RE: Clinton Water Improvements

Mr. Helvick, At the request of ODOT we are pricing 8" PVC and trenchless installation for Line 2.

The following items will need to be deducted by Change Order:

| | |
|---|---|
| Item 3 – 8" Ductile Iron Pipe (Open Cut), deduct 233 LF @ $148.00 per LF | ($34,484.00) |
| Item 11 – 8" 11 ¼ Degree Fitting, deduct 1 EA @ $530.00 per EA | ($530.00) |

The following items will need to be added by change Order:

| | |
|---|---|
| Item CO 3.1 – 8" Cert-A-Lok PVC Pipe, add 233 LF @ $75.00 per LF | $17,475.00 |
| Item CO 3.2 – 8" PVC (Trenchless), add 233 LF @ 276.00 per LF | $64,308.00 |

| | |
|---|---|
| Total Deductions to Quantities | ($35,014.00) |
| Total Additions to Quantities | $81,783.00 |
| Net Addition to Contract | $46,769.00 |

JUSTIFICATION - Line 2, STA 24+84 to STA 27+17. At the request of ODOT, due to the multiple relocated utilities, private signage and light poles, we are pricing this section of Line 2 to be installed by trenchless method in lieu of open cut.

Respectfully,

Wade Vakulick,
Project Manager,
Krapff Reynolds Const. Co.

2400 N.E. 4th • Oklahoma City, OK 73117 • Office (405) 733-9682 • Fax (405) 516-0081 • Mobile (405) 630-7306

# ESTIMATE

**Lonehickory - West, LLC**
PO Box 114
Sentinel, OK 73664

lonehickorywest@gmail.com
+1 (580) 331-7487

**Bill to**
City of Clinton
415 W Gary Blvd
Clinton 73601

**Ship to**
City of Clinton
415 W Gary Blvd
Clinton 73601

**Estimate details**
Estimate no.: 1013
Estimate date: 06/02/2025

| # | Date | Product or service | Description | Qty | Rate | Amount |
|---|---|---|---|---|---|---|
| 1. | | **City of Clinton - LHWEmergSewerlinerepair** | pump per month | 1 | $20,000.00 | $20,000.00 |
| 2. | | **City of Clinton - LHWEmergSewerlinerepair** | hoses per month | 1 | $10,000.00 | $10,000.00 |
| 3. | | **City of Clinton - LHWEmergSewerlinerepair** | clean and camera per foot estimated | 2200 | $12.00 | $26,400.00 |

**Total** **$56,400.00**

**Accepted date**

**Accepted by**

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

# PUBLIC NOTICE OF A REGULAR MEETING OF THE RECREATIONAL AUTHORITY TUESDAY, JUNE 17, 2025 AT 5:30 PM CLINTON CITY HALL

## AGENDA

Source listing: 06/17/2025
Original source: http://agendas.clintonok.gov/2025/061725/launch.html
Listing date differs from agenda heading; listing date retained
Conflicting dates in agenda headings
Source heading dates: 2025-06-17, 2025-06-06. Listing date retained; consult the archived source.

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

    A. Dan Day, Sheriff, Custer County, Prayer
    Donald Miller, Post Commander, American Legion Post 41, Pledge

2. CONSIDER APPROVAL OF CONSENT AGENDA

    A. Minutes from June 03, 2025, Regular Meeting

3. DISCUSSION, CONSIDERATION, AND POSSIBLE ACTION REGARDING:

    A. Supplemental Budget Appropriations for Golf Course Administration and Operating Budgets from additional subsidy from the General Fund $150,000 and the Capital Improvement Fund $30,000.

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

5. TRUSTEE COMMENTS

6. MANAGER COMMENTS

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

8. ADJOURN

Filed this 13th day of June 2025, Posted on the bulletin board in the lobby of the Clinton City Hall June 13, 2025, at 4:00 p.m.

_____

Not recorded

**MINUTES OF RECREATIONAL AUTHORITY MEETING**
**JUNE 3, 2025**

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, June 3, 2025, 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 May 30, 2025, at 4:00 p.m.

Chairman David Berrong called the meeting to order at 5:30 p.m. with the following present:

**CHAIRMAN**: David Berrong
**TRUSTEES**: Stormie Hill, Arthur Lloyd, and Ernie Dowdell
**TRUSTEES ABSENT**: Ernesto Villanueva
**MANAGER:** Robert Johnston (absent)
**CITY TREASURER**: Debra Blanchard
**CITY ATTORNEY**: Ryan Meacham (absent)
**CITY CLERK:** Amy Jones
**NEWS MEDIA**: Mike Smith, Sean Stephens
**OTHERS:** Gene McCullough, Kent and Beth Dewees, Toby Anders, Henry Caldwell, Don Miller, Temple Diehl, and others.

Temple Diehl, Pastor First United Methodist Church opened the meeting with prayer and Donald Miller, Post Commander, American Legion Post No. 41 led the Pledge of Allegiance.

**AGENDA ITEM NO. 2: CONSENT AGENDA**

A. Minutes of Regular Meeting of May 6, 2025
B. Consider Claims
C. Acknowledge Financial Reports from the month ending April 30, 2025

Motion made by Trustee Dowdell and seconded by Trustee Hill to approve the Consent Agenda items.

Chairman put the motion to a roll call vote:

Aye: Dowdell, Hill, Lloyd, Berrong
Nay: None

Chairman declared the motion carried.

**AGENDA ITEM NO. 3 Discussion, Consideration, And Possible Action Regarding:**
None

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

None

**AGENDA ITEM NO. 5: TRUSTEE REPORT**
None

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

**AGENDA ITEM NO. 7: ADJOURNMENT**

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

Chairman put the motion to a roll call vote:

Aye: Dowdell, Hill, Lloyd, Berrong
Nay: None

Chairman declared the meeting adjourned at 5:32 p.m.

_____
Date Approved

_____
David D. Berrong, Chairman

TYPE OF AMENDMENT:
01 - SUPPLEMENTAL
02 - DECREASE
03 - TRANSFER

BUDGET AMENDMENT FORM
FY 2024-2025

CLINTON RECREATION TRUST AUTHORITY

| ACCOUNTS DECREASED | | | | |
|---|---|---|---|---|
| TYPE | EXPL. | ACCT # | NAME | AMOUNT |
| 1 | A | | | |
| | | TOTAL APPROPRIATIONS | | - |

| ACCOUNTS INCREASED | | |
|---|---|---|
| ACCT # | NAME | AMOUNT |
| **ESTIMATED REVENUE** | | |
| 730-513-59010 | OPERATING TRNSF IN | 180,000 |
| **TOTAL EST. REV/TRANSFERS IN** | | 180,000 |
| **APPROPRIATIONS** | | |
| **Golf Course Admin** | | |
| 730-41301-1020 | Part time Salaries | 3,000 |
| 730-41301-2130 | Facilities Repair | 10,000 |
| 730-41301-2135 | Bank Service Fees | 3,000 |
| 730-41301-3035 | Improvement other than Bldg | 122,000 |
| **Golf Course Maintenance** | | |
| 730-41308-2439 | Fertilizers | 17,000 |
| 730-41308-2441 | Sand/Soil Amendments | 25,000 |
| TOTAL APPROPRIATIONS | | 180,000 |

EXPLANATIONS:

A. Supplemental budget appropriations throughtout the Golf Course Administration and Operating Budgets from additional subsidy from General Fund $150,000 and Capital Improvement Fund $30,000

DONE BY ORDER OF THE TRUSTEES OF SAID TRUST AUTHORITY AND RECORDED IN THE MINUTES OF THE CLERK AT CLINTON, OKLAHOMA, THIS 17TH DAY OF JUNE, 2025.
ATTEST:

CHAIRMAN

CLERK

All items on this agenda, including but not limited to any agenda item concerning the adoption of any ordinance, resolution, contract, agreement, or any other item of business, are subject to amendment, including additions and/or deletions. This rule will apply to every individual agenda item without exception, and without providing this same amendment language with respect to each individual agenda item. Such amendments should be rationally related to the topic of the agenda item, or the governing body will be advised to continue the item.

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

# PUBLIC NOTICE OF A REGULAR MEETING OF THE SOLID WASTE AUTHORITY TUESDAY, JUNE 17, 2025 AT 5:30 PM CLINTON CITY HALL

## AGENDA

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Conflicting dates in agenda headings
Source heading dates: 2025-06-17, 2025-06-06. Listing date retained; consult the archived source.

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

    A. Dan Day, Sheriff, Custer County, Prayer
    Donald Miller, Post Commander, American Legion Post 41, Pledge

2. CONSIDER APPROVAL OF CONSENT AGENDA

    A. Minutes of June 03, 2025, Regular Meeting

    B. Budget Transfers for FY 2024-2025

3. DISCUSSION, CONSIDERATION, AND POSSIBLE ACTION REGARDING:

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

5. TRUSTEE COMMENTS

6. MANAGER COMMENTS

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

8. ADJOURN

Filed this 13 day of June 2025, posted on the bulletin board in the lobby of the Clinton City Hall June 13, 2025, at 4:00 p.m.

_____

Not recorded

**MINUTES OF SOLID WASTE AUTHORITY MEETING**
**JUNE 3, 2025**

Minutes of the regular meeting of the Chairman and Trustees of the Clinton Solid Waste Authority City of Clinton, Oklahoma, Custer County, held in the City Council Room, City Hall on Tuesday, June 3, 2025, 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 May 30, 2025, at 4:00 p.m.

Chairman David Berrong called the meeting to order at 5:30 p.m. with the following present:

**TRUSTEES**: Stormie Hill, Arthur Lloyd, and Ernie Dowdell
**TRUSTEES ABSENT**: Ernesto Villanueva
**MANAGER:** Robert Johnston (absent)
**CITY TREASURER**: Debra Blanchard
**CITY ATTORNEY**: Ryan Meacham (absent)
**CITY CLERK:** Amy Jones
**NEWS MEDIA**: Mike Smith, Sean Stephens
**OTHERS:** Gene McCullough, Kent and Beth Dewees, Toby Anders, Henry Caldwell, Don Miller, Temple Diehl, and others.

Temple Diehl, Pastor First United Methodist Church opened the meeting with prayer and Donald Miller, Post Commander, American Legion Post No. 41 led the Pledge of Allegiance.

**AGENDA ITEM NO. 2: CONSENT AGENDA**

A. Minutes of Regular Meeting of May 6, 2025
B. Consider Claims
C. Acknowledge Receipt of the Financial Statement for the Month Ending April 30, 2025.

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

Chairman Berrong put the motion to a roll call vote:

Aye: Dowdell, Lloyd, Hill, Berrong
Nay: None

Chairman declared the motion carried.

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

None

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

None

**AGENDA ITEM NO. 5: TRUSTEE REPORT**

None

**AGENDA ITEM NO. 6: MANAGER'S REPORT**

None

**AGENDA ITEM NO. 7: ADJOURNMENT**

Moved by Trustee Dowdell seconded by Trustee Hill to adjourn the meeting.

Chairman put the motion to a roll call vote:

Aye: Dowdell, Lloyd, Hill, Berrong
Nay: None

Chairman declared the meeting adjourned at 5:32 p.m.

_____
Date Approved

_____
David D. Berrong, Chair

**SOL WASTE FUND TRANSFERS FY 2024-2025**

| | IN + | OUT (-) |
|---|---|---|
| **SOL WST ADMINISTRATION** | | |
| 710-40901-1010 SALARIES & WAGES | 5,000 | |
| 710-40901-2033 FLEET INSURANCE | 7,000 | |
| TOTAL SOL WST ADMIN | 12,000 | |
| | | |
| **SOL WST OPERATION** | | |
| 710-40912-3030 OTHER EQUIPMENT | | (12,000) |
| TOTAL SOL WST OPERATION | 0 | (12,000) |

| | | | |
|---|---|---|---|
| TOTAL TRANSFERS | 12,000 | (12,000) | 0 Net Chang |

CITY MANAGER OR CITY TREASURER DATE

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

# PUBLIC NOTICE OF A REGULAR MEETING OF THE CITY COUNCIL TUESDAY, JUNE 17, 2025 AT 5:30 PM CLINTON CITY HALL

## AGENDA

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Conflicting dates in agenda headings
Source heading dates: 2025-06-17, 2025-06-06. Listing date retained; consult the archived source.

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

    A. Dan Day, Sheriff, Custer County, Prayer
    Donald Miller, Post Commander, American Legion Post 41, Pledge

2. CONSIDER APPROVAL OF CONSENT AGENDA

    A. Minutes from June 3, 2025, Regular Meeting,

    B. Budget Transfers FY 2024-2025

3. DISCUSSION, CONSIDERATION, AND POSSIBLE ACTION REGARDING:

    A. Resolution No. 1001 Election of Officers/Councilman for Ward 1 and Ward 3

    B. Resolution No. 1004 - Approval of the FYE 26 General Fund Budget and the Budgets of Clinton Public Works Authority, Clinton Economic Development Authority, Clinton Hospital Authority, Clinton Recreational Authority, Clinton Airport Authority,…

    Resolution No. 1004 - Approval of the FYE 26 General Fund Budget and the Budgets of Clinton Public Works Authority, Clinton Economic Development Authority, Clinton Hospital Authority, Clinton Recreational Authority, Clinton Airport Authority, Clinton Industrial Authority and Clinton Solid Waste Authority

C. Resolution No. 1003 – Updating Appendix 3 to the “Employee Handbook of Personnel Policies of City of Clinton” Regarding Alcohol and Control Substance Testing Policy and Procedures

D. Change Order No. 2 Krapff Reynolds Construction Clinton Sewer Improvements Project S-2505

E. Second Amendment to the Asset Purchase Agreement with Rural Hospital Solutions

F. Budget Amendments DTF/Drug Seizure Funds Supplemental Appropriations of new funds received.

G. Ratification of Collective Bargaining Agreement Between the City of Clinton and Fraternal Order of Police, Lodge #233 for FYE 2026

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

5. COUNCIL COMMENTS

6. MANAGER’S COMMENTS

7. ADJOURN

Filed this 13 th day of June 2025, Posted on the bulletin board in the lobby of the Clinton City Hall June 13, 2025, at 4:00 p.m.

_____

Not recorded

**MINUTES OF THE CLINTON CITY COUNCIL REGULAR MEETING**
**JUNE 3, 2025**

Minutes of the special meeting of the Mayor and Council of the Clinton City Council, City of Clinton, Oklahoma, Custer County, held in the City Council Room, City Hall on Tuesday, June 3, 2025, 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 May 30, 2025, at 4:00 P.M.

## AGENDA ITEM No. 1. CALL TO ORDER, OPENING

Mayor David Berrong called the meeting to order at 5:34 p.m. with the following present:

**MAYOR:** David Berrong
**COUNCIL**: Ernie Dowdell, Stormie Hill, Arthur Lloyd
**COUNCIL ABSENT**: Ernesto Villanueva
**MANAGER:** Robert Johnston (absent)
**CITY TREASURER**: Debra Blanchard
**CITY ATTORNEY**: Ryan Meacham
**CITY CLERK:** Amy Jones
**NEWS MEDIA**: Mike Smith, Sean Stephens
**OTHERS:** Gene McCullough, Kent and Beth Dewees, Toby Anders, Henry Caldwell, Don Miller, Temple Diehl, and others.

Temple Diehl, Pastor First United Methodist Church opened the meeting with prayer and Donald Miller, Post Commander, American Legion Post No. 41 led the Pledge of Allegiance.

## AGENDA ITEM NO. 2: CONSENT AGENDA

A. Minutes from May 20, 2025, Regular Meeting,
B. Consider Claims
C. Acknowledgement of the Receipt of the Financial Statement from April 30, 2025

Motion was made by Councilmember Dowdell and seconded by Councilmember Hill that the Consent Agenda Items be approved.

Mayor David Berrong put the motion to a roll call vote:

Aye: Dowdell, Hill, Lloyd, Berrong
Nay: None

Mayor declared the motion carried.

**AGENDA ITEMS 3. PUBLIC HEARING/BUDGET HEARING REGARDING PROPOSED FYE26 BUDGET**

Mayor Berrong called the Public Hearing regarding the proposed FYE26 Budget to order at 5:35 p.m. The Summary of the Budget was available and published in the Clinton Daily News on May 28, 2025.

No public input was received at this time and the Public Hearing was closed.

**AGENDA ITEM 4. DISCUSSION, CONSIDERATION, AND POSSIBLE ACTION(S) REGARDING:**

A. Pay Application No. 2 from Krapff Reynolds Construction Company Project No. S-2505 Invoice No. 25116 in the Amount of $235,963.85 for Clinton Sewer Improvements Project Associated with ODOT Project Agreement #31842(04) I-40 Exit 65 Improvements

Pay Application No. 2 from Krapff Reynolds Construction Company Project No. S-2505 Invoice No. 25116 in the Amount of $235,963.85 for Clinton Sewer Improvements Project Associated with ODOT Project Agreement #31842(04) I-40 Exit 65 Improvements.

Public Works Director Gene McCullough presented the Pay Application No. 2 from Krapff Reynolds Construction Company Project No. S-2505 Invoice No. 25116 in the Amount of $235,963.85 for Clinton Sewer Improvements Project Associated with ODOT Project Agreement #31842(04) I-40 Exit 65 Improvements. He stated that this is just routine approval and part of the ongoing utility relocation work.

Mayor David Berrong put the motion to a roll call vote:

Aye: Dowdell, Hill, Lloyd, Berrong
Nay: None

Mayor declared the motion carried.

B. Pay Application No. 2 from Krapff Reynolds Construction Company Project No. W-2501 Invoice No. 25117 the Amount of $103,208.00 for Clinton Water Improvements Project Associated with ODOT Project Agreement #31842(04) I-40 Exit 65 Improvements,

Public Works Director Gene McCullough presented the Pay Application No. 2 from Krapff Reynolds Construction Company Project No. W-2501 Invoice No. 25117 the Amount of $103,208.00 for Clinton Water Improvements Project Associated with ODOT Project Agreement #31842(04) I-40 Exit 65 Improvements.

Mayor David Berrong put the motion to a roll call vote:

Aye: Dowdell, Hill, Lloyd, Berrong

Nay: None

Mayor declared the motion carried.

C. Pay Application No. 8 in the Amount of $275,007.32 by Walters-Morgan for Clinton Lake WTP Chlorine Building;

Pay Application No. 8 in the Amount of $275,007.32 by Walters-Morgan for Clinton Lake WTP Chlorine Building was presented for review and approval by the Council members. Public Works Director McCullough reported that the project continues to move forward.

Motion was made by Councilmember Dowdell and seconded by Councilmember Hill to approve the Pay Application No. 8 in the Amount of $275,007.32 by Walters-Morgan for Clinton Lake WTP Chlorine Building.

Mayor David Berrong put the motion to a roll call vote:

Aye: Dowdell, Hill, Lloyd, Berrong
Nay: None

Mayor declared the motion carried.

D. Rehabilitation Progress Update on the Condemned Property at 409 Glenn Smith Owned by Henry Caldwell

Code Enforcement Officer Toby Anders presented the rehabilitation progress update on the condemned property at 407 Glenn Smith owned by Henry Caldwell. Pictures of the property were made available for review to the Councilmembers. It was reported that three of the properties condemned on March 4, 2025, have been torn down and the property cleaned up at 1017, 1019, and 1021 Glenn Smith Road. The fourth property at 409 Glenn Smith still needs work to bring the structure up to standard.

Mr. Caldwell was present and stated that due to the rain there had been some delays. and requested extra time from the Council to complete the improvement to the property at 409 Glenn Smith.

Motion was made by Councilmember Dowdell and seconded by Councilmember Hill to extend the time to Mr. Caldwell for property at 409 Glen Smith that is under condemnation until the first Council meeting in September – 9/2/2025.
Mayor David Berrong put the motion to a roll call vote:

Aye: Dowdell, Hill, Lloyd, Berrong
Nay: None

Mayor declared the motion carried.

**AGENDA ITEM NO. 4: NEW BUSINESS (If any, pursuant to Section 311.9 of the Oklahoma Open Meeting Act.):**
None

**AGENDA ITEM NO. 5: COUNCIL COMMENTS**

Mayor Berrong reminded everyone that the vote was on June 10, 2025, and to go vote.

**AGENDA ITEM NO. 6: CITY MANAGER'S COMMENTS**

None

**AGENDA ITEM NO. 7: AUDIENCE PARTICIPATION (According to Audience participation Decorum Guidelines at Clinton City Council Public Meetings effective:2/14/2017)**
None

**AGENDA ITEM NO. 8: ADJOURNMENT**

Moved by Councilmember Hill seconded by Councilmember Lloyd to adjourn the meeting.

Mayor put the motion to a roll call vote:

Aye: Dowdell, Hill, Lloyd, Berrong
Nay: None

Mayor declared the meeting adjourned at 5:44 P.M.

_____
Date Approved

_____
David Berrong, Mayor

**GENERAL FUND BUDGET LINE ITEM TRANSFERS FY 2024-2025**

| | IN + | OUT (-) |
|---|---|---|
| GOV BOARD | | |
| 100-40100-2030 LIABILITY INSUR | 5,000 | |
| 100-40100-2033 FLEET INSUR | 4,000 | |
| 100-40100-2620 ELECTION EXP | 8,000 | |
| FINANCE | | |
| 100-40300-2020 DATA PROCESSING | 70,000 | |
| POLICE SUPPORT SERVICES | | |
| 100-40502-1010 SALARIES & WAGES | | (70,000) |
| POLICE OPERATIONS | | |
| 100-40503-1025 OVERTIME PAY | | (36,500) |
| 100-40503-1090 WORKERS COMP | | (20,000) |
| SWIMMING POOL | | |
| 100-41109-2422 PARTS EQUIP MAINT | 1,500 | |
| 100-41109-2455 SAFETY EQUIPMENT | 6,000 | |
| ABP BALLFIELDS | | |
| 100-41409-2075 ELECTRIC CHARGES | 2,000 | |
| 100-41409-2120 CONTRACTUAL SERVICES | 23,000 | |
| 100-41409-2471 FIELD MAINTENANCE | 7,000 | |
| | | |
| | | |
| | | |
| TOTAL TRANSFERS | 126,500 | (126,500) |

0 Net change

CITY MANAGER OR CITY TREASURER DATE

**CAP IMPR FUND BUDGET LINE ITEM TRANSFERS FY 2024-2025**

| | IN + | OUT (-) |
|---|---|---|
| 430-40000-2640 Contingencies | | (90,000) |
| 430-41208-3036 Street Improvements | | (141,000) |
| 430-41109-3035 Pool Improvements other than Bldg | 20,000 | |
| 430-41408-3005 Soccer Building Remodeling | 50,000 | |
| 430-41408-3030 Acme Other Equipment | 20,000 | |
| 430-41408-3036 Acme Playground Spec Proj Costs | 51,000 | |
| 430-49999-5010 Other uses/Transfers Out | 90,000 | |
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| TOTAL TRANSFERS | 231,000 | (231,000) |

0.00 Net Change

CITY MANAGER OR CITY TREASURER

DATE

**RESOLUTION NO. 1001**

**BE IT RESOLVED BY** the City Council of the City of Clinton that for the purpose of electing officers of said City that said City of Clinton will conduct:

1. **A primary election, if needed, to be held on Tuesday, September 9, 2025**; *Should there be only two candidates for an office to be filed, their names will be placed on the November General Election ballot and the names will not appear on the Primary ballot;* and
2. **A general election, if needed, to be held on Tuesday, November 18, 2025;**
3. **Request that the Washita Precinct #750012 be closed, certifying no persons reside in part of the precinct located within the municipality's boundaries**

**BE IT FURTHER RESOLVED** that the following officers will be elected for terms of office;

Councilman representing **Ward One** and Councilman representing **Ward Three**, each for term of two years, beginning at 5:30 p.m., on Tuesday, December 2, 2025.

**Filing period for the above-mentioned office will be from 8 o'clock a.m., Monday, July 28, 2025 through 5 o'clock p.m. Wednesday, July 30, 2025**, in the office of the Custer County Election Board located at 633 North 6th in Clinton, Oklahoma; and

**BE IT FURTHER RESOLVED** that candidates for Councilman for the aforementioned wards **must** be qualified electors of their respective wards, and candidates for councilman from the aforementioned wards shall be nominated and elected by the qualified electors of their respective wards. Both primary and general elections shall be nonpartisan; and no party designation or emblem shall be placed on the ballots.

**Adopted this _____ day of _____, 2025.**

_____
**David D. Berrong, Mayor**

**ATTEST:**

_____
**Amy E. Jones, City Clerk**

**I, _____, Custer County Election Board Secretary, have this day received a copy of the above Resolution of the City of Clinton, Oklahoma.**

**Date:_____** _____
**Ann Brown, Custer County Election Board**

**RESOLUTION NO. 1004**

**A RESOLUTION OF THE CITY OF CLINTON, CLINTON CITY COUNCIL APPROVING THE FYE26 GENERAL FUND BUDGET AND BUDGETS OF CLINTON PUBLIC WORKS AUTHORITY, CLINTON ECONOMIC DEVELOPMENT AUTHORITY, CLINTON HOSPITAL AUTHORITY, CLINTON RECREATIONAL AUTHORITY, CLINTON AIRPORT AUTHORITY, CLINTON INDUSTRIAL AUTHORITY AND CLINTON SOLID WASTE AUTHORITY**

**WHEREAS,** the Oklahoma State Statues, Title 11, Section 201 authorizes a municipality to prepare and approve an annual budget, and

**WHEREAS,** the City of Clinton has met all requirements for publications and public input on the FYE 26 budgets, and

**WHEREAS,** the Clinton City Council and Authorities of the City have reviewed the proposed budget, had the opportunities to ask questions of the staff, considered public input during a Budget Hearing and is sufficiently aware of the operations and projects planned for the FYE 26 budgets to approve these budgets.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Clinton, approving the General Fund Budget and the Budgets of all the Subordinate Trusts Clinton, Oklahoma:

1. That the FYE26 budgets be approved for the funds and amounts as provided in the attached budget documents.

2. That the fee adjustments on Attachment "A" to this Resolution are hereby approved;

3. That the City Manager or the City Treasurer may make transfers between departments and line item accounts within a fund as needed. Supplemental appropriations must be approved by the City Council prior to implementation.

4. That the City Treasurer or designated deputy shall be given blanket authority and directed to invest and reinvest available funds on a continuing basis during the fiscal year ending June 30, 2026 in a manner described in the City of Clinton's Investment Policy.

**PASSED** by the City Council, approving the General Fund Budget and the Budgets of all the Subordinate Trusts this 17th day of June, 2025.

_____
David D. Berrong, Mayor/Chairman

ATTEST:

_____
Amy E. Jones, City Clinton

Clinton
Hub City of Western Oklahoma

David Berrong, Mayor
Ernesto Villanueva, Ward 1
Ernie Dowdell, Ward 2
Stormie Hill, Ward 3
Arthur Lloyd, Ward 4

**Office of the City Manager**

**Robert B. Johnston, City Manager**
**City of Clinton, Oklahoma**

**Final Budget Message**
**FYE26**

June 12, 2025

Honorable Mayor, City Council and Clinton Citizens:

Attached herewith you will find the final recommended FYE26 budgets for the City of Clinton - General Fund, Public Works Authority, Solid Waste Authority, Airport Authority, Recreation Authority, Industrial Authority, Economic Development Authority, Hospital Authority, Capital Improvement Fund, and other special funds.

These budgets are the culmination of many weeks of diligent work by City Treasurer Blanchard, her financial staff, City Clerk Jones and me with significant input received from City Council members, City employees and citizens. Preliminary budgets were submitted to the Council/Trustees on May 19, 2025, and near final budgets were published in the *Clinton Daily News* on May 28, 2025, before a Budget Hearing was conducted during the June 3, 2025, regular City Council meeting.

Therefore, these budgets are presented to you for adoption by Resolution at the June 17, 2025, Regular City Council meeting. The revenues and expenses planned for in these budgets will be consistently monitored by staff throughout the fiscal year with at least monthly financial reports being provided to the Council.

These budgets have also been prepared to provide a financial plan which identifies as closely as possible anticipated revenues and expenses while providing some flexibility to address circumstances which could change.

Now that we have successfully paid the required local cash match of $6.25mil for the Gary Boulevard Extension project and the sale of Clinton Regional Hospital is imminent, we will move on to other important projects, with a conscious focus on the core services Clinton citizens reasonably rely upon the City to provide. As always, the needs and wants exceed our financial capabilities so we will be ever diligent in pursuing new and sustainable funding opportunities to meet the needs and wants that are expressed to the City.

Sincerely,

Robert B. Johnston

Robert B. Johnston

Attachments

**RESOLUTION NO. 1003**

**A RESOLUTION OF THE CLINTON CITY COUNCIL UPDATING APPENDIX "3" OF THE "EMPLOYEE HANDBOOK OF PERSONNEL POLICIES OF CITY OF CLINTON" REGARDING ALCOHOL AND CONTROL SUBSTANCE TESTING POLICY AND PROCEDURES**

**WHEREAS,** the "Oklahoma Standards for Workplace and Alcohol Testing Act", OK Statutes, Title 40, Section 551 *et.seq.* authorizes employers to conduct drug and alcohol testing to prevent and eliminate drug, alcohol and substance abuse in the workplace subject to certain specified restrictions, and

**WHEREAS,** in consultation with an experienced labor attorney, the City of Clinton previously provided a policy which was adopted by the City Council as Appendix "3" of the "EMPLOYEE HANDBOOK OF PERSONNEL POLICIES of CITY of CLINTON" and has been administered since that adoption; and

**WHEREAS,** once again, in consultation with an experienced labor attorney, the City of Clinton has recently drafted updated wording for Appendix "3" to comply with all present restrictions for this policy for Council consideration; and

**WHEREAS,** the updated Appendix "3" of the "EMPLOYEE HANDBOOK of PERSONNEL POLICIES of CITY of CLINTON" is attached to this Resolution as Attachment "A".

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Clinton, to update Appendix 3 to the "Employee Handbook of Personnel Policies of City of Clinton" Regarding Alcohol and Control Substance Testing Policy and Procedures

**PASSED** by the City Council, this 17th day of June, 2025.

_____
David D. Berrong, Mayor

ATTEST:

_____
Amy E. Jones, City Clerk

# 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 from time to time. This policy does not apply to volunteers.

**Section 4. Applicant Pre-Employment Testing:** All applicants for designated positions 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/Reasonable Suspicion 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. A checklist form for determining whether reasonable suspicion exist to justify a test is attached as Exhibit "1" to this policy.

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 and paid firefighters;

b. employees who have drug interdiction responsibilities ;

c. employees authorized to carry a firearm;

d. employees engaged in activities which directly affect the safety of the public including, but not limited to, emergency medical personnel; dispatchers; and water and waste water treatment personnel;

e. employees whose work involves direct contract with inmates in the custody of the Department of Correction or who work in direct contact with juvenile delinquents or children in need of supervision in the custody of the Department of Human Services; or

f. 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 including

employees who must have a CDL to perform the functions of the position.

**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 separate 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. Any 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.

**Section 19. Medical Marijuana:** It is the policy of the City that an employee or applicant for employment who posses a valid state issued Medical Marijuana license will not be discriminated against for possessing the license. In addition, except as provided below, an employee possessing a medial marijuana license will not be subject to discipline solely for testing positive for marijuana that is at or above the cutoff concentration level established by the United States Department of Transportation or Oklahoma law regarding being under the influence which ever is lower.

However, employees may be subject to discipline in the following circumstances:

19.1 Use or possession of marijuana at work or during working hours.

19.2 Upon a showing that the City would lose or fail to obtain federal funding.

19.3 The employee does not posses a valid medical marijuana licence.

19.4 The employee is required, as part of his/her job duties to possess a federal license under the Federal Motor Carrier Safety Administration, the Federal Aviation Administration, the Federal Railroad Administration, the Federal Transit Administration, the National Highway Traffic Safety Administration or the Pipeline and Hazardous Materials Safety Administration.

19.5 *Safety Sensitive Positions:* An employee may be subject to discipline where the employee's position involves safety sensitive job duties including, but not limited to:

a. performing firefighting duties for compensation

b. carrying of a firearm in the performance of duties including law enforcement functions

c. the operation, maintenance and oversight of critical services and

infrastructures including, but not limited to, electric, gas, water and waste water utilities, and power generation and distribution

d. direct patient care including rendering emergency medical care

e. the handling, packaging, processing, storage, disposal or transporting of hazardous materials

f. the operations of motor vehicles, other vehicles, equipment, machinery or power tools

g. repairing, maintaining, or monitoring the performance or operation of any equipment, machinery or manufacturing process, the malfunction or disruption of which could result in injury or property damage

h. handling, packaging, storage, disposal, treatment or transportation of potentially volatile, flammable, combustible materials, elements, chemical or other highly regulated components

I. dispensing pharmaceuticals

19.6 *Health and Workers' Compensation Benefits:* The City is not required to reimburse the costs association with the use of medical marijuana.

# Reasonable Suspicion Testing Checklist – Witness #1

Employee Name: _____ Employee ID/SSN: _____

Date of Observation:_____ Time of Observation: _____am/pm

**Observed Indicators of Prohibited Drug Use/Alcohol Misuse:**

This checklist and consent form is used to determine and document reasonable suspicion of a potential violation of the Drug- Free Workplace policy. In such instances, both designated staff members observing the behavior must complete a checklist. It must be completed prior to testing and must be used to notify the individual that they are being asked to submit to drug and alcohol testing if indicators in at least two categories are checked. *Check all indicators observed:*

**WALKING**
- ☐ Holding on
- ☐ Stumbling
- ☐ Unable to walk
- ☐ Unsteady
- ☐ Staggering
- ☐ Swaying
- ☐ Falling
- ☐ Other

**FACE**
- ☐ Red/flushed
- ☐ Pale
- ☐ Sweaty
- ☐ Appears normal
- ☐ Slobbering
- ☐ Grinding teeth
- ☐ Dry mouth
- ☐ Runny nose
- ☐ Other

**SPEECH**
- ☐ Whispering
- ☐ Slurred
- ☐ Shouting
- ☐ Incoherent
- ☐ Silent
- ☐ Rambling
- ☐ Slow
- ☐ Other

**BREATH/ODOR**
- ☐ No alcohol odor
- ☐ Faint alcohol odor
- ☐ Strong alcohol odor
- ☐ Pungent tobacco odor
- ☐ Chemical odor
- ☐ Marijuana odor
- ☐ Breath spray/mouthwash
- ☐ None Gum
- ☐ Mints Candy
- ☐ Other

**STANDING**
- ☐ Swaying
- ☐ Feet wide apart
- ☐ Rigid
- ☐ Staggering
- ☐ Sagging at knees
- ☐ Other

**EYES**
- ☐ Watery
- ☐ Bloodshot
- ☐ Glassy
- ☐ Dilated
- ☐ Closed
- ☐ Droopy eye lids
- ☐ Appear normal

**MOVEMENTS**
- ☐ Fumbling
- ☐ Jerky
- ☐ Nervous
- ☐ Slow
- ☐ Hyperactive
- ☐ Other

**APPEARANCE**
- ☐ Messy
- ☐ Dirty/stained clothing
- ☐ Burns on person/clothing
- ☐ Ripped/torn clothing
- ☐ Partially dressed
- ☐ Puncture marks/needle tracks
- ☐ Appears normal

**DEMEANOR**
- ☐ Cooperative
- ☐ Talkative
- ☐ Sarcastic
- ☐ Anxious
- ☐ Disoriented
- ☐ Sleepy
- ☐ Silent
- ☐ Belligerent
- ☐ Excited
- ☐ Inattentive
- ☐ Drowsy
- ☐ Polite
- ☐ Tearful/crying
- ☐ Mood changes
- ☐ Paranoid
- ☐ Calm
- ☐ Resisting communication
- ☐ Other

**Written Summary** - *Summarize the facts and circumstances surrounding the incident. Attach additional sheets as needed.*

_____

_____

_____

_____

_____

**Additional facts:**

_____Presence of alcohol and/or drugs in individual's possession or vicinity
_____On the job misconduct by individual, (specify)
_____Individual admission concerning alcohol use and/or drug use or possession
_____Individual declined to comment, or
_____Other witnesses, list names and contact information below

_____

**Minors:**

Is individual at least 18 years of age? YES NO (circle) If "no", name of parent/guardian contacted:

_____

**Testing Information:**

Collection Site Location:_____Time Arrived: _____am/pm

1. Was the **alcohol** test performed within 2 hours of the time of the observations that led to the reasonable suspicion determination?

_____YES
_____NO, **Explain:** _____

_____

2. Was the **alcohol** test performed within 8 hours of the time of the observations that led to the reasonable suspicion determination?

_____YES
_____NO, **Explain:** _____

_____

**If the alcohol test is not conducted within 8 hours cease all efforts to administer the test.**

*The above documentation of the observed physical, behavioral, and performance indicators of the named employee was provided by:*

Supervisor Name:_____ Phone No: _____

Signature: _____ Date: _____

_____

# Reasonable Suspicion Testing Consent Form

I, _____ (individual name) as an employee of the City of have been informed that:

- Supervisor(s) have concurred with management that reasonable suspicion exists that I am in violation of the Drug and Alcohol Free Workplace Policy after reviewing the attached Reasonable Suspicion Checklist.
- I will be transported by my supervisor and a witness, if available, to and from the designated testing location.
- The test results will be provided to an independent Medical Review Officer.
- A positive test could result in disciplinary action up to and including termination of employment.
- I may refuse my consent to submit to the drug/alcohol test.
- I will be subject to disciplinary action up to and including termination of employment if I refuse the screening or test, adulterate or dilute the specimen, substitute the specimen, send an imposter, or refuse to cooperate in the testing process in such a way that prevents completion of the test.

Individual's statement regarding the allegation of being in violation of the Drug and Alcohol Free Workplace Policy (attach or write on back if necessary):

_____

_____

At the conclusion of this process, I will be instructed to make arrangements for my safe transportation home and that my supervisor may notify law enforcement if I attempt to operate a vehicle.

I have read the form and **AGREE** to undergo testing for drugs and/or alcohol

_____ _____

Employee Signature Date

I have read the form and **REFUSE** to undergo testing for drugs and/or alcohol

_____ _____

Employee Signature Date

Witnessed by (signature): _____ Date: _____

Printed Name: _____ Title: _____

# Reasonable Suspicion Testing Checklist – Witness #1

Employee Name: _____ Employee ID/SSN: _____

Date of Observation:_____ Time of Observation: _____am/pm

**Observed Indicators of Prohibited Drug Use/Alcohol Misuse:**

This checklist and consent form is used to determine and document reasonable suspicion of a potential violation of the Drug- Free Workplace policy. In such instances, both designated staff members observing the behavior must complete a checklist. It must be completed prior to testing and must be used to notify the individual that they are being asked to submit to drug and alcohol testing if indicators in at least two categories are checked. *Check all indicators observed:*

**WALKING**
- ❑ Holding on
- ❑ Stumbling
- ❑ Unable to walk
- ❑ Unsteady
- ❑ Staggering
- ❑ Swaying
- ❑ Falling
- ❑ Other

**FACE**
- ❑ Red/flushed
- ❑ Pale
- ❑ Sweaty
- ❑ Appears normal
- ❑ Slobbering
- ❑ Grinding teeth
- ❑ Dry mouth
- ❑ Runny nose
- ❑ Other

**SPEECH**
- ❑ Whispering
- ❑ Slurred
- ❑ Shouting
- ❑ Incoherent
- ❑ Silent
- ❑ Rambling
- ❑ Slow
- ❑ Other

**BREATH/ODOR**
- ❑ No alcohol odor
- ❑ Faint alcohol odor
- ❑ Strong alcohol odor
- ❑ Pungent tobacco odor
- ❑ Chemical odor
- ❑ Marijuana odor
- ❑ Breath spray/mouthwash
- ❑ None Gum
- ❑ Mints Candy
- ❑ Other

**STANDING**
- ❑ Swaying
- ❑ Feet wide apart
- ❑ Rigid
- ❑ Staggering
- ❑ Sagging at knees
- ❑ Other

**EYES**
- ❑ Watery
- ❑ Bloodshot
- ❑ Glassy
- ❑ Dilated
- ❑ Closed
- ❑ Droopy eye lids
- ❑ Appear normal

**MOVEMENTS**
- ❑ Fumbling
- ❑ Jerky
- ❑ Nervous
- ❑ Slow
- ❑ Hyperactive
- ❑ Other

**APPEARANCE**
- ❑ Messy
- ❑ Dirty/stained clothing
- ❑ Burns on person/clothing
- ❑ Ripped/torn clothing
- ❑ Partially dressed
- ❑ Puncture marks/needle tracks
- ❑ Appears normal

**DEMEANOR**
- ❑ Cooperative
- ❑ Talkative
- ❑ Sarcastic
- ❑ Anxious
- ❑ Disoriented
- ❑ Sleepy
- ❑ Silent
- ❑ Belligerent
- ❑ Excited
- ❑ Inattentive
- ❑ Drowsy
- ❑ Polite
- ❑ Tearful/crying
- ❑ Mood changes
- ❑ Paranoid
- ❑ Calm
- ❑ Resisting communication
- ❑ Other

**Written Summary** - *Summarize the facts and circumstances surrounding the incident. Attach additional sheets as needed.*

_____

_____

_____

_____

_____

**Additional facts:**

_____Presence of alcohol and/or drugs in individual's possession or vicinity
_____On the job misconduct by individual, (specify)
_____Individual admission concerning alcohol use and/or drug use or possession
_____Individual declined to comment, or
_____Other witnesses, list names and contact information below

_____

**Minors:**

Is individual at least 18 years of age? YES NO (circle) If "no", name of parent/guardian contacted:

_____

**Testing Information:**

Collection Site Location:_____Time Arrived: _____am/pm

1. Was the **alcohol** test performed within **2** hours of the time of the observations that led to the reasonable suspicion determination?

_____YES
_____NO, **Explain:** _____

_____

2. Was the **alcohol** test performed within **8** hours of the time of the observations that led to the reasonable suspicion determination?

_____YES
_____NO, **Explain:** _____

_____

**If the alcohol test is not conducted within 8 hours cease all efforts to administer the test.**

*The above documentation of the observed physical, behavioral, and performance indicators of the named employee was provided by:*

Supervisor Name:_____ Phone No: _____

Signature: _____ Date: _____

_____

# Reasonable Suspicion Testing Checklist – Witness #2

Employee Name: _____ Employee ID/SSN: _____

Date of Observation: _____ Time of Observation: _____ am/pm

**Observed Indicators of Prohibited Drug Use/Alcohol Misuse:**

This checklist and consent form is used to determine and document reasonable suspicion of a potential violation of the Drug- Free Workplace policy. In such instances, both designated staff members observing the behavior must complete a checklist. It must be completed prior to testing and must be used to notify the individual that they are being asked to submit to drug and alcohol testing if indicators in at least two categories are checked. *Check all indicators observed:*

**WALKING**
- ☐ Holding on
- ☐ Stumbling
- ☐ Unable to walk
- ☐ Unsteady
- ☐ Staggering
- ☐ Swaying
- ☐ Falling
- ☐ Other

**FACE**
- ☐ Red/flushed
- ☐ Pale
- ☐ Sweaty
- ☐ Appears normal
- ☐ Slobbering
- ☐ Grinding teeth
- ☐ Dry mouth
- ☐ Runny nose
- ☐ Other

**SPEECH**
- ☐ Whispering
- ☐ Slurred
- ☐ Shouting
- ☐ Incoherent
- ☐ Silent
- ☐ Rambling
- ☐ Slow
- ☐ Other

**BREATH/ODOR**
- ☐ No alcohol odor
- ☐ Faint alcohol odor
- ☐ Strong alcohol odor
- ☐ Pungent tobacco odor
- ☐ Chemical odor
- ☐ Marijuana odor
- ☐ Breath spray/mouthwash
- ☐ None Gum
- ☐ Mints Candy
- ☐ Other

**STANDING**
- ☐ Swaying
- ☐ Feet wide apart
- ☐ Rigid
- ☐ Staggering
- ☐ Sagging at knees
- ☐ Other

**EYES**
- ☐ Watery
- ☐ Bloodshot
- ☐ Glassy
- ☐ Dilated
- ☐ Closed
- ☐ Droopy eye lids
- ☐ Appear normal

**MOVEMENTS**
- ☐ Fumbling
- ☐ Jerky
- ☐ Nervous
- ☐ Slow
- ☐ Hyperactive
- ☐ Other

**APPEARANCE**
- ☐ Messy
- ☐ Dirty/stained clothing
- ☐ Burns on person/clothing
- ☐ Ripped/torn clothing
- ☐ Partially dressed
- ☐ Puncture marks/needle tracks
- ☐ Appears normal

**DEMEANOR**
- ☐ Cooperative
- ☐ Talkative
- ☐ Sarcastic
- ☐ Anxious
- ☐ Disoriented
- ☐ Sleepy
- ☐ Silent
- ☐ Belligerent
- ☐ Excited
- ☐ Inattentive
- ☐ Drowsy
- ☐ Polite
- ☐ Tearful/crying
- ☐ Mood changes
- ☐ Paranoid
- ☐ Calm
- ☐ Resisting communication
- ☐ Other

**Written Summary** - *Summarize the facts and circumstances surrounding the incident. Attach additional sheets as needed.*

_____

_____

_____

_____

_____

**Additional facts:**

_____Presence of alcohol and/or drugs in individual's possession or vicinity
_____On the job misconduct by individual, (specify)
_____Individual admission concerning alcohol use and/or drug use or possession
_____Individual declined to comment, or
_____Other witnesses, list names and contact information below

_____

**Minors:**

Is individual at least 18 years of age? YES NO (circle) If "no", name of parent/guardian contacted:

_____

**Testing Information:**

Collection Site Location:_____Time Arrived: _____am/pm

3. Was the **alcohol** test performed within **2** hours of the time of the observations that led to the reasonable suspicion determination?

_____YES
_____NO, **Explain:** _____

_____

4. Was the **alcohol** test performed within **8** hours of the time of the observations that led to the reasonable suspicion determination?

_____YES
_____NO, **Explain:** _____

_____

**If the alcohol test is not conducted within 8 hours cease all efforts to administer the test.**

*The above documentation of the observed physical, behavioral, and performance indicators of the named employee was provided by:*

Supervisor Name:_____ Phone No: _____

Signature: _____ Date: _____

## SECOND AMENDEMNT TO ASSET PURCHASE AGREEMENT

THIS Second Amendment to the ASSET PURCHASE AGREEMENT dated _____ ("Agreement") is entered into this ____ day of June, 2025, by and between THE CITY OF CLINTON, an Oklahoma Municipality ("Seller"), The CLINTON HOSPITAL AUTHORITY, an Oklahoma Title 60 public Trust (the "Authority") and RURAL HOSPITAL SOLUTIONS, LLC., a Wyoming limited liability company, ("Purchaser"; and together with Seller and Authority, collectively the "Parties").

EXPLANATORY STATEMENT

WHEREAS, Seller, Authority, and Purchaser entered into an Asset Purchase Agreement dated _____ (the Original Agreement) and an Amendment to Asset Purchase Agreement dated _____;

WHEREAS, the CT Scanner currently in the facility has become inoperable and, in order to provide quality care to patients, the a new CT Scanner must be acquired;

WHEREAS, the Parties believe that a new CT Scanner is vitally important to the provision of necessary, efficient, and appropriate patient care and its acquisition constitutes an emergency;

WHEREAS, the Parties have located a replacement CT Scanner identified as a Philips Ingenuity 128-Slice CT Scanner – CLT-05272025TM; to be purchased from Arch Medical under a lease purchase agreement;

WHEREAS, Section 9.8 of the Original Agreement allows for the Parties to amend the Agreement by written agreement;

NOW, THEREFORE, in consideration of the Explanatory Statement that shall be deemed to be a substantive part of this Agreement, the mutual covenants, promises, agreements, representations and warranties contained in this Agreement, and other good and valuable consideration, the Original Agreement is hereby amended as follows:

I. Schedule 2.3 ("Assumed Liabilities") shall be amended to include the following additional agreements:

   a. Product & Services Lease-Purchase Agreement, dated May 28, 2025 between Arch Medical and the Clinton Hospital Authority for the purchase of Philips Ingenuity 128-Slice CT Scanner – CLT-05272025TM
   b. Master Service Agreement with Arch Technology Solutions, LLC dated May 28, 2025
   c. Consulting Services Agreement with N'Sync Consulting Corp dated May 15, 2025

II. REAFFIRMATION AND CONFIRMATION OF TERMS: All of the terms, covenants and conditions of the Original Agreement, except as herein specifically modified and amended, shall remain in full force and effect and are hereby adopted and reaffirmed by and between the parties hereto. In the event of any conflict between the provisions of the Original Agreement and the provisions of this Second Amendment, the provisions in this Second Amendment shall control.

IN WITNESS WHEREOF, these signature pages are attached to that certain Asset Purchase Agreement in multiple originals on the date first written above.

**"PURCHASER"**
RURAL HOSPITAL SOLUTIONS, LLC.

By: _____
Name: LOREN BRINK
Title: Manager

**"SELLER"**
City of Clinton

By: _____
Name: David Berrong
Title: Mayor

The Clinton Hospital Authority, individually executes this Agreement solely as it relates to the terms and conditions contained herein as Authority.

**"AUTHORITY"**
Clinton Hospital Authority

By: _____
Name: Ken Baker
Title: Chairman

TYPE OF AMENDMENT:
01 - SUPPLEMENTAL
02 - DECREASE
03 - TRANSFER

# BUDGET AMENDMENT FORM
FY 2024-2025

## CITY OF CLINTON - DTF/DRUG SEIZURE FUNDS

| | | ACCOUNTS DECREASED | | |
|---|---|---|---|---|
| TYPE | EXPL. | ACCT # | NAME | AMOUNT |
| 01 | A | | | |
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| ACCOUNTS INCREASED | | |
|---|---|---|
| ACCT # | NAME | AMOUNT |
| | | |
| **ESTIMATED REVENUE** | | |
| 525-500-53065 | DTF Funds received | 25,000 |
| | | |
| **TOTAL EST REV** | | 25,000 |
| | | |
| **APPROPRIATIONS** | | |
| 525-40000-2615 | Training & Development | |
| 525-40000-3030 | Other Equipment | 25,000 |
| | | |
| | | |
| | | |
| | | |
| | | |
| **TOTAL APPROPRIATIONS** | | 25,000 |
| | | |
| | | |
| | | |

EXPLANATIONS:

A. Supplemental Appropriation of new funds received.

DONE BY ORDER OF THE GOVERNING BOARD OF SAID MUNICIPALITY AND RECORDED IN THE MINUTES OF THE CLERK AT CLINTON, OKLAHOMA, THIS 17TH DAY OF JUNE, 2025.
ATTEST:

Mayor

CLERK

# COLLECTIVE BARGAINING AGREEMENT BETWEEN

# THE CITY OF CLINTON, OKLAHOMA

# AND

# FRATERNAL ORDER OF POLICE, LODGE #233

# FISCAL YEAR 2025-2026

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## PREAMBLE

This Agreement is entered into this ___ day of June 2025 by and between the City of Clinton, hereinafter referred to as "City," and Fraternal Order of Police, Lodge #233, hereinafter referred to as "Lodge." It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto and to provide an orderly and peaceful means of resolving any disputes which may arise. This Agreement may be amended by mutual agreement of the parties, which amendment must be reduced to writing, executed by both parties, and attached hereto. This Agreement is the first Collective Bargaining Agreement entered into between the parties.

## ARTICLE 1

## PURPOSE OF THE AGREEMENT

1.1 This Agreement, entered into by the City and the Lodge, as the collective bargaining agent pursuant to O.S. Title 11, Section 51-101 *et.seq.* as amended, is made for the purpose of creating in full force and effect the first Labor Agreement between the City and the Lodge for Fiscal Year 2025-2026.

a. Establish wages, hours, benefits, grievance procedure, and other conditions of employment of represented officers of the Clinton Police Department;

b. Provide for quality law enforcement and police services throughout the City's boundaries on an uninterrupted basis for the benefits of the citizens of Clinton; and

c. Assist in the amicable adjustment of labor disputes.

## ARTICLE 2

## RECOGNITION

2.1 The City recognizes the Lodge as the exclusive bargaining agent for all permanent, full time, commissioned officers employed by the Clinton Police Department except:

a. The Chief of Police;
b. Designated Administrative Assistant;
c. Probationary Employees;
d. Dispatchers;
e. Other civilian personnel.

2.2 An employee who, at the time of initial employment, is CLEET certified will be considered probationary employees for a period of twelve (12) months from the date of employment. Employees who, at the time of initial employment, are not CLEET certified will be considered probationary employees for a period of twelve (12) months after becoming certified. To properly evaluate a new employee, an officer must have a minimum of eleven (11) months of active service before being released from probationary status. If the new officer does not have eleven months of active service, his/her probation will be extended until the officer has eleven months of active service. Probationary police officers will be paid and receive benefits in accordance with Articles 9, 10, 13, 14, 17, and 18 but will not be covered by any other provisions of this Agreement including, but not limited to, Article 8, grievance procedure.

## ARTICLE 3

## AUTHORITY AND TERM

3.1 The City and the Lodge have, by these presents, reduced to writing the Agreement entered into by the City and the Lodge through the collective bargaining process as that term is defined in O.S. Title 11, 51-101 *et. seq.*

3.2 This Agreement will become effective upon execution by both parties and then will remain in full force and effect until midnight (12:00 p.m.) on July 1, 2026.

3.3 Whenever wages, rates of pay, or any other matters requiring appropriation of monies by the City are included as matters of collective bargaining, it will be the obligation of the Bargaining Agent to serve written notice of a request for collective bargaining on the City no later than February 15th for the upcoming fiscal year.

3.4 The term of this Agreement will not exceed one (1) year.

3.5 It shall be the obligation of the City and the Lodge to arrange to meet at a reasonable time and confer in good faith within ten (10) days after receipt of written notice requesting a meeting for collective bargaining as required by the Fire and Police Arbitration Act.

3.6 In the event the City and Lodge are unable, within thirty (30) days from and including the date of the first meeting, and after at least two negotiating sessions have been held, to reach an agreement on a contract or any modifications thereof, any and all unresolved issues may be submitted to arbitration upon request of either party.

3.7 Any and all-time limits found in this Agreement may be mutually waived in writing and signed by both parties.

## ARTICLE 4

## PROHIBITION OF STRIKES

4.1 The Lodge and the City are well aware of the public policy of the State of Oklahoma and the necessity that there will be no strikes or other action which would tend to disrupt those services traditional to the City.

4.2 Neither the Lodge, nor any of its officers, agents, or employees, nor any of the employees for which it bargains, will, in any manner, coerce, intimidate, instigate, induce, sanction, suggest, conspire with, promote, support, engage in, condone, or encourage any member of the bargaining unit to participate in any strike, work stoppage, or slowdown. The Lodge will neither aid nor assist any person or party engaging in any such conduct, nor will the

Lodge provide funds, financial and other assistance to support, encourage, or direct such conduct or for the payment of strike, unemployment, or other benefits to those persons or parties participating in such prohibited conduct and activities; provided, however, that the Lodge may provide legal representation for itself or persons accused of such prohibited conduct and activities.

4.3 Upon notification, confirmed in writing, by the City to the Lodge, that certain of its members are engaging in prohibited activities or a strike, the Lodge will immediately, in writing, order such members to cease such prohibited activities and/or to return to work at once and will provide the City with a copy of such order and responsible officials of the Lodge will publicly order its members to cease engaging in such prohibited activities and to return to work. Such notification by the Lodge will not constitute an admission by it that a strike is in progress or has taken place or that a particular member is, or has engaged in, prohibited activities or a strike. The notification will be made solely on the representative of the City. In the event that a strike occurs, the Lodge agrees to take all reasonable, effective, and affirmative action to ensure the members return to work as promptly as possible.

4.4 The Lodge will not be in breach of this Agreement where the acts or actions herein before enumerated are not caused or authorized by the Lodge unless condoned by the Lodge either expressly or by its failure to comply with the provisions of this section. It is the understanding of the parties hereto that a strike, work stoppage, or work slowdown constitutes a serious breach of this Agreement and will in and of itself constitute grounds for discharge or any other disciplinary action deemed appropriate for any member who engages in such activities.

## ARTICLE 5

## MUTUAL RESPONSIBILITY TO ASSURE EQUALITY OF TREATMENT

5.1 Neither the City nor the Lodge will discriminate against any applicant for employment or any employee because of membership or non-membership in any church, society, fraternity, or labor union, or on the basis of race, creed, color, national origin, gender, sex, sexual orientation, age veteran status, gender identification or affiliation or handicap status, except for the standard minimum employment ages and bona fide occupational qualifications. It is expected that all Employees will follow this same policy in their relationships with fellow employees.

5.2 No applicant for employment or employee will be required, as a condition of employment, to become a member of the Lodge.

5.3 The City and Lodge agree to comply with all state and federal employment mandates. Should any provision of this Agreement be found to be in conflict with any state or federal mandate, the provisions of the state or federal mandate will supersede this Agreement.

## ARTICLE 6

## MANAGEMENT RIGHTS AND RESPONSIBILITIES

6.1 The Lodge recognizes the prerogative and responsibility of the City to operate and manage its affairs in all respects in accordance with its responsibilities. The powers and authority which the City has not officially abridged, delegated, granted, or modified by this Agreement are retained by the City. All rights, powers, and authority the City had prior to the signing of this Agreement are retained by the City and remain exclusively the rights of the City.

6.2 Except as may be limited herein, the City retains all rights it now has in accordance with the Constitutions of the United States of America and the State of Oklahoma; the laws of the State of Oklahoma, whether by statute, case law, administrative agency or otherwise; the laws of the United States of America, whether by statute, case law, administrative agency or otherwise; and the powers, rights, responsibilities and duties contained in the Charter of the City of Clinton, and the rules, policies, resolutions, ordinances and regulations promulgated there under. These management rights include, but are not limited to, the following:

A. The determination of departmental policy, including the right to manage the affairs of the Department in all respects unless specifically modified by this Agreement;

B. Right to assign work hours, including shift assignments and overtime;

C. The right to establish, modify or change work schedules and the manning of vehicles;

D. The right to assign employees to other bargaining unit duties within the Department;

E. The right to direct the members of the Department including the right to hire, promote and transfer employees, and the right to suspend, demote, take disciplinary action or discharge for just cause, provided, however, that a demotion may take place during a promotional probation;

F. The right to determine the table of organization, including the right to organize and reorganize the Department and the right to determine the size of the workforce, job classifications and ranks based on duties assigned;

G. The determination of safety, health, and property protection measures;

H. The determination of qualifications and policy affecting the selection and hiring of new employees;

I. The selection, promotion, or transfer to supervisory and administrative positions;

J. The determination and implementation of policies affecting the standards of training;

K. The allocation of work or assignments;

L. The scheduling of operations and the determination of the number, types, and duration of hours of assigned duties;

M. The transfer of work from one bargaining unit position to another bargaining unit position within the Department;

N. The introduction of new, improved, or different methods and techniques of operations or the change in existing methods and techniques;

0. The determination of the number of ranks and the number of employees in each rank;

P. The determination of the amount of supervision necessary;

Q. The establishment, modification and enforcement of rules, regulations, policies, and procedures. When the rules, regulations, policies, or procedures are reduced to writing, each employee of the bargaining unit will be provided with a copy of the same. The City specifically reserves the right to enforce such other rules, regulations, and orders as necessary to carry out the rights of management contained in this Agreement;

R. To control the department's budget;

S. The right to take whatever action may be necessary to carry out the mission of the City in situations of emergency;

T. The right to determine the equipment to be used; and

U. The right to determine the level of manning on each shift.

6.3 The rights and powers of management set forth in this Agreement do not list or limit all such powers, and the rights listed, together with all other rights, powers and prerogatives of the City not specifically limited by this Agreement, remain vested exclusively in the City.

## ARTICLE 7

## PREVAILING RIGHTS

7.1 All rules, regulations, fiscal procedures, working conditions, departmental practices and manner of conducting the operation and administration of the Clinton Police Department currently in effect for and with respect to the members of said Police Department on the effective date of this Agreement, which are not included in this Agreement, will remain in full force and effect, unchanged and unaffected in any manner unless and except as modified or changed by the specific terms of this Agreement.

## ARTICLE 8

## GRIEVANCE PROCEDURE

8.1 A grievance is a controversy or dispute between the Lodge and the City involving the interpretation, enforcement, or application of a specific provision of this Agreement.

8.2 It is the intent of the parties to this Agreement to prevent grievances and to settle any which may occur as fairly and as promptly as practical. Therefore, it is agreed that there should be time limits between the initiation of a grievance and the occurrence giving rise to the grievance and between steps of the grievance procedure and the time in which an answer must be given in each step of the process.

8.3 The Employee, along with the Lodge President or his authorized representative, may report an impending grievance to the Police Chief or his designated representative in an effort to forestall its occurrence. The failure of the Police Chief or his designated representative to act will not be deemed an event constituting a grievance, nor will it be interpreted to waive any rights of any party to this Agreement. The Employee or the Lodge may, in either event, proceed to file a grievance. It is specifically understood and agreed that the election to file a grievance by or on behalf of an employee under this Article waives the right of the employee to pursue any other remedy under the City Charter, the city ordinances, or the personnel policies of the City.

8.4 An Employee or Lodge grievance will be processed and adjusted in the following manner:

a. Within ten (10) business days of any grievable act, a grievance must be submitted, in writing, by the Employee and the Lodge President or his designated representative to the Police Chief or his designated representative. The Chief or his designee will submit an answer in writing within ten (10) business days to the Employee involved and to the Lodge President or his designee.

b. If the grievance is not settled by the provisions of Section 8.4(a), it will be submitted in writing to the Lodge Grievance Committee. Within ten (10) business days from the date of the response of the Chief of Police, the Lodge Grievance Committee will determine, in its sole discretion and judgment, whether or not a grievance exists.

c. If the Lodge Grievance Committee finds a grievance does exist, the Committee will submit the grievance in writing, to the City Manager for adjustment within ten (10) business days from the date of the response of the Chief of Police, with a copy to the Employee, if applicable.

d. If the Lodge Grievance Committee finds a grievance does not exist, the Grievance Committee will notify the Chief of Police and the Employee involved of its decision within ten (10) business days of receipt of the Chief's written response and the Lodge's involvement in the grievance will cease.

e. Within five (5) business days of receipt of notice from the Grievance Committee of its determination that a grievance does not exist, the Employee, being responsible solely for his/her

expense, and only in cases of disciplinary action of a suspension without pay or above against the employee may request, in writing, that the City Manager review the situation. The request must set forth in detail the reason(s) why the Employee believes the event leading to the filing of the grievance was incorrect.

f. The City Manager, within ten (10) business days of receipt of a request for review from an individual employee, will submit his response, in writing, to the employee, with a copy to the Chief of Police and the Lodge.

g. In the event of a grievance submitted by the Lodge, the City Manager will submit an answer in writing to the Police Chief, the Employee(s) involved, and the Lodge Grievance Committee within ten (10) business days.

h. If the City Manager and Lodge Grievance Committee have not settled the grievance within that time, the Lodge may elect to submit the matter to arbitration under the procedures set forth below.

1. Within ten (10) business days after response by the City Manager, Lodge will request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service;

2. Within seven (7) calendar days from the receipt of such panel, a representative of the Lodge and the City will meet and alternately strike names until one (1) arbitrator remains who will be selected as the impartial arbitrator. The party requesting arbitration will strike the first name.

3. Upon notification to the Federal Mediation and Conciliation Service of the selection of the arbitrator and the arbitrator is contacted, the date for the Arbitration Hearing will be set as soon as practical from the date the arbitrator is notified of his selection whenever possible.

4. Within sixty (60) days after the conclusion of the hearing, the arbitrator will issue a written opinion containing findings and recommendations with respect to the issues presented. A copy of the opinion will be mailed or delivered to the Lodge and the City. The date may be extended by mutual agreement of the parties.

5. With respect to the interpretation, enforcement, or application of the provisions of this Agreement, the decisions, findings, and recommendations of the arbitrator will be final and binding upon the parties to this Agreement.

6. The arbitrator's authority shall be limited to the interpretation and application of the terms of this Agreement and/or any supplement thereto. The arbitrator will have no jurisdiction to establish provisions of a new Agreement or variation of the present Agreement or to arbitrate away, in whole or in part, any provisions or amendments thereof. This will not preclude individual wage grievances.

7. The cost of the impartial arbitrator will be shared between the Lodge and City. If a transcript of the proceedings is requested, then the cost will be shared between the Lodge and

the City.

8. All time limits set forth in this Article may be extended by mutual agreement only in writing, but if not so extended, they must be strictly observed. If a party fails to pursue any grievance within the time limits provided, he/she will have no further right to continue the grievance and the same shall be considered waived. Should the City fail to respond within the specified time limits, the grievance will proceed to the next step.

9. The decision of the Lodge to file a grievance on behalf of an individual employee constitutes a waiver of the employee's right to seek a hearing before the Personnel Review Board as provided in Article 8 of the City Charter.

NOTE: "Business day" is defined as Monday through Friday, excluding holidays or any day when City Hall is not open for business.

## ARTICLE 9

## HOLIDAYS

9.1 All employees covered by this agreement will be entitled to the same holidays approved by the City Council for Fiscal Year 2025-2026 as set forth in Section 400 of the current City of Clinton Employee Handbook. Should an employee be required to work on an authorized holiday, as directed by the Police Chief, he/she will receive compensation for all time actually worked plus one shift equivalent in holiday pay at his/her base rate of pay or one additional shift off at the election of the employee.

9.2 If the holiday occurs during the time an employee is either on vacation leave or days off, he/she will be compensated for the holiday at his/her base rate of pay.

## ARTICLE 10

## SICK LEAVE

The City and the Lodge realize that any abuse of sick leave would have a negative impact on the operations of the Department and will work jointly to ensure that the privilege of sick leave is not abused.

10.1 Sick leave will accrue at the rate of 3.08 hours bi-weekly as provided in the Employee Handbook up to a maximum of 480 hours. Subject to the provisions of this Agreement, sick leave accrual will begin upon employment.

10.2 Sick leave may only be used for the employee's own personal illness or injury or that of a member of the employee's immediate family (except for those matters set forth in Section 10.3, below), which is defined as: spouse, children, mother, father, sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, grandchildren, aunts, uncles, nieces, nephews, persons who raised (parented) an employee, or a member of the family residing at the employee's residence or for an employee's approved scheduled visits with a health care provider or as authorized by the Family and Medical Leave Act.

10.3 Any employee having over two hundred forty (240) hours of accrued sick leave may donate up to forty (80) hours of his/her accrued sick leave to any other employee of the City when that receiving employee has completely exhausted his/her accrued sick leave.

10.4 In the case of absences for three (3) or more consecutive workdays, a physician report and release for full duty must be received.

10.5 Excessive sick leave usage may be cause for an employee to be placed on "physical report status." An employee on physical report status will be required to provide a statement from a health care provider for each absence for the next six (6) months. Excessive sick leave use as used in this subsection means four or more sick leave shifts in any three-month period where the employee does not provide a statement from a health care provider to support the use of sick leave.

10.6 An employee who uses sick leave the day before or the day after a vacation day or a scheduled holiday leave may be required to provide a written statement from a health care provider establishing the need for the absence if the employee is suspected of abusing sick leave. Failure to provide a requested statement from a health care provider will result in the leave being charged as leave without pay. This provision does not apply to an employee who is already on sick leave status.

10.7 The use of sick leave for purposes other than those authorized above will be subject to disciplinary action by the Chief of Police.

## ARTICLE 11

## HOURS OF WORK

11.1 Members of the Patrol Division will normally be scheduled to work 12-hour shifts. The standard work week for the Patrol Division employees shall be three (3) consecutive days of twelve (12) hour workdays with four (4) days off for one week and then four (4) consecutive days of twelve (12) hour workdays with three (3) days off. The Chief of Police retains the right to modify this schedule if manpower drops below the current level of CLEET certified patrol officers who have completed field training. If manpower drops below the current

level of CLEET certified officers who have completed field training, and a modification to this schedule becomes temporarily necessary, the Chief of Police may make the necessary changes. Before doing so, he will consult in good faith with the FOP. Any change will be reevaluated at least quarterly to determine if manpower levels allow for a return to the normal patrol schedule.

11.2 The standard work week for non-uniformed employees shall be five (5) continuous days of eight (8) hour workdays with two (2) days off or four (4) continuous days of ten (10) hour workdays with three (3) days off. Shift choice shall be that of the officer and approved by the Chief of Police or his designee. Every effort should be made to grant the shift request of each officer.

11.3 Time worked will include all actual hours worked for the purpose of determining entitlement to overtime compensation under Article 12 of this Agreement.

11.4 On a temporary basis, and upon written notice to the impacted officer(s) stating the necessity of such, the Police Chief has the discretion to change the time shifts begin and end for one or more uniformed officers, as long as they remain twelve (12) hours in length and subject to the shift bidding process the Police Chief will have the right to determine which officers will work any particular shift.

## ARTICLE 12

## OVERTIME AND CALL BACK

12.1 All non-exempt employees will be entitled to overtime after the employee has worked in excess of one eighty-six (86) hours in a fourteen (14) day pay cycle. Employees will receive, at the option of the employee, either compensatory time or paid overtime at time-and-one-half the base rate of pay as determined under the Fair Labor Standards Act and applicable regulations for all hours worked in excess of eighty-six (86) hours in each fourteen (14) day pay cycle. No employee may accumulate more than one hundred twenty (120) hours of compensatory time off. After an employee has accumulated one hundred twenty (120) hours of compensatory time off, the employee must either: 1) request to take additional overtime paid time at times and one half the base hourly rate; or 2) ask to take time off if the request would not negatively impact scheduling.

12.2 Any employee required to return to duty from their off-duty time shall receive a minimum of two (2) hours of compensation at one and one-half (1 1/2) times the regular hourly rate of pay, or compensation time off at one and one-half (1 1/2) times the regular hourly rate of pay. This does NOT include "hold over" or a change in assignment that is continuous following a normal shift. Call back time is compensable at the overtime rate regardless of the actual number of hours worked during the work week.

## ARTICLE 13

## WAGES AND LONGEVITY

13.1 Bargaining Unit members shall be compensated pursuant to the Pay Schedule attached hereto as Appendix "A" for Fiscal Year 2025-2026_which reflects a 3.0% COLA increase.

13.2 Longevity will commence at the beginning of the thirteen months for employees and shall be paid as follows:

| Years | Rate |
|---|---|
| 1-5 years | $6.00 per month multiplied by the number of years (example – years of service = 36 months x $6.00 = $216.00) |
| 6-10 years | $6.50 per month |
| 11-15 years | $7.00 per month |
| 16-20 years | $7.50 per month |
| 21+ years | $8.00 per month |

13.3 The City agrees to provide an incentive for Field Training Officers (FTO) at the rate of fifteen dollars ($15.00) per shift for each full shift where an FTO has a recruit.

## ARTICLE 14

## VACATION LEAVE

14.1 Employees will accrue vacation leave based on continuous years of service as follows:

| | | |
|---|---|---|
| 0-5 years | 3.08 hours per pay period | 80 hours per year |
| 6-10 years | 3.70 hours per pay period | 96 hours per year |
| 11-15 years | 4.62 hours per pay period | 120 hours per year |
| 16-20 years | 5.24 hours per pay period | 136 hours per year |
| 21+ years | 6.16 hours per pay period | 160 hours per year |

14.2 Employees are not authorized to take accrued vacation leave during the first six (6) months of employment.

14.3 Employees may only carry over a maximum of two hundred forty (240) hours of accrued vacation time from fiscal year to fiscal year.

14.4 An employee requesting vacation leave should make such request at least three shifts in advance. The Police Chief or his designee will try to accommodate all requests if manpower is available, but in any event, the granting of leave or the refusal thereof is ~~in~~ at the sole discretion of the Police Chief or his designee. No more than one hundred forty (140) hours of consecutive leave may be taken at any time absent special circumstances.

14.5 Any employee who has accrued more than one hundred forty (140) hours of vacation leave may donate up to forty (40) hours of accrued vacation leave to another employee.

14.6 Upon separation from the Police Department, members of the Lodge will be paid for all unused vacation leave at his/her regular hourly rate of pay up to two hundred forty (240) hours.

14.7 When more than one member in the same rank requests vacation time off, the member with the most seniority in the rank will have preference. In addition, special consideration will be given to unusual circumstances such as family emergencies and personal illness.

## ARTICLE 15

## TRAINING

15.1 The City will provide each employee with the minimum number of hours annually required to maintain CLEET certification.

15.2 Employees will have an equal opportunity to receive additional education which may be offered by the Department.

15.3 Prior approval for any training by an Employee must be obtained from the Police Chief or his designee. Without prior approval, the City is neither required to recognize the educational training for any purpose nor is the City required to pay for the training nor reimburse the Lodge member for related expenses.

15.4 If an employee completes a certified course without prior approval from the Police Chief or his designee, the employee will receive credit for the course, but the City is not required to pay for the training, nor reimburse Lodge members for related expenses.

## ARTICLE 16

## ON THE JOB INJURY

16.1 Whenever any employee is unable to perform his/her duties because of sickness or temporary disability caused or sustained while in the discharge of his/her duty, the member will be paid by the City in compliance with the then existing provisions of the Oklahoma Police Pension and Retirement statutes, 11 O.S. Section 50-116.1, currently not to exceed six (6) months with the municipality having the option of extending the period for up to an additional six (6) months, not to exceed a total of twelve (12) months.

16.2 Should an Employee receiving compensation from the City under the Police Pension and Retirement System statutes also receive temporary total disability payments, and should the salary of the member under this Article exceed any temporary disability benefit paid to the member under the Oklahoma Workers Compensation Statutes, as amended from time to time, the employee must remit said temporary disability benefits to the City while the member is sick or temporarily disabled leave.

16.4 An Employee who is unable to work due to a sickness or temporary disability caused or sustained while in the discharge of his or her duties for the Department will not be eligible to work at any secondary employment without the specific written permission of the Chief of Police.

## ARTICLE 17

## OTHER LEAVES

17.1 Funeral Leave. An Employee will be granted up leave as provided in the Employee Policy Handbook to attend the funeral of members of their immediate family as defined in the Employee Policy Handbook Section 411.

17.2 Jury Leave. Any Employee who is called for jury duty in any municipal, county, state, or federal court, will be placed on Jury Leave for the hours spent in service and will be paid at his/her normal base rate of pay based on the hours the employee would normally be scheduled to work during such time of service not to exceed thirty (30) days. Jury Leave will be granted under the following conditions:

a. The compensation paid to the employee for such duty by the court must be returned to the City. Any travel expense paid by the court may be kept by the employee.

b. If released from jury duty, even for a portion of a day, the employee must report to work.

c. Employees will be granted leave with pay when required to serve as a third-party witness in any such court in an official capacity as an employee of the City.

d. The provisions of Section 17.2 will not apply in matters in which the employee is a litigant such as a petitioner, respondent, plaintiff, or defendant unless job related or in those instances where the employee is called as a witness for a third party. In these situations, the employee may use vacation leave and/or compensatory time or be granted leave without pay upon exhaustion of these accrued benefits for the length of the litigation.

17.3 Military Leave. The City will comply with Federal and State Statutes, as may be amended from time to time. An employee is required to provide his/her drill schedule and all orders for military service to the Chief of Police as soon as the same are received so that adequate arrangements may be made to cover the shifts of the employee.

17.4 Other Leave. An Employee will be granted other leaves as provided in the Employee Policy Handbook Section 411.

## ARTICLE 18

## MEDICAL INSURANCE

18.1 The City will provide group health, dental, vision and life insurance plans to members on the same terms and with the same scope of coverage for such group insurance plans as is provided to other City employees.

## ARTICLE 19

## PERSONNEL FILES

19.1 A permanent record will be maintained for each employee. This record will contain all reports and documents related to employment and performance. These files are the property of the City and are confidential. It is agreed that whenever materials concerning investigations, complaints, reprimands, or counseling sessions for violations of any rules, regulations, or policies that might be considered detrimental to an employee's advancement or future with the Department are to be placed in the employee's file, the Police Chief will notify the employee and the employee will have the opportunity to attach any response to such action.

19.2 An employee will be allowed to review his/her personnel file under supervision during regular business hours upon written request to the Police Chief.

## ARTICLE 20

## RESIDENCY REQUIREMENTS

20.1 For the purposes of this Article, an employee's place of residence is his/her principal place of domicile. Officers are required to notify the Police Chief within one (1) week following any change in their place of residence. In this regard, it is understood and agreed by the parties that a violation of this address change notification requirement is not, and will not be considered or treated as, a violation of the residency requirements set forth in this Article. Therefore, although an employee's failure to provide the required address change notification within the prescribed one (1) week period may be considered as cause for disciplinary action, such failure will not be considered grounds for dismissal.

20.2 Employees are required to live within a twenty-five (25) mile radius of the City limits. Employees who are provided with a take-home unit must live within fifteen (15) mile radius of the city limits. All take home units must be parked in a secure location and not on any public street.

## ARTICLE 21

## PERSONNEL REDUCTION

21.1 In the case of a personnel reduction, the employee with the least seniority in a given rank will be laid off first. In determining seniority for the purpose of personnel reduction, only time as a full-time paid employee in the Department will be counted. No new employee will be hired or promoted to the affected rank until the laid-off employees have been given an opportunity to return to work. The automatic right of recall will expire two (2) years after lay off.

21.2 Whenever possible and where it would not violate state law, fourteen (14) days' notice shall be given by the City to the employee who is to be laid off. Upon being extended an offer to return to work, the employee will be notified by registered mail and will have ten (10) calendar days to respond before the City hires another employee for that position.

21.2 Seniority will commence from the date of initial employment. However, until the employment probation is completed, the employee will not attain seniority status.

21.4 Seniority is defined as the amount of time as a full time paid, law enforcement officer with the Clinton Police Department. Rank, seniority in rank, and then departmental seniority will be a factor among other factors in connection with the following:

a. Time when annual vacation is granted;
b. Assignment of days off;

c. Time when compensatory leave is granted after staffing considerations.

## ARTICLE 22

## DRUGS AND ALCOHOL POLICY

22.1 The parties have agreed to abide by the City's drug and alcohol policy and testing procedures in effect as of July 1, 2025.

## ARTICLE 23

## PERSONAL ITEMS TO BE REPLACED

23.1 The City will repair or replace in its sole discretion the employee's personal property that is damaged or destroyed while in the line of duty performing his/her assigned duties unless the employee was negligent or responsible for the damage. Whenever possible, the employee will present the damaged item for inspection by the City. If it is determined that an item cannot be repaired, the employees will be entitled to have certain personal items replaced up to $75.00 per item except up to a maximum of $250.00 for prescription eyeglasses or sunglasses; a maximum of $200 for dentures; and a maximum of $100 for a watch with proof of cost of the item.

23.2 In the event that the City fails to provide an employee with a piece of the equipment listed on Appendix B and the employee is using his/her personal equipment that is damaged or destroyed in the line of duty, the City will repair or replace that item.

23.3 Every application for replacement of a personal item shall be reviewed by the Chief of Police who shall determine whether or not an item of personal property was damaged or destroyed while the officer was in the performance of his or her duties. The City Manager shall make the final determination.

## ARTICLE 24

## UNIFORMS AND EQUIPMENT

24.1 The City will provide each officer of the Department with the uniforms and equipment outlined on Appendix "B" attached hereto and incorporated herein by this reference.

## ARTICLE 25

## BARGAINING AGENT SECURITY

25.1 The Lodge shall be granted eighty (80) hours off per fiscal year with pay for the purpose of conducting FOP business. Such leave for FOP business shall be limited to attending conventions, seminars or workshops, preparation of grievances, and preparation for and participation in arbitrations, contract negotiations etc. For the purpose of contract negotiations, this paid leave is available for a maximum of three (3) members at one time. Time spent by on-duty personnel on contract negotiations shall not count toward the eighty (80) hours above set forth. The specific Lodge member(s) who shall be allowed to take said time off with pay is to be determined by the FOP President. Written notice for Lodge business leave shall be forwarded to the Police Chief at least three (3) days in advance. Time off for Lodge business shall have the prior approval of the Police Chief, or his or her designee, and will not be unreasonably denied.

25.2 The City agrees not to enter into any other agreement, written or verbal, with any employee association or department association which in any way conflicts with the provisions of this Agreement. The City further agrees not to discriminate against any employee for activity on behalf of, or membership in the Lodge.

25.3 No officer shall be required to participate in any City sponsored or recognized charity, nor shall any officer be discriminated against for failure to so participate. No officer shall be subjected to a review of his/her personnel records to determine the officer's participation or non-participation in any City sponsored charity.

25.4 The Lodge will be permitted to hold one (1) regular and one (1) special meeting per month in the Police Department Conference Room with the understanding that permission, time, and location of such meetings must be approved by the Police Chief or his designee prior to said meetings and that use of any location in the Police Department facility shall be available solely upon the approval of the Chief of Police. It is understood the Lodge and The City will cooperate in this agreement and excessive requests will not be made by the Lodge and permission to hold meetings will not be unreasonably denied by the City, so long as the meetings do not impede or interfere with normal operations of the Police Department.

## ARTICLE 26

## OFFICER BILL OF RIGHTS

All complaints, whether internal or external, will be handled pursuant to Policy Chapter 36 Internal Affairs consistent with the following:

26.1 Whenever an employee of this bargaining unit is under administrative investigation for allegations of misconduct and is subject to an interrogation or interview or a request for a written statement as part of an internal investigation by members of the police department or other city departments, for any reasons which could lead to the employee being disciplined in any manner, such interview or interrogation shall be conducted under the following conditions:

(a) If known, the employee shall be informed of the names of all complainants and shall be given a copy of any complaint or statement of the factual allegations upon which the complaint is based if there is no written complaint.
(b) The Officer's Bill of Rights shall not apply to routine questioning or inquiries of employees by a supervisor during the normal course of duty unless the involved employee or supervisor determines that disciplinary action may occur as a result of the officer's activities. Preliminary discussions with supervisory personnel within the Police Department not involved in the investigation shall be limited to giving notice to the employee of the complaint received. Preliminary discussions shall not include questioning or require oral or written documentation about the complaint.
(c) The employee under investigation shall be informed of the rank, name, and command of the investigator or the name and position of any outside investigator or official in charge of the investigation, the name of the interviewing official or person conducting the interview and all persons present during the interrogation or interview. All questions directed to the employee during the interview shall be asked by and through one and only one person at any time and the employee shall be given an opportunity to respond.
(d) Prior to any interview or special examination, the employee shall receive a confidential written notification of the complaint. This notification will include a copy of the original complaint or a summary adequately listing the relevant facts and a reference to the employee's rights and responsibilities during the investigation.
(e) The involved employee will be afforded his/her constitutional rights in an administrative investigation, in accordance with the "Garrity Decision." The employee will also have the right to consult with a representative of his or her choosing and have the representative present during any questioning or interviews. The representative is present to assist the employee and may attempt to clarify the questions or facts as presented.
(f) All interviewing shall be specifically, directly, and narrowly related to the employee's actions which formed the basis for the investigation.
(g) Interviewing sessions shall be for reasonable periods of time and shall be timed to allow for such personal necessities and rest periods as are reasonably required.
(h) The employee being interviewed shall not be subjected to any questioning intended to confuse or entrap the employee into providing conflicting responses or ~~to~~ offensive language or threatened with transfer, dismissal, or disciplinary action. An employee may be informed that a failure to answer questions may result in disciplinary action.

No promise or reward shall be made as an inducement to obtain testimony or evidence.

(i) The interviewing of the employee under investigation may be recorded at the discretion of the investigating officials. Employees under investigation may record the proceedings with the employee's own equipment at the employee's own expense. Records and tapes compiled by the City shall be retained by the City and may be used at the discretion of the City in administrative hearings or for other administrative purposes.

26.2 An employee under administrative investigation shall receive written notification from the Chief of Police or his/her designee as to the status of the investigation and why it is still continuing if the investigation has not been completed within 90 days. An employee under investigation shall receive written notice from the Chief of Police or his/her designee as to the outcome of any investigation.

26.3 Prior to discipline that may include a loss of pay, demotion, or termination there shall be a pre-determination hearing. The employee shall be entitled to certain rights, including:

(a) Written notice of the charges against the employee at least five (5) business days prior to the pre-determination hearing.
(b) An explanation of the City's evidence.
(c) An opportunity to present the employee's side of the story.
(d) The right to a representative appointed by the FOP to assist the employee in the pre-determination hearing.
(e) The right to call witnesses on his or her behalf and the right to personally respond to the allegations and evidence in the pre-determination hearing.
(f) The right to examine any witnesses presented during the pre-determination hearing.

## ARTICLE 27

## SAFETY

27.1 The Lodge and the City agree to cooperate to the fullest extent in the promotion of safety and health through full disclosure and discussion of any information, results of surveys, and/or studies, new forms, procedures, materials, equipment and any new conceptions of safety and health deemed applicable to the employees of the Clinton Police Department.

## ARTICLE 28

## SENIORITY

Section 28.1 "Seniority" is defined as the continuous length of service of a commissioned officer with the Clinton Police Department within each job classification. Seniority shall commence from the last date which the employee is employed in the Clinton Police Department as a commissioned officer; however, until the initial employment probation is completed, the employee shall not attain seniority status. At the conclusion of said probation, the initial probationary service shall count as a part of the officer's seniority.

Section 28.2 Seniority shall be determined as between two or more employees by highest rank. When two or more employees are of the same rank, seniority shall be determined by length of service within the rank. As between two or more employees of the same rank, who have the same length of service in said rank, seniority shall be determined by length of continuous service as a police officer with the Clinton Police Department. If, after the application of the criteria set forth in this Section, there still remains a question as to seniority between two or more officers, then, and in that event, seniority shall be determined between them by a coin flip.

Section 28.3 Seniority shall be lost upon the occurrence of any of the following events:

(a) Discharge;
(b) Resignation from employment;
(c) Retirement;
(d) Unexcused failure to return to work upon expiration of a leave of absence;
(e) When an employee has been laid off for a period of more than one year.

## ARTICLE 29

## SAVINGS CLAUSE

29.1 If any provision of this Agreement, or the application thereof, to any person or circumstance is held invalid, the invalidity will not affect other provisions or applications of the Agreement, which can be given effect without the invalid provisions or applications, and to this end, the provisions of this Agreement are severable.

29.2 All amendments to this Agreement will be numbered, dated, and signed by the City and the Lodge and all such amendments will become part of this Agreement.

29.3 Any Appendices to this Agreement will be numbered, dated, and signed by the City and the Lodge, and all such Appendices will become a part of this Agreement as specifically set forth herein.

## ARTICLE 30

## SUCCESSORS AND ASSIGNS

30.1 This agreement shall be binding upon the successors and assigns of the parties hereto during the term of this agreement; and no provisions, terms, or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger or annexation, transfer or assignment, of either party hereto, or affected, modified, altered or changed in any respect whatsoever by any change of any kind in the ownership or management of either party hereto, or by any change geographically of the place of business of either party.

## ARTICLE 31

## PROMOTION POLICY

31.1 The purpose of this policy is to provide a fair and impartial process that will ensure that only the most qualified individuals are selected for promotion. Management will make every effort to fill vacant positions in the most prudent manner possible. However, management reserves the right to determine when a vacancy exists in a particular rank and whether to fill the position.

When management determines that a vacancy exists and elects to fill the same, the City will advise members of the promotional opportunity. The method and procedures set forth below are intended to provide assistance to the Chief of Police and the City Manager. They are not intended to restrict management rights or the authority of the Chief of Police in the operations and management of the Clinton Police Department.

An opening for a promotion to any of the following ranks will be posted for a minimum of fourteen (14) days before the testing process. A person meeting the minimum qualifications set forth below who desires to test for a promotion must submit a written notice of intent to test to the Office of the Chief of Police within the posting time.

31.2 Sergeant:

The minimum eligibility to test for Sergeant consists of the following:

A minimum of thirty-six (36) months of service with the Clinton Police Department as a certified officer or one (1) year of active service with the Clinton Police Department and two (2) years of active service with a municipal police department of equal or greater size than the Clinton Police Department; 2) not currently serving any form of discipline; 3) has not been subject to a written reprimand or above in the prior eighteen (18); and 4) achieved a score of average/satisfactory or above on the last evaluation.

31. 3: Promotional Process for Sergeant:

a. Written Test: A written test will be administered to all eligible applicants. The test will be 100 questions with a value of one (1) point for each correct answer. The test may contain a selection of questions from a choice of the following:

1. Ten (10) Clinton Police Department policies and procedures;
2. Ten (10) Oklahoma Statutes;
3. Ten (10) Clinton Ordinances;
4. Selection from the current Collective Bargaining Agreement;
5. Ten (10) questions from the Clinton Personnel Policies and Procedures Manual
6. One (1) outside reading source addressing supervisory techniques;
7. Two (2) case law studies from opinions of the United States Supreme Court addressing police tactics and procedures.

A score of seventy percent (70%) or above must be achieved on the written test for an applicant to proceed further in the promotional process. A point of 32 will be awarded for a score of 100%. Points under a score of 100% will be awarded on a pro rata basis.

b. Oral Board: The Oral Board will consist of the following: one (1) Clinton police officer holding the rank of Sergeant or above; one (1) Captain of the Clinton Police Department; one (1) senior member of management selected by the City Manager; and two (2) individuals who have held the rank equal or greater than the rank at issue for at least two (2) years and are from municipal police departments of equal or greater size than the Clinton Police Department. The FOP may, at its discretion, appoint one (1) person as a silent, non-participating observer. The scores of all voting members will be combined for each person and the average will apply.

c. Interview: The Chief of Police will conduct a personal interview with those applicants who have advanced to the Oral Board portion of the process. The Chief of Police will assign points for each candidate from 1 to 10 points.

d. Education and Training: Points will be awarded for education and training with a maximum of ten (10) points awarded to any one candidate.

| | |
|---|---|
| CLEET Intermediate Certification | 3 points |
| CLEET Advance Certification | 6 points |

Degree from an accredited college or university

| | |
|---|---|
| Associate Degree | 2 points |
| Bachelor's Degree | 3 points |
| Master's Degree | 4 points |

e. Promotion List: The top two (2) candidates will constitute the promotion list which will remain valid for a period of twelve (12) months. The Chief of Police will select the candidate from the promotion list.

f. Promotional Probation: The person selected for promotion will be subject to a six (6) month promotional probationary period. The person may be reduced in rank with a reduction in compensation during this period upon a determination by the Chief of Police that the person is not performing adequately in the new position.

31.4: Captain:

The minimum eligibility to test for the rank of Captain consists of the following:

A minimum of four (4) years at the rank of Sergeant; has attained a CLEET Advance Certification; sixty (60) credit hours from an accredited college or university; has successfully completed a minimum of sixteen (16) hours of basic supervisory training; is not currently serving any form of discipline; has not been subject to written discipline of a written reprimand or above in the last eighteen (18) months; and achieved a score of average/satisfactory or above on the last evaluation.

31.5: The promotional process for the rank of Captain will consist of the following:

a. Written Test: A written test will be selected by the Chief of Police to evaluate the skill, knowledge and ability of the applicants to perform upper management level duties and responsibilities. The test will be 100 questions with a value of one (1) point for each correct answer. The test may contain a selection of questions from a choice of the following:

1. Ten (10) Clinton Police Department policies and procedures;
2. Ten (10) Oklahoma Statutes;
3. Ten (10) Clinton Ordinances
4. Selection from the current Collective Bargaining Agreement
5. Ten (10) questions from the Clinton Personnel Policies and Procedures Manual
6. One (1) outside reading source addressing supervisory techniques.
7. Two (2) case law studies from opinions of the United States Supreme Court addressing police tactics and procedures.

An applicant must score 70% or above on the written test to proceed forward in the promotional process.

b. Oral Review Board: A review board will be convened to interview each candidate who scores 70% or above on the written test. Eight questions and two scenarios will be required designed to test the applicant's knowledge, skills and supervisory philosophy. Each candidate will be presented the same questions/scenarios. The preferred response to each question and scenario will be determined in advance by the members of the Board. There will be five (5) members of the Board consisting of the following: one (1) Department Head of the City of Clinton; one (1) Captain of the Clinton Police Department; two (2) members holding the rank of Captain or above (or equivalent rank) for a minimum of two (2) years in a municipal police department of equal or greater size than the Clinton Police Department; and one (1) civilian holding a high ranking supervisory position in the City. If there are no member of the Clinton Police Department who fits the criteria, another senior management personnel of the City will fill the slot. The FOP, at its discretion, may appoint one (1) person as a silent, non-participating observer. A maximum of ten (10) points will be awarded for each question/scenario. The scores of all voting members will be combined for each person and the average will apply.

c. Education: Points will be awarded for education:

Degree from an accredited college or university:

| | |
|---|---|
| Associate Degree | 2 points |
| Bachelor's Degree | 3 points |
| Master's Degree | 4 points |

d. Chief's Interview: The top two (2) candidates will be interviewed by the Chief of Police. The Chief of Police may select between the two (2) candidates.

e. Promotional Probation: An employee promoted to Captain will be subject to a six (6) month promotional probation period. The person may be reduced in rank with a reduction in compensation during this period upon the determination by the Chief of Police that the person is not performing adequately in the new position.

## ARTICLE 32

## PERSONAL APPEARANCE STANDARDS

This policy provides guidance for the personal appearance of members of the Clinton Police Department. Requirements for department uniforms and civilian attire are addressed in the Uniforms and Civilian Attire Policy.

32.1: Policy: Members of the Clinton Police Department shall maintain their personal hygiene and appearance so as to project a professional image that is appropriate for this Department and for their assignment. Department personal appearance standards are primarily based on safety requirements; appearance conformity and the social norms of the community served while considering matters important to the members.

32.2: Grooming: Unless otherwise stated and because deviations from these standards may present officer safety issues, the following standards shall apply to all members, except those whose current assignments would deem them not applicable, and where the Chief of Police has granted an exception.

32.3: Personal Hygiene: All members must maintain proper personal hygiene. Examples of improper personal hygiene include, but are not limited to, dirty fingernails, bad breath, body odor and dirty and unkept hair. Any member who has a condition due to a protected category e.g., race, physical disability) that affects any aspect of personal hygiene covered by this policy may qualify for an accommodation and should report any need for an accommodation to the Chief of Police.

32.4: Hair: Hair shall be clean, neatly trimmed or arranged, and of a natural hair color. Hairstyles with shaved designs on the scalp are prohibited. Hair adornments shall be primarily for the purpose of securing the hair and must present a professional image.

Hair styles for male department members must not extend below the top edge of the uniform or dress shirt collar while assuming a normal stance.

When working a field assignment, hairstyles for female department members must not extend below the bottom edge of a uniform or dress shirt while assuming a normal stance. Longer hair shall be worn up or in a tightly wrapped braid or ponytail that is secured to the head above the bottom edge of the shirt collar.

32.5: Mustaches: Mustaches shall not extend below the corners of the mouth or beyond the natural hairline of the upper lip and shall be short and neatly trimmed.

32.6: Sideburns: Sideburns shall not extend below the bottom of the outer ear opening (the top of the earlobes) and shall be trimmed and neat.

32.7: Facial Hair: Facial hair, other than sideburns, mustaches and eyebrows, is prohibited, unless authorized by the Chief of Police or the authorized designee.

32.8: Fingernails: Fingernails shall be clean and neatly trimmed to a length that will not present a safety concern. The color of fingernail polish shall present a professional image.

32.9. Appearance: For the purpose of this policy, jewelry refers to rings, earrings, bracelets, wristwatches and tie tacks and tie bars. Jewelry shall present a professional image and may not create a safety concern for the department members or others. Jewelry that depicts racial, sexual, discriminatory, gang-related, or obscene language or images is not allowed.

a. Necklaces shall not be visible above the shift collar.
b. Earrings shall be small, worn only in or on the earlobe and shall be limited to one earring per lobe.
c. One ring or ring seat may be worn on each hand of a department members. No rings should be of the type that would pose an unreasonable safety risk to the member or others during a physical altercation if the member is assigned to a position where that may occur.
d. One small bracelet, including a bracelet identifying a medical condition, may be worn on one arm.
e. Wristwatches shall be conservative and present a professional image.
f. Tie tacks or tie bars worn with civilian attire shall be conservative and present a professional image.

32.10: Tattoos: This policy establishes the guidelines for tattoos to ensure that all personnel maintain a professional and uniform appearance that aligns with the standards of the Clinton Police Department. Tattoos in certain areas may impact the professional image and duties of law enforcement officers, so restrictions are in place. Tattoos must be obtained by a professional and in accordance with the law. All visible tattoos must appear professional and not detract from the image or professionalism of the Clinton Police Department.

Definition of a Tattoo:

A tattoo is defined as any design, letter, scroll, figure, symbol or any other mark made under the skin or upon any person with ink or other substance resulting in a permanent or temporary discoloration of the skin.

a. Prohibited areas for tattoos:

i. Neck (front or back)
ii. Face (including eyelids, mouth, tongue and any other part of the face)
iii. Head (front and back of the head including the scalp)

iv. Ears (including the outer ear and surrounding areas)
v. Hand (with the exception of tattooed wedding bands)

b. Cosmetic Tattoos:

i. Cosmetic tattoos, such as eyeliner, eyebrow and lips are permitted so long as they appear natural and consistent with a professional appearance. These tattoos should not be excessive or draw undue attention.

c. Prohibited Tattoos:

i. Tattoos that detract from the mission of law enforcement will not be allowed. Prohibited tattoos include, but are not limited to, those which:

- Incorporate profanity or obscenity;
- Promote racism, discrimination, indecency, violence or illegal drug use, hatred or intolerance;
- Depict sexually explicit or anatomically correct nude images;
- Encourage lawlessness or any other behavior contradictory to the values and mission of the Clinton Police Department.

d. Coverage of Tattoos:

i. The Chief of Police has the authority to order personnel to cover tattoos deemed to be inconsistent with the mission of law enforcement. In such cases, members shall cover their tattoos with on of the following methods:

- Clothing
- Commercially available cosmetics or fabric covers made specifically for covering tattoos. The cosmetic products must be skin-tone color and neutral in appearance. The purchase of these items is at the employee's expense.

ii. This policy applies while members are;

- On-duty (including training and outside events)
- Representing the Clinton Police Department in an official capacity regardless of whether the member is in uniform or otherwise attired.

32.11: Body Piercing or Alteration: Body piercing (other than earlobes) or alteration to any area of the body that is visible while on-duty or while representing the Clinton Police Department in any official capacity, that is a deviation from normal anatomical features and that is not medically required, is prohibited. Such body alternation includes, but is not limited to:

a. Tongue splitting or piercing
b. The complete or transdermal implantation of any material other than hair replacement (i.e., foreign objects inserted under the skin to create a design or pattern).
c. Abnormal shaping of the ears, eyes, nose, or teeth (i.e., enlarged or stretched out holes in the earlobes)
d. Branding, scarification or burning to create a design or pattern.

32.12: Dental Ornamentation: Dental ornamentation that is for a decorative purpose and that is not medically required is prohibited while on-duty or while representing the Clinton Police Department in any official capacity. Such ornamentation includes, but is not limited to:

a. Objects that are bonded to front teeth.
b. Gold, platinum or other veneers or caps used for decorative purposes.
c. Orthodontic appliances that are colored for decorative purposes.

32.13: Glasses and Contact Lenses: Eyeglasses and sunglasses shall be conservative and present a professional image. Contact lenses with designs that change the normal appearance of the eye and that are not medically required are prohibited while on-duty or while representing the Clinton Police Department in any official capacity.

32.14: Cosmetics and Fragrances: Cosmetics shall be conservative and present a professional image. Use of cologne, perfume, aftershave lotion and other items used for body fragrance shall be kept at a minimum.

32.15: Undergarments: Proper undergarments shall be worn as necessary for reasons of hygiene and general appearance standards.

32.16: Religious Accommodation: The religious beliefs and needs of department members should be reasonably accommodated. Requests for religious accommodation should generally be granted unless there is a compelling security or safety reason and denying the request is the least restrictive means available to ensure security and safety. The Chief of Police should be advised any time a request for religious accommodation is denied.

Those who request to wear headscarves, simple head covering, certain hairstyles or facial hair for religious reasons should generally be accommodated absent unusual circumstances.

IN WITNESS WHEREOF, the parties hereto have set their hands this ____ day of June 2025.

THE CITY OF CLINTON

By:_____
Robert Johnston, City Manager

ATTEST:

By:_____
City Clerk

FRATERNAL ORDER OF POLICE.
LODGE No. 233

By:_____
President

ATTEST:

By:_____
Secretary

Approved as to form this _____ day of. June 2025.

City Attorney:_____

# ADDENDUM "A"

| Rank | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 |
|---|---|---|---|---|---|---|---|---|---|---|
| Patrol | $21.43 | $22.07 | $22.73 | $23.41 | $24.11 | $24.83 | $25.57 | $26.34 | $27.13 | $27.94 |
| Sergeant | $24.59 | $25.33 | $26.09 | $26.87 | $27.68 | $28.51 | $29.37 | $30.25 | $31.61 | $32.56 |
| Detective | $26.18 | $26.97 | $27.78 | $28.61 | $29.47 | $30.35 | $31.26 | $32.20 | $33.17 | $34.16 |
| Captain | $33.91 | $34.93 | $35.98 | $37.06 | $38.18 | $39.33 | $40.51 | $41.73 | $42.98 | $44.28 |
| | | | | | | | | | | |

## "APPENDIX B"

| City Provided Equipment | Description |
|---|---|
| Handgun | Glock 17 |
| Rifle | |
| Boots | Up to $200, selected by officer |
| Class A Pants | Quantity 2 |
| Class A SS Shirts | Quantity 2 |
| Class A LS Shirt | Quantity ~~2~~ 1 |
| Class C Pants | 2 |
| Class C SS Shirt | 2 |
| Class C LS Shirt | 2 |
| Outer Vest Carrier | |
| Ballistic Vest | Custom Made for Officer |
| Soft Shell Jacket | |
| Pull Over Jacket | |
| Raincoat | |
| Ball Cap | |
| Duty Belt | High Gloss Duty Belt / Nylon Duty Belt |
| Under Belt | |
| Belt Keepers | High Gloss / Nylon |
| Duty Holster | |
| Magazine Holster | High Gloss / Nylon |
| Handcuff Case | Quantity 2 |
| Handcuffs | Quantity 2 |
| Handheld Radio and Holder | |
| Taser Holster | |
| Taser | |
| Flashlight Holder | |
| Flashlight | |
| Body Worn Camera | Watchguard |
| Badge | |
| Collar Brass | |
| Trauma Kit | Quantity 2 (1 Car, 1 Carry on Ankle) |
| Commission Card | |