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

AGENDA

Source listing: 11/17/15 Meetings
Original source: https://agendas.clintonok.gov/archive/2015/111715/launch.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2015/111715/council.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2015/111715/industrial.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2015/111715/publicwork.htm

1. Call to Order

2. Opening Prayer /Pledge Roland Youngberg, First United Methodist Church

    A. Consider Approval of Minutes on November 3, 2015

3. Action Items:

    A. Consider and take action on Contractor Selection for Canute Waterline

    B. Consider and take action on Agreement with Layne Christenson Company for the Golf Course Wells and Facility Project

4. Trustee's Report

5. City Manager's Report

6. Audience Participation

7. Adjournment

    A. Proceed to City Council Agenda

Filed this 12th day of November, 2015. Posted on the bulletin board in the lobby of the Clinton City Hall on November 12, 2015 at 1:30 p.m.

_____

Not recorded

MINUTES OF CLINTON PUBLIC WORKS AUTHORITY MEETING
OCTOBER 20, 2015

Minutes of the regular meeting of the Chairman and Trustees of the Clinton Public Works Authority of Clinton, Oklahoma, Custer County, held in the City Council Room, City Hall on Tuesday, October 20, 2015, at 5:30 p.m. A notice of this meeting with agenda was posted on the bulletin board in the lobby of Clinton City Hall on October 16, 2015.

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

CHAIRMAN: Seth Adams
COUNCIL: Don Rodolph, Jason Hulin, Lucas Martinez, Wheeler Lowry
CITY MANAGER: Mark Skiles
CITY CLERK: Lisa Anders
CITY TREASURER: Absent
DEPUTY CLERK: Absent
CITY ATTORNEY: Ryan Meacham
NEWS MEDIA: Gerald Green and Mike Smith
OTHERS: Gene McCullough, Leon Kinder, Donald Webb, David Crabtree, Joyce Kenney, Gary Albert, Brian Meiers and others.

Gerald Green opened the meeting with prayer and Trustee Lucas Martinez led the Pledge of Allegiance.

AGENDA ITEM NO. 3: CONSENT AGENDA

A. Minutes of Regular Meeting of October 6, 2015

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

Chairman put the motion to a roll call vote:

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

Chairman declared the motion carried.

AGENDA ITEM NO. 4 ACTION ITEMS

4A. CONSIDER AMENDMENT TO TASK ORDER #1 AMENDING PROFESSIONAL SERVICE AGREEMENT WITH BURNS & MCDONNELL

Brian Meier of Burns & McDonnell explained that Task Order #1 is an amendment to the existing agreement. He said this realigns the services to be provided under contract. He said there is not cost impact as a result of Task Order #1. He said this redefines what services have been provided.

Motion was made by Trustee Rodolph and seconded by Trustee Hulin to approve Task Order #1 amending the Professional Service Agreement with Burns & McDonnell.

Chairman put the motion to a roll call vote:

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

Chairman declared the motion carried.

4B. CONSIDER APPROVAL OF TASK ORDER #2 WITH BURNS & MCDONNELL TO COMPLETE HYDROGENEOLOGICAL AND ENGINEER SERVICES TO IDENTIFY ALTERNATE WELLS SITE

Brian Meiers of Burns & McDonnell explained that Task Order #2 continue with the anticipation of assignments and sets up the budget for assignments. He said the development into the well sites could take from 12 to 18 months.

Trustee Rodolph said this will enable the City to determine additional water sources and identify options.

Meiers said the key is to determine the amounts of water from the golf course well. He said a report will be presented on November 3rd.

Motion was made by Trustee Rodolph and seconded by Trustee Lowry to approve Task, Order #2 to complete the hydrogeological and engineer services to identify alternate well sites.

Chairman put the motion to a roll call vote:

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

Chairman declared the motion carried.

4C. CONSIDER APPROVAL OF TASK ORDER #3 WITH BURNS & MCDONNELL TO COMPLETE BID PHASE SERVICE FOR WATER TREATMENT PLANT, WATER TREATMENT PLANT SUPPLEMEN T PIPELINES, GOLF COURSE WELLS, GOLF COURSE PIPELINE, CANUTE PIPELINE AND CONSTRUCTION PHASE SERVICES FOR THE GOLF COURSE WELL DEVELOPMENT PROJECT AND CANUTE PIPELINE PROJECT

Brian Meiers of Burns & McDonnell reported that the Dixon well is operational, the Canute line is being advertised and DEQ is reviewing the plans. The bid date has been scheduled on November 13. He said a presentation of the analysis of the bids will be presented at the November 17th meeting. He said he had met with Layne Christian and a Notice of Award had been issued for the Golf Course wells and facilities. He said the Notice to Proceed should be issued in late November.

He said that Task Order #3 carries through the bid phases for several different projects.

Motion was made by Trustee Rodolph and seconded by Trustee Martinez to approve Task Order #3 to complete the bid phase for water treatment plant, water treatment plant supplement pipelines, golf course wells, golf course pipeline, Canute pipeline and construction phase services for the golf course well development project and Canute pipeline project.

Chairman put the motion to a roll call vote:

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

Chairman declared the motion carried.

AGENDA ITEM NO. 5 TRUSTEE REPORT

Trustee Rodolph suggested bidding pipe and included it in bid packets so that prices of pipe could give idea of cost for supplies.

AGENDA ITEM NO. 6: MANAGER'S REPORT

City Manager Mark Skiles reported that 7th Street between Frisco and Avant is torn up. He said that Lake Clinton is 3 ½ feet short of being full. He also reported that 37 test holes were drilled in the search for water. He said this is an on-going process. He also reported that the repairs to the sewer main have been reported to FEMA for potential reimbursement.

AGENDA ITEM NO. 7: AUDIENCE PARTICIPATION

None

AGENDA ITEM NO. 8: ADJOURNMENT

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

Chairman put the motion to a roll call vote:

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

Chairman declared the meeting adjourned at 5:55 p.m.

Clinton
Hub City of Western Oklahoma

Agenda Commentary

Item Title/ Subject: Pickup for Water Department

Staff Source: Donald Webb, Public Works Director

History/Background Information: This Pickup will be used to pull goose neck trailers and the Vermeer Vac Digger.

Item/Subject Summary: This is a 2016 Ford Super Duty/ Cab & Chasis, it is a single wheel one ton 4 wheel drive. The pickup will be equipped with a flatbed in the near future.

Price/Cost: $27,852.32 on the State contract pricing.

Recommendation: The City Recomends that we purchase the pickup from McKinsey Motors for the State contract price.

SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

October 14, 2015

Mr. Mark Skiles, City Manager
City of Clinton
415 Gary Boulevard
Clinton, Oklahoma 73601

Re: Permit No. WT000075150846
Canute Raw Water Line
PWSID No. 1010828

Dear Mr. Skiles:

Enclosed is Permit No. WT000075150846 for the construction of Approximately 33,792 linear feet of twelve (12) inch raw water line and all appurtenances to serve the City of Clinton, Washita County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by this Department on October 14, 2015. Any deviations from the approved plans and specifications affecting capacity, flow or operation of units must be approved, in writing, by the Department before changes are made.

Receipt of this permit should be noted in the minutes of the next regular meeting of the City of Clinton, after which it should be made a matter of permanent record.

We are returning one (1) set of the approved plans to you and retaining one (1) set for our files.

Respectfully,

Sara Senyondo, Ph.D.
Construction Permit Section
Water Quality Division

SS/RC/bg/TJ

Enclosure

c: Bill Kropf, Regional Manager, DEQ
Burns Flat DEQ Office
Michael Lehrburger P.E., Burns & McDonnell Engineering Company, Inc.

SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

PERMIT No. WT000075150846

WATER TREATMENT

PWSID No. 1010828

PERMIT TO CONSTRUCT

October 14, 2015

Pursuant to O.S. 27A 2-6-304, the City of Clinton is hereby granted this Tier I Permit to construct Approximately 33,792 linear feet of twelve (12) inch raw water line and all appurtenances to serve the Clinton Lake Surface Water Treatment Plant, located in SW/4, SW/4, Section 31, T-11-N, R-19-W & NE/4, NW/4, Section 16, T-11-N, R-19-W, Washita County, Oklahoma, in accordance with the plans approved on October 14, 2015.

Sludge will be disposed of in accordance with applicable rules and regulations regarding the disposal of waste sludges.

By acceptance of this permit, the permittee agrees to operate and maintain the facility in accordance with the Public Water Supply Operation rules (OAC 252:631), and to comply with the State Certification laws, Title 59, Section 1101-1116 O.S. and the rules and regulations adopted thereunder regarding the requirement for certified operators.

This permit is issued subject to the following provisions and conditions.

1) That the recipient of the permit is responsible that the project receive supervision and inspection by competent and qualified personnel.

2) That construction of all phases of the project will be started within one year of the date of approval or the phases not under construction will be resubmitted for approval as a new project.

3) That no significant information necessary for a proper evaluation of the project has been omitted or no invalid information has been presented in applying for the permit.

4) That the Oklahoma Department of Environmental Quality shall be kept informed on occurrences which may affect the eventual performance of the works or that will unduly delay the progress of the project.

5) That the issuing of this permit does not relieve the responsible parties from any damage which may accrue as the result of the location and operation of the plant in this area.

printed on recycled paper with soy ink

PERMIT No. WT000075150846

WATER TREATMENT

PWSID No. 1010828

PERMIT TO CONSTRUCT

6) That before placing this facility into service, at least two samples of the water, taken on different days, shall be tested for bacteria to show that it is safe for drinking purposes.

7) That any deviations from approved plans or specifications affecting capacity, flow or operation of units must be approved by the Department before any such deviations are made in the construction of this project.

8) That the water leaving the plant will be non-corrosive as determined by a calcium carbonate saturation index (langelier index), and the water shall contain at least 1.0 mg/l free chlorine or 2.0 mg/l of combined chlorine.

9) The issuance of this permit does not relieve the responsible parties of any obligations or liabilities which the permittee may be under pursuant to prior enforcement action taken by the Department.

10) That the permittee is required to inform the developer/builder that a DEQ Storm Water Construction Permit is required for a construction site that will disturb one (1) acre or more in accordance with OPDES, 27A O.S. 2-6-201 et siq. For information or a copy of the GENERAL PERMIT (GP-005) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES, Notice of Intent (NOI) form, Notice of Termination (NOT) form, or guidance on preparation of a Pollution Prevention Plan, contact the Storm Water Unit of the Water Quality Division at P.O. Box 1677, Oklahoma City, OK 73101-1677 or by phone at (405) 702-8100.

Failure to appeal the conditions of this permit in writing within 30 days from the date of issue will constitute acceptance of the permit and all conditions or provisions.

Rocky Chen, P.E., Engineering Manager, Construction Permit Section
Water Quality Division

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DOCUMENT 005000 – AGREEMENT BETWEEN OWNER AND CONTRACTOR

Project Name: Golf Course Wells and Facilities

THIS AGREEMENT is dated as of the 6th day of October in the year 2015 by and between the City of Clinton, Oklahoma (hereinafter called Owner) and Layne Christensen (hereinafter called Contractor).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work under this Contract is generally described as follows: installation of two wells at the golf course and construction of the associated facilities including furnishing and installation of a prefabricated enclosure building, a valve vault, an electrical platform and well platform, two well pumps and motors, and all associated civil, electrical, and other required work to put the Golf Course Wells into operation. SCADA equipment shall be supplied by others and installed by Contractor. Programming associated with SCADA shall be provided by others.

ARTICLE 2 - ENGINEER

2.01 The Project has been designed by Burns & McDonnell Engineering Co. Inc., who is hereinafter called Engineer and who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIME

3.01 TIME OF THE ESSENCE:

A. All time limits for milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.02 DATES FOR SUBSTANTIAL COMPLETION AND FINAL PAYMENT:

A. The Work will be Substantially Completed within 150 days after the date when the Contract Times commence to run as provided in the GENERAL CONDITIONS, and completed and ready for final payment in accordance with the GENERAL CONDITIONS within 240 days after the date when the Contract Times commence to run.

1. Areas to be Substantially Complete by date stated above are as follows: Installation, development and flow testing of the well to acceptable standards as detailed in these documents and installation of a well enclosure building, a valve vault, an electrical platform and well platform, pumps and motors, and all civil, electrical, and other work to develop a functional well supply system, excluding SCADA equipment. Installation of SCADA equipment and associated electrical work will be required for final completion.

3.03 LIQUIDATED DAMAGES:

A. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the time specified above, plus any extensions thereof allowed in accordance with the GENERAL CONDITIONS. The parties also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by Owner if the Work is not Substantially Completed on time. Accordingly, instead of

requiring any such proof, Owner and Contractor agree that as liquidated damages for delay but not as a penalty Contractor shall pay Owner Five Hundred dollars ($500) for each day that expires after the time specified above in Paragraph 3.02 for Substantial Completion until the Work is Substantially Complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the time specified in Paragraph 3.02 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner Two Hundred Fifty dollars ($250) for each day that expires after the time specified for completion and readiness for final payment.

ARTICLE 4 - CONTRACT PRICE

4.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs below:

A. LUMP SUM CONTRACT PRICE: For all Work a Lump Sum of: Seven hundred ninety-seven thousand, six hundred twenty-nine, and no/100 dollars ($797,629.00).

1. Schedule of Adjustment Unit Prices: In the event the Work indicated or specified in the Contract Documents is increased or decreased, the price set forth above shall be increased or decreased in accordance with the following schedule of Adjustment Unit Prices.

No.	Item	Unit	Unit Price
1	Pilot hole drilling	LF	40.00
2	30-inch borehole drilling	LF	120.00
3	16-inch Certalok Casing	LF	70.00
4	16-inch SS wire wrap screen	LF	258.00
5	Gravel Pack	LF	6.00

ARTICLE 5 - PAYMENT PROCEDURES

5.01 SUBMITTAL AND PROCESSING OF PAYMENTS:

A. Contractor shall submit Applications for Payment in accordance with the GENERAL CONDITIONS. Applications for Payment will be processed by Engineer as provided in the GENERAL CONDITIONS.

5.02 PROGRESS PAYMENTS, RETAINAGE:

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the last working day of each month during construction. All such payments will be measured by the schedule of values established in the GENERAL CONDITIONS.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer shall determine, or Owner may withhold, in accordance with the GENERAL CONDITIONS.

a. 90% of Work completed (with the balance being retainage). If Work has been 50% completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, Owner on recommendation of Engineer, may determine that as long as the character and progress of the Work subsequently remain satisfactory to them, there will be no additional retainage on account of Work subsequently completed, in which case the remaining progress

payments prior to Substantial Completion will be an amount equal to 100% of the Work completed less the aggregate of payments previously made; and

b. 90% (with the balance being retainage) of Equipment and Materials not incorporated in the Work (but delivered, suitably stored, and accompanied by documentation satisfactory to Owner as provided in the GENERAL CONDITIONS).

2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95% of the Contract Price (with the balance being retainage), less such amounts as Engineer shall determine, or Owner may withhold, in accordance with the GENERAL CONDITIONS.

5.03 FINAL PAYMENT:

A. Upon final completion and acceptance of the Work in accordance with the GENERAL CONDITIONS, Owner shall pay the remainder of the Contract Price as recommended by Engineer and as provided in the GENERAL CONDITIONS.

ARTICLE 6 - CONTRACTOR'S REPRESENTATIONS

6.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents including the Addenda and other related data identified in the Bid Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.

D. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performing and furnishing of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

E. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

F. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

G. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 7 - CONTRACT DOCUMENTS

7.01 CONTENTS:

A. The Contract Documents which comprise the entire Agreement between Owner and Contractor concerning the Work consist of the following and may only be amended, modified, or supplemented as provided in the GENERAL CONDITIONS:

1. This Agreement.

2. Exhibits to this Agreement (enumerated as follows):
   a. Notice to Proceed.
   b. Contractor's Bid.
   c. Documentation submitted by Contractor prior to Notice of Award.
3. Performance, Payment, and other Bonds.
4. General Conditions.
5. Specifications consisting of divisions and sections as listed in table of contents of Project Manual.
6. Drawings consisting of a cover sheet and sheets as listed in the table of contents thereof, with each sheet bearing the following general title: Golf Course Wells and Facilities.
7. Addenda number one (1).
8. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to the GENERAL CONDITIONS.

ARTICLE 8 - MISCELLANEOUS

8.01 TERMS:

A. Terms used in this Agreement which are defined in the GENERAL CONDITIONS shall have the meanings stated in the GENERAL CONDITIONS.

8.02 ASSIGNMENT OF CONTRACT:

A. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by Law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.03 SUCCESSORS AND ASSIGNS:

A. Owner and Contractor each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

8.04 SEVERABILITY:

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8.05 OTHER PROVISIONS: Not Applicable.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in triplicate. One counterpart each has been delivered to Owner, Contractor, and Engineer. All portions of the Contract

DOCUMENT 005000 - AGREEMENT: continued

Documents have been signed, initialed, or identified by Owner and Contractor or identified by Engineer on their behalf.

This Agreement will be effective on October 6, 2015, which is the Effective Date of the Agreement.

CONTRACTOR: Layne Christensen	OWNER: City of Clinton, Oklahoma
_____	_____
By: Tim Bertucci	By: _____
Title: Project Manager	Title: _____
(SEAL)	(SEAL)
Attest _____	Attest _____
Address for giving notices	Address for giving notices
4691 NE HWY 33	_____
Guthrie, OK 73044	_____
License No. DPC 0123 (if required by Law)	Approved As to Form:
Agent for Service of process _____ (if required by law)	By: _____ Attorney For: City of Clinton, Oklahoma
(If Contractor is a corporation, attach evidence of authority to sign.)	

END OF DOCUMENT 005000



ADDENDUM TO DOCUMENT 005000 – AGREEMENT BETWEEN OWNER AND CONTRACTOR

Project Name: Golf Course Wells and Facilities

This Addendum to the Golf Course Well Construction Agreement previously dated October 6, 2015, by and between the **City of Clinton** (Owner) and **Layne Christensen**, (Contractor), shall be effective on October 6, 2015 and is hereby amended to state as follows:

8.05 OTHER PROVISOINS

Forum Selection. Any dispute arising out of this agreement must be treated before the District Court of Custer County, Oklahoma.

Choice of Law. This contract shall be governed and construed in accordance with the laws of the State of Oklahoma.

Conditions. As a condition precedent to initiation of construction of the second well under this agreement, the initial well must produce a volume of water which meets or exceeds the Owner's expectations. In the event that, the volume of water produced from the initial well does not meet or exceed Owner's expectations, the Owner, in its sole discretion may terminate the balance of this contract and make payment to Contractor in accordance with Article 4 of this contract.

CONTRACTOR: Layne Christensen

_____

By: _____

Title: _____

(SEAL)

Attest_____

OWNER: City of Clinton, Oklahoma

_____

By: _____

Title: _____

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

AGENDA

Source listing: 11/17/15 Meetings
Original source: https://agendas.clintonok.gov/archive/2015/111715/launch.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2015/111715/council.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2015/111715/industrial.htm
Original authority agenda: https://agendas.clintonok.gov/archive/2015/111715/publicwork.htm

1. Call to Order
2. Opening Prayer /Pledge Roland Youngberg, First United Methodist Church
3. Consent Agenda
    A. Consider Approval of Minutes on November 3, 2015
4. Action Items:
    A. Action Items:
    B. Presentation by Retail Strategies
5. Trustee's Report
6. City Manager's Report
7. Audience Participation
8. Adjournment
    A. Proceed to Public Works Authority agenda

Filed this 12th day of November 2015. Posted on the bulletin board in the lobby of the Clinton City Hall on November 12, 2015 at 1:30 p.m.

_____

Not recorded

MINUTES OF INDUSTRIAL AUTHORITY MEETING
NOVEMBER 3, 2015

Minutes of the regular meeting of the Chairman and Trustees of the Clinton Industrial Authority City of Clinton, Oklahoma, Custer County, held in the City Council Room, City Hall on Tuesday, November 3, 2015, at 5:30 p.m. A notice of this meeting with agenda was posted on the bulletin board in the lobby of Clinton City Hall on October 30, 2015.

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

MAYOR: Seth Adams
TRUSTEES: Don Rodolph, Jason Hulin, Wheeler Lowry
ABSENT: Lucas Martinez
CITY MANAGER: Mark Skiles
CITY CLERK: Lisa Anders
CITY TREASURER: Debra Blanchard
DEPUTY CLERK: Absent
CITY ATTORNEY: Ryan Meacham
NEWS MEDIA: Gerald Green and Mike Smith
OTHERS: Donald Webb, Gene McCullough, Leon Kinder, David Crabtree, Jeromy Brush, Julie Menge, Gary Albert, Brian Mieres, Narci Smith, Doug Greer, Tracy Yoder, Kris Wermy, Johnny Red, Luke Adams, Kent Miller, Ann Redd, Rod Kinney, Mary Helen Jones, Lonnie Burns and others.

Gerald Green opened the meeting with prayer and Trustee Wheeler Lowry led the Pledge of Allegiance.

AGENDA ITEM NO. 3: CONSENT AGENDA

A. Minutes of Regular Meeting of October 6, 2015
B. Consider Claims

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

Chairman put the motion to a roll call vote:

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

Chairman declared the motion carried.

AGENDA ITEM NO. 4 ACTION ITEMS

None

AGENDA ITEM NO. 5 TRUSTEES REPORT

None

AGENDA ITEM NO. 6: CITY MANAGER'S REPORT

None

AGENDA ITEM NO. 7: AUDIENCE PARTICIPATION

None

AGENDA ITEM NO. 8: ADJOURNMENT

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

Chairman put the motion to a roll call vote:

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

Chairman declared the meeting adjourned at 5:35 pm.

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

AGENDA

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Original authority agenda: https://agendas.clintonok.gov/archive/2015/111715/publicwork.htm

1. Call to Order

2. Opening Prayer /Pledge Roland Youngberg, First United Methodist Church

3. Consent Agenda

    A. Consider Approval of Minutes of November 3, 2015

4. Action Items:

    A. Presentation of two Oklahoma Municipal League Service Awards

    B. Consider and take action on agreement with Sinor EMS regarding lease of City owned property at 523 Gary Boulevard

    C. Consider renewal agreement with Eastside Academy

    D. Consider Resolution 855 regarding Permit allowing Operation of Low speed Vehicles on Municipal Streets

    E. Consider and take action on Administration Agreement with Oklahoma Tax commission regarding City Sales and Use Tax

5. Council Report

6. City Manager's Report

7. Audience Participation

8. Adjournment

Filed this 12th day of November, 2015. Posted on the bulletin board in the lobby of the Clinton City Hall on November 12, 2015 at 1:30 p.m.

_____

Not recorded

MINUTES OF THE CLINTON CITY COUNCIL
NOVEMBER 3, 2015

Minutes of the regular meeting of the Mayor and City Council of the City of Clinton, Oklahoma, Custer County, held in the City Council Room, City Hall on Tuesday, November 3, 2015 at 5:30 p.m. A notice of this meeting with agenda was posted on the bulletin board in the lobby of Clinton City Hall on Friday, October 30, 2015.

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

MAYOR: Seth Adams
COUNCIL: Don Rodolph, Jason Hulin, Wheeler Lowry
ABSENT: Lucas Martinez
CITY MANAGER: Mark Skiles
CITY CLERK: Lisa Anders
CITY TREASURER: Debra Blanchard
DEPUTY CLERK: Absent
CITY ATTORNEY: Ryan Meacham
NEWS MEDIA: Gerald Green and Mike Smith
OTHERS: Gene McCullough, Leon Kinder, Donald Webb, Jeremy Brush, David Crabtree, Julie Menge, Tracy Yoder, Rod Kinney, Kris Wermy, Lonnie Burns, Johnny Red, Luke Adams, Kent Miller, Gary Albert, Ann Red, Cheryl McCullers, Narci Smith, Doug Greer, Mary Helen Jones, Brian Meiers and others.

Gerald Green opened the meeting with prayer and Councilman Wheeler Lowry led the Pledge of Allegiance.

AGENDA ITEM NO. 3: CONSENT AGENDA

A. Minutes of Regular Meeting of October 20, 2015
B. Consider Claims

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

Mayor put the motion to a roll call vote:

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

Mayor declared the motion carried.

AGENDA ITEM NO. 4 ACTION ITEMS

4A. CONSIDER AND TAKE ACTION ON AGREEMENT WITH SINOR EMS REGARDING LEASE OF CITY OWNED PROPERTY AT 523 GARY BOULEVARD

City Manager Mark Skiles introduced Johnny Red, representative of Sinor EMS. He explained that Sinor is interested in leasing the old fire station at 523 Gary Boulevard. He said the building was vacated in February 2014 when the Fire Department moved into their new facility. He said the building is structurally sound; the utilities have remained on and are being used for storage purposes at this time. He felt that having an occupant in the building would conserve the integrity of the building.

Red said the building was built for emergency response. He said no structural changes will be made. He said the three bays on 6th Street would house the on-duty ambulances while their current location by Sonic would be used for off-duty ambulances. He said the dormitory, kitchen and gym area would be used. He said Sinor would be responsible for maintenance and a share of the insurance. He explained that the agreement is for Sinor to be responsible for the first $5,000 of maintenance per event.

City Manager Mark Skiles said the building will be in need of repairs and with an occupancy 24/7, needed repairs would be noticed quicker. He said the agreement has a 90 day separation clause and is a three year lease.

Councilman Rodolph said he felt the rent is too cheap and he is responsible for looking out for the citizens. He suggested taking out the $5,000 maintenance and change the rent to $500.00 per month.

Redd said he sees SEMS and the City as partners and other options could be reviewed. He said the maintenance section works like an insurance policy for the city.

Councilman Lowry said he felt the rent is too cheap but felt the agreement is a good deal.

Councilman Rodolph recommended tabling the item until the next Council meeting.

4B. CONSIDER AND TAKE ACTION ON ORDINANCE NO. 962 REGARDING ALL-TERRAIN VEHICLES, MINI-TRUCKS, LOW SPEED ELECTRICAL VEHICLES, UTILITY VEHICLES, GOLF CARTS, MINI-BIKES, GO-KARTS, POWER LAWN MOWERS AND MAINTENANCE UTILITY VEHICLES ON STREETS OR HIGHWAY OF THE CITY OF CLINTON

City Manager Mark Skiles said the ordinance presented is a modified ordinance of the City of El Reno. He reviewed some of the details of the ordinance and said he felt it is clear enough to be enforceable. The effective date would be January 1, 2016.

Motion was made by Councilman Hulin and seconded by Councilman Lowry to adopt ordinance no. 962.

Mayor put the motion to a roll call vote:

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

Mayor declared the motion carried.

AGENDA ITEM NO 5.COUNCIL REPORT

Councilman Rodolph said he was pleased with the number of potential bidders at the Canute waterline pre-bid conference.

AGENDA ITEM NO. 6: MANAGER'S REPORT

City Manager Mark Skiles introduced Chamber Director Julie Menge.

Menge reported that Bar-S would be renting the Frisco Center Monday-Friday 8 am to 5 pm for a period of 18 months for training for their employees.

She also reported that signs have been installed along city streets for the Clean Clinton Pride Program. She said ten signs have been installed and there is still additional interest from other groups.

It was noted that City staff has begun hanging Christmas banners. The annual Parade of Lights will be held on December 1, 2015.

City Manager Skiles said this is Council Wheeler Lowry's last meeting in his term. He thanked him for his service.

AGENDA ITEM NO. 7 : AUDIENCE PARTICIPATION

None

AGENDA ITEM NO. 8: ADJOURNMENT

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

Mayor put the motion to a roll call vote:

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

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

Clinton
Hub City of Western Oklahoma

Agenda Commentary

Item Title/ Subject: Years Of Service Awards

Staff Source: Mary Smith, Personnel Officer

History/Background Information:

Each year Oklahoma Municipal League (OML) recognizes municipal employees who have completed 25 years of service in municipal government. The names of these recipients will be entered into a permanent Honor Roll of Service, leather bound book that is maintained and on permanent display at the League office.

Serving a community for a quarter of a century is certainly an achievement that merits honoring.

Item/Subject Summary:

Years of Service Award to be presented by Jason Hulin, OML Board Member and City of Clinton Councilman

Recommendation:

I recommend that this award be presented to:
(25 Yr. Award) **David Crabtree** – Police Chief – 08/01/1990 – Still Employed
(40 Yr. Award) **Debra Tupper** -Municipal Court Clerk – 06/24/1975- Still Employed

Date: November 17th, 2015

COMMERCIAL LEASE

1. PARTIES: **City of Clinton, Oklahoma**, an Oklahoma Municipality, the **Lessor** agrees lease **Sinor Emergency Medical Service, Inc.,** an Oklahoma Corporation, **Lessee**, the following described property, to wit: **523 West Gary Blvd, Clinton, OK.**

2. TERM: For the term of three (3) Years beginning on _____ to be continuously occupied and used during the term of the lease by Lessee for no other purpose than housing and operation of EMS operations. Either party may terminate this lease at anytime upon three months notice.

3. RENTAL: (A) In consideration of the following obligations contained in this agreement and the monthly payment of $250.00, to be paid on or before the 5th day of each month, Lessor shall lease the subject premises to Lessee;

   (B) Additionally, Lessee shall reimburse Lessor for the Annual cost of property insurance on the subject property, within 10 days of Lessor's submission to Lessee of the amount due and owing under Lessors policy of insurance;

   (C) Additionally, Lessee agrees that, during any term of this agreement, Lessee shall not raise the Ambulance Fee, as provided for in section 9-1-1 of the Clinton City Code, under Lessor's Sole Provider System.

4. REPAIRS: Lessee accepts the premises in their present condition and agrees it is suitable for which leased. Lessee agrees to repair at its expense, up to $5,000.00 annually, any major repair including but not limited to: the roof, foundation, heat and air conditioning units, water heater, major plumbing, and exterior walls, all windows and doors; upon the receipt of written notice from Lessor requesting repairs. It is the intent of the parties that Lessee has an annual repair limit and shall be responsible up $5,000.00 for repairs to the leased premises. Lessee shall take good care and maintain the property, and upon the termination of this lease deliver the property in good repair and condition, reasonable wear and tear excepted. Lessee shall not make any structural alterations to the property without written permission of Lessor. All such additions and fixtures (except trade fixtures) shall remain and become the property of Lessor, unless Lessor requests their removal; in which event Lessee shall remove same and restore the premises to their original condition at Lessee's expense.

5. CASUALTY: In the event the property, or a portion thereof, shall be damaged by fire, or other casualty insurable under standard fire and extended coverage insurance, and Lessor does not elect to terminate this lease, Lessor shall proceed to rebuild and repair at his expense. If the building shall (a) be substantially damaged by a casualty not covered by Lessor's insurance or (b) be rendered untenantable in excess of fifty percent of the floor area by casualty covered by Lessor's insurance or (c) suffer damage to the extent that the remaining term of the lease is not sufficient to amortize the cost of the reconstruction, then Lessor may elect to terminate the lease by giving written notice to Lessee within sixty (60) days of the date of such casualty. The premises shall be deemed totally destroyed if the cost of restoration exceeds fifty percent of the fair market value of the improvements thereon prior to such casualty. Lessee shall receive pro rata refund of any sum paid in advance for the period during which the premises are unfit for use. Lessee shall not permit the property to be occupied for any purpose deemed illegal, disreputable, or extra hazardous on account of fire, not permit any actions that will increase the fire insurance rate on the building or the property. If Lessor agrees to such hazardous use, Lessee agrees to pay the increase of insurance premiums caused thereby. Lessee agrees to insure at their expense all improvements they make to the property trade fixtures and personal property owned by Lessee against any loss.

6. ASSIGNMENT: Lessee shall not assign, sublet, mortgage or pledge this lease nor permit the whole or any part of the premises to be occupied by others without written consent of Lessor.

7. LAWS: Lessee agrees to comply with all laws, rules and orders of Federal, State and Municipal governments and all of their departments, and the Board of Fire Underwriters, at Lessee's expense.

8. INDEMNITY: Lessee agrees to keep the property covered with liability insurance, with coverage in the amount of at least 1,000,000/2,000,000, at the cost of the Lessee and to indemnify Lessor and hold him harmless of any loss, expenses or claim arising out of the use of the property by Lessee, his employees, invitees, agents or visitors or any other person whatsoever. Lessee shall name lessor as an additional insured on any such liability policy. Lessor shall not be liable for any injury or loss on or about the Property to Lessee, his agents, invitees, subtenants, or licensees. Lessor shall not be liable to Lessee for injury to person or damage to property caused by defect or failure to electricity or oil leaking or by any portion

of the property becoming out of repair. In any suit or action for damages arising from alleged negligence of Lessee in which Lessor is included as a defendant, Lessee will assume all the burdens, costs and expenses of the defense thereof, including attorney's fees, and the cost of settlement or judgement obtained against Lessor by reason thereof. Upon request, Lessee shall provide Lessor a copy of the certificate of insurance, identifying Lessor as an additional insured.

9. ENTRY: Lessor or his representatives shall have the right to enter the property at reasonable times, upon 24 hours notice, to inspect, make repairs, or alterations, or show the property to prospective purchasers, lessee or lenders. Lessee shall not be entitled to abatement of the rent by reason thereof.

10. SIGNS: Except with the Lessor's prior written permission, Lessee shall not place any signs or objects on the roof or any portion of the exterior of the property; make any changes to or paint the exterior; install any exterior lighting, paintings, signs or displays; place any sign or display on fences, sidewalks, parking lots or driveways of any type that may be viewed from the exterior of the property. All agreed signs must be removed by Lessee at their expense at the termination of this lease. Use of the roof above the property is reserved to Lessor.

11. DEFAULT: The following events shall be deemed to be a default by Lessee: (1) failure to pay any installment of rent, if such failure shall continue for ten days, (2) failure to comply with any provision of this lease, other than the payment of rent, and shall not cure such failure within thirty (30) days after written notice is sent to Lessee, (3) Lessee becomes insolvent; makes a transfer in fraud to creditors; makes an assignment for the benefit of creditors; files a petition under any section of the National Bankruptcy Act; is adjudged bankrupt; has a receiver appointed; deserts or vacates any substantial portion of the property; does or permits any act which creates lien on the property. Upon the occurrence of any of the above, Lessor may, without demand or not, enter and take possession of the property; expel or remove all occupants property found thereon without being liable for damages; may elect to cancel this lease or relet the premises on such terms as Lessor deems advisable and receive the rent thereof; and Lessee agrees to pay on demand any deficiency and cost incurred. Lessor shall have the option to file a Forcible Entry and Detainer action without prior notice, in the proper court, and obtain a writ of possession thereby. Lessor shall be entitled to all expenses, court cost and reasonable attorney's fees for the collection of any sum due under this lease and the enforcement of this agreement. All past due rentals shall bear

interest at five percent (5%). Lessor is specifically given the right to seek injunctive relief against Lessee in the event of default.

12. CONDEMNATION. If during the term of this Lease more than forty percent (40%) of the parking lot and/or building should the taken by eminent domain or condemnation for public or quasi-public use, or by private purchase in lieu thereof this Lease shall terminate upon the election of either party by giving written notice to the other party within sixty (60) days after the taking of possession by the condemning authority. All funds derived from condemnation proceeding shall be paid direct to Lessor, and Lessee hereby assigns its interest in any such award to Lessor; provided, however, Lessor shall have no interest in any award made to Lessee for loss of business, fixtures or moving if such a separate award is made to Lessee.

13. POSSESSION: (A) Unless otherwise noted herein, possession will be given on the beginning date of the lease. If the premises are not ready for occupancy at the date of beginning of this lease, no rental shall be payable until Lessor notifies Lessee the property is ready for occupancy. Lessee waives any claims for damages because of such delay. Rental for any fraction of month at the beginning or end of this lease may be prorated at the option of Lessor.

(B) Lessor specifically reserves the use and occupation of the two (2) bays and office facilities on the South side of the premises. However, because the HVAC system is a closed system, Lessee shall be responsible for the maintenance of climate control in these areas.

14. WAIVER: Acceptance of delinquent rent, or prior waiver of any of Lessor's rights hereunder shall not constitute a waiver of Lessor's rights to prompt payment or damages in event of subsequent or breach of Lessee.

15. TAXES: Lessor is responsible for rendering the paying of real estate taxes on the property. Lessee is responsible for rendering and paying all personal property taxes on their personal property, trade fixtures and inventory placed on property.

16. UTILITIES: Lessee agrees to pay for all utilities used on the property, including electric, gas, water, waste removal, burglar alarms, cleaning services, electric light globes, lawn care, and all other services and supplies required by Lessee. The lawn shall be maintained to the satisfaction of Lessor. As water is unmetered to the building, water and sewage will be calculated at the monthly minimum for a

commercial business. Trash will be charged as required.

17. SERVERABILITY: In the event any part of this lease is declared invalid by court, the remaining portion shall remain in full force and effect.

18. NOTICES: All notices required or permitted herein, must be in writing and may be delivered in person, or by mailing to the address shown herein, or the address of the property for Lessee, by certified mail, return receipt requested. Such notices shall be deemed to be delivered as of the date of posting, weather actually received or not.

This LEASE contains the entire agreement between the parties hereby, and no agreements, inducements or promises, oral or otherwise, not a part of this agreement, shall be binding on the parties hereto.

THE TERMS hereof shall be binding upon the parties hereto, their heirs, successors in interest and legal representatives. THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE.

Executed in multiple this the_____ day of _____, 2015.

Lessor	Lessee
_____	_____
City of Clinton	Sinor Emergency Medical Services, Inc.
Address:	Address:
_____	_____
_____	_____

LEASE

This Lease Agreement is made and entered into this _____ day of _____, 2015, by and between the City of Clinton, (Lessor), and Eastside Academy, Inc. (Lessee), and is as follows:

RECITALS

WHEREAS the Lessor is the owner of the business property described below, and the parties hereto desire to enter into a lease of said premises for the use by Lessee.

WHEREAS Eastside Academy is a non-profit, self-development, community service organization attempting to promote positive community relations in the Clinton area with programs that promote community pride and self-development;

WHEREAS the program of Eastside Academy are primarily serving the economic disadvantaged, especially the youth of Clinton;

WHEREAS there is a desire of Eastside Academy through its educational activities and programs of work and projects that promote and provide educational opportunities, emotional support, mentoring, an opportunity for youth to develop work skills and practices, and a concern for others, and promote a connection to the community in which they live, and, for the City of Clinton;

WHEREAS Eastside Academy is the sole and exclusive tenant at 215 E. Modelle in Clinton, Oklahoma, a City of Clinton owned building located at the northwest comer of Modelle and Glen Smith Rd.

WHEREAS it would be beneficial for both the City and Eastside Academy to enter into an agreement providing for certain monetary support and rewards for the young people in the Eastside Academy by encouraging the youth to develop educational and social skills.

In consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION ONE
Description of Premises

The Lessor will lease and let unto the Lessee the business property located at 215 East Modelle, Clinton, Oklahoma. The Lessee agrees to maintain the property and items of personal property in good repair; and said items shall remain in the leased premises during the terms of this Lease.

SECTION TWO
Term of Lease

The term of this Lease is one (1) year, commencing on July 1, 2015, and terminating on June 30, 2016. The Lessor and Lessee agree that there will be an option to renew the Lease for two additional years following the first year lease. Lessee must exercise this option, in writing, sixty days prior to June 30, 2016.

SECTION THREE
Rental

The Lessee shall pay to the Lessor as rental for said premises the sum of Ten and No/100's Dollars ($10.00), per year and other good and valuable consideration, commencing on July 1, 2015, and terminating on

June 30, 2016.

Eastside Academy agrees to furnish adult supervision for all programs and projects undertaken under this agreement which shall include, but not be limited to, educational, mentoring, tutoring, and emotional support; and activities such as preparing meals and the subsequent clean-up; picking up trash and cleaning the lots adjacent to the facility at 215 E. Modelle, and all other activities previously agreed upon.

Eastside Academy shall obtain a Release of Claims from each participant. Eastside Academy further agrees to maintain a register of participants who have signed a Release of Claims form.

Additionally, Eastside Academy shall provide a work schedule for participants and projects completed, Including accomplishments of the Academy and/or the individuals it serves with the above mentioned register, also to be submitted quarterly. The said report shall be furnished to the office of the City Clerk no later than the 10th day of the calendar quarter.

Eastside Academy shall provide the City with a duly executed Hold Harmless Agreement which protects the City against claims of any and all individuals and/or organizations.

SECTION FOUR
Utilities

The Lessee shall arrange and pay for all utilities furnished to the leased premises for the term of this Lease, including, but not limited to, electricity, water, natural gas, sewer, cable TV, and telephone service, and any deposits relating thereto.

SECTION FIVE
Obligations of the City of Clinton

Lessor shall repair and maintain the structural portion of the Premises, including exterior walls and roof, unless such maintenance or repair is caused in whole or in part by the neglect, fault or omission of Lessee, its agents, employees or invitees, or by unauthorized breaking and entering, in which event Lessee shall pay to Lessor the cost of such maintenance and repair. Lessor shall have no obligation to repair until a reasonable time after the receipt, by Lessor, of written notice of the need for repairs. Unless otherwise specifically provided in the Lease, there shall be no abatement of rent and no liability of Lessor by reason of any injury to or interference with Lessee's operations arising from the making of any repairs, alterations or improvements in or to any portion of the Premises, or parking lot.

During the term of this lease, the City shall provide an annual stipend of $4,000.00 to Eastside Academy which may be used to purchase school supplies and to hire youth and adults to assist in the implementation of activities and programs. Receipts must be provided to the City Clerk with each quarterly report. Said stipend is not guaranteed and is contingent on annual budget approval.

A list of purchases shall be furnished to the City to ensure that at least 85% of the stipend has gone to providing educational activities and programs.

The City will inspect at least quarterly the areas designated in Section I above to ensure compliance with this agreement.

SECTION SIX
Assignment and Sublease

The Lessee shall not have the right to assign this Lease or sublet the premises to another party without the prior written approval of the Lessor.

SECTION SEVEN

Alterations and Improvements

Alterations and improvements will only be made upon mutual consent of the parties hereto following a written request to do so. At the termination of this Lease, Lessee shall have the right to remove any improvements or fixtures which Lessee has installed on the leased premises so long as said removal does not cause structural damage to the leased premises. The Lessee agrees to restore the leased premises to its former condition after removal of said improvements, normal wear and tear excepted.

SECTION EIGHT

Partial Destruction of Premises

In the event the above described premises are totally destroyed or partial destroyed due to fire, tornado, or other Act of God, making said premises unsuitable for the uses for which they were leased, it is agreed that the Lessor shall have the option to either repair said premises or terminate this lease. In the event the Lessor elects to repair said premises, Lessor agrees to repair in a reasonable time with the above described rental to be reduced in proportion to the unused total square footage during the period of repairs. Lessor shall maintain a policy of insurance covering the property only.

SECTION NINE

Indemnification

The Lessee shall indemnify, defend and hold the Lessor harmless against all loses damages and liabilities arising from Lessee's use of the leased premises. The Lessee shall obtain and maintain in force at its expense, public liability insurance on the leased premises in the minimum sum of $500,000.00 per occurrence, and provide proof of same to the Lessor.

SECTION TEN

Smoke-Free Environment

The Lessee agrees to prohibit smoking of any kind in the leased premises by Lessee, its employees or patrons, either during or after hours of operation. The Lessee agrees to post appropriate signage reflecting that smoking is not allowed and further agrees to enforce said No Smoking Provision.

SECTION ELEVEN

Condition of Leased Premises

The Lessee is accepting the premises in its present condition and no warranties of any kind or nature have been made by the Lessor regarding the condition of the leased premises.

SECTION TWELVE

Breach

The appointment of a receiver to take possession of the assets of Lessee, a general assignment for the benefit of the creditors of Lessee, any action taken or allowed to be taken by Lessee under any bankruptcy act, failure of the Lessee to pay any of the rentals as discussed herein or the failure of the Lessee to comply with each and every term and condition of this Lease shall constitute a breach of this Lease. Upon breach, the Lessor shall be entitled to the remedies allowed by law including the right to terminate this Lease and re-enter the leased premises upon occurrence of any of the above described events of default.

SECTION THIRTEEN
Attorney Fee

If either party files an action to enforce any agreement contained in this Lease, or for breach of any covenant or condition, the successful party in said action shall be entitled to a reasonable attorney's fee and court costs incurred.

SECTION FOURTEEN
Liens and Encumbrances

The Lessee agrees that it will not encumber or allow any liens to attach to any property covered by this Lease or this Lease Agreement and the Lessee will indemnify the Lessor against all such liens, encumbrances, suits or other proceedings against said property.

SECTION FIFTEEN
Notices

Any notice required under the terms and conditions of this Lease shall be forwarded to the Lessor at the following address:

Office of the Clinton City Manager
P.O. Box 1177
Clinton, Oklahoma 73601

This Lease Agreement shall be binding on the parties, their successors and assigns, and shall be construed under the laws of the State of Oklahoma.

_____

Seth Adams, Mayor
City of Clinton
Lessor

_____

Eugene Jefferson
President, Eastside Academy, LLC
Lessee

RESOLUTION NO. 855

RESOLUTION ADOPTING FEE FOR PERMIT ALLOWING OPERATION OF LOW SPEEED VEHICLES ON MUNICIPAL STREETS

WHEREAS, the City has enacted Ordinance 962, allowing for the use and regulation of Golf Carts Utility Terrain Vehicles, and other low speed vehicles on City streets;

WHEREAS, Subsection B(6)(b) of Ordinance 962 requires the purchase of a permit in order to operate a vehicle on City Streets.

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

The following shall be established as the fee for permits as described in Ordinance 962:

Description	Fee
Initial Purchase for the Registered Vehicle	$25.00 multiplied by the integer of the number of days remaining in the current calendar year divided by 365.
Subsequent Purchase for the Registered Vehicle	$25.00

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

THE CITY OF CLINTON, OKLAHOMA

By: _____
MAYOR

ATTEST:

_____
CITY CLERK

AGREEMENT FOR ADMINISTRATION OF THE SALES AND USE TAX ORDINANCES OF THE CITY/TOWN AND AN AGREEMENT TO ENGAGE IN COMPLIANCE ACTIVITIES BY THE CITY/TOWN OF

Clinton

THIS AGREEMENT is entered into this 17 day of November 2015 pursuant to the provisions of Sections 2701 et seq. of Title 68 of the Oklahoma Statutes, between the Oklahoma Tax Commission, hereinafter referred to as "Commission," and the City/Town of Clinton, Oklahoma, hereinafter referred to as "Municipality," for the administration of effective sales and use tax ordinances on file with the Commission hereinafter referred to as "Ordinances," levying a municipal sales or use tax of 4.5 percent (4.5 %) upon sales within or outside of the Municipality and to authorize Municipality to engage in compliance activities as hereinafter defined.

1. This Agreement is based upon the Ordinances for the collection of sales and uses taxes by the Municipality, certified copies of which are attached hereto and made a part hereof. The Municipality may, at any time and from time to time, amend or repeal the Ordinances and, to the extent that the Municipality amends or repeals the Ordinances, the Municipality shall promptly provide the Commission with a certified copy of the ordinance effecting such amendment or such repeal.

An increase or a decrease in the municipal sales or use tax rate shall become effective only on the first day of a calendar quarter. Provided, however, the sales and use tax rates levied by the Municipality if the Municipality levies both a sales and use tax, must be identical. The Municipality shall notify the Commission of an increase or a decrease at least seventy-five (75) days prior to the close of the current calendar quarter and shall provide the Commission with a certified copy of the ordinance affecting such increase or such decrease.

2. A. The Commission shall administer and shall enforce the Ordinances and shall collect the municipal sales and use tax, and the interest and penalties with respect thereto as provided in the Ordinances except as provided, in paragraph 16 below. It is recognized and acknowledged that:

(a) the Ordinances levy municipal sales tax upon all sales within the Municipality as authorized by Section 2701 of Title 68 of the Oklahoma Statutes; and

(b) the term "sale" as used in the Ordinances has the same meaning as the term "sale" has in the Oklahoma Sales Tax Code; and

(c) the Ordinances levy municipal use tax upon all transactions within or without the Municipality as authorized by Section 1411 of Title 68 of the Oklahoma Statutes; and

(d) the term "use" as used in the Ordinances have the same

meaning as the term "use" has in the Oklahoma Use Tax Code; and

(e) the permits for sales and use tax issued by the Commission shall be the sales and use tax permits used by the municipality for the enforcement and collection of sales and use taxes within and without the municipality and said permits, as issued by the Commission, shall include the zip code plus the four digit location code commonly called the zip plus 4, when available.

To facilitate such administration, such collection and such enforcement of local taxes, the Commission shall designate a Local Tax Coordinator of the Commission who shall be generally responsible for matters related to the collection of local taxes and, with respect to such matters, shall directly advise the Administrator of the Commission. The duties which may be performed by the Local Tax Coordinator and/or other employees of the Commission under his or her supervision, shall include, without limitation,

B. (a) acting as liaison between the Commission and municipalities with respect to the administration, the collection and the enforcement of local taxes,

(b) addressing concerns of the Commission and/or taxpayers with respect to the administration, the collection and the enforcement of municipal taxes by municipalities,

(c) consulting with municipalities concerns and trends with respect to local taxes,

(d) coordinating collection and enforcement actions by the Commission and municipalities with respect to local taxes,

(e) coordinating the provision by the Commission to municipalities of information and

(f) providing educational and other support to municipalities in their collection and enforcement efforts.

In making decisions with respect to the administration of local taxes, the Commission will consider the view expressed by the Municipality.

The Municipality shall not request that the Local Tax Coordinator perform any duties which are the sole responsibility of the Municipality.

3. The method of computing sales tax to be used by vendors in collecting both state and municipal sales tax is prescribed in Section 1362 of the Oklahoma Sales Tax Code. The method of computing use tax to be used by vendors in collecting both state and municipal use tax is prescribed in Section 1401 of the Oklahoma Use Tax Code.

4. The discount (deduction) allowed to vendors in Section 1367.1 of the Oklahoma Sales Tax Code shall be applicable to both state and local sales tax remittances. Monetary allowances provided for in 68 O.S. § 1354.31 shall also be applicable to both state and local sales tax remittances. The discount (deduction) allowed to vendors in Section 1410.1 of the Oklahoma Use Tax Code shall be applicable to both state and local use tax remittances. Monetary allowances provided for in 68 O.S. § 1354.31 shall also be applicable to both state

and local use tax remittances.

5. The Commission shall retain, as its sole compensation for its services rendered hereunder, an amount not to exceed one-half of one percent (0.5%) of the municipal sales or use taxes collected for services rendered in connection with such collections and the interest and penalties with respect thereto, collected by the Commission hereunder. The applicable percentage is set forth in Exhibit A as incorporated herein.

6. Except as otherwise provided herein, the Commission shall give no preference in applying an amount received for state, municipal and county sales or use taxes owed by a taxpayer to the extent that such amount is less than the aggregate state, municipal and county sales or use tax liability of the taxpayer. Any such amount shall be applied pro rata to the satisfaction of the claims of the Commission, the claims of the Municipality and the claims of other municipalities and counties based on the portions of the aggregate state, municipal and county sales or use tax liability of the taxpayer represented by their respective claims.

7. The municipal sales or use tax received and collected by the Commission pursuant to this Agreement shall be deposited in the State Treasury as required by law. The Commission shall use its best efforts to cause to be paid to the Municipality no later than the tenth day of each calendar month all municipal sales and use tax, and the interest and the penalties with respect thereto, received and collected by the Commission during the immediately preceding calendar month, less any amount withheld by the Commission under Paragraph 5 and less any amounts deducted by the Commission in connection with refunds hereunder.

8. The Commission shall require reports of municipal sales and use tax from vendors, shall maintain records of reports, receipts and collections from vendors. The Commission shall maintain the records in such a manner that the amount due the Municipality each month by a vendor can be determined by the Commission and can be provided to the Municipality. The requirement for the Commission to maintain its records in a verifiable form is intended to require the Commission to maintain its records in a form capable of producing reports that can be electronically downloaded into, at a minimum, an excel spreadsheet or its equivalent; the Commission will use a form which is capable of being understood by a person reviewing such records. The Commission shall make available to the Municipality a monthly statement of the municipal sales and use tax, and interest and penalties with respect thereto, received and collected by the Commission during the immediately preceding calendar month, the amounts, if any, refunded by the Commission to taxpayers during the immediately, preceding calendar month and the amount withheld by the Commission under Paragraph 5. The Commission shall allow an annual review of the Commission's expenditures associated with the collection and enforcement of municipal sales and use taxes.

9. In the event a vendor remits sales or use taxes due but fails to submit city attachments, or submits a report from which the sales or use tax due Municipality cannot be determined, the Commission will allocate to Municipality such sales or use tax received pro rata based on the vendor's percentage allocation for the most recent report filed or, if no report has been filed, according to the best information available to the Commission. Such amount, and any interest and penalty as provided in Section 217 of Title 68 of the Oklahoma Statutes with respect thereto, shall be paid to the Municipality in accordance with Paragraph 7. Interest will begin as of the date the vendor remittance is deposited to the State Treasury.

10. The Municipality acknowledges that the Commission is responsible for making

refunds to taxpayers of municipal sales and use taxes previously collected by the Commission on behalf of the Municipality. The term "refunds" as used herein shall include payments made pursuant to filed claim for refund(s) or amended return(s) approved by the Commission. The Commission's determination of any taxpayer's liability for sales and use taxes shall be binding as between the Municipality and the taxpayer.

Any refund of municipal sales and use tax previously paid by the Commission to the Municipality shall be paid from subsequent collections of the municipal sales and use tax. Such refund shall be deducted from the collections payable by the Commission to the Municipality, in the immediately following calendar month following the notice requirements set out in paragraph eleven (11).

11. The Commission shall provide notice to the Municipality via the OKTap user Account to municipalities so that a municipality may view all the requests for refunds that have been filed, processed and recommended approval. All claims for refund shall be documented as outlined in OAC 710:65-11-1 upon discovery of a remittance error by the vendor. Commission, through the Local Tax Coordinator, will notify Municipality at such time the Commission determines the final amount to be refunded pursuant to a claim or remittance error. The Commission shall make available to a municipality, upon request, copies of the claims processed and recommended for approval in the amount of two thousand dollars ($2000.00) or more and related supporting documents prior to the claim being considered for approval by the Commission. The Commission shall post the requested claim documents on the municipality's OKTap user account to comply with this requirement. Municipality agrees that any amount contained in the notice given pursuant to this section will be considered as advisory only until such time as a final determination has been made by the Commission. Any municipal sales or use tax, and/or any interest and penalties with respect thereto, paid under protest by a taxpayer to the Commission during the immediately preceding calendar month shall be paid by the Commission to the Municipality as part of the payment being made by the Commission to the Municipality. If the protested municipal sales or use tax, interest or penalties are required to be refunded, such amount and any interest required to be paid thereon will be paid out of subsequent collections by the Commission.

The municipality may request by a blanket advisement to the Commission that it be notified of any hearing wherein the Commission hears a claim for refund of a protest of an assessment. If an affected municipality shall have requested such notice in writing, the Commission shall, at the same time the parties are notified of the scheduled hearing, provide written notice of the hearing date and time via electronic mail, e-mail, or mail through the United States Postal Service to the municipality affected.

12. In the event a municipality is notified as required and set out in paragraph 11, above, that it has been paid sales or use tax funds that should have been paid to another municipality, the Tax Commission shall adhere to repayment provisions of the provisions of paragraph 10.

13. The Commission shall provide to the Municipality a full and complete list of the names and the addresses of the persons and the entities which or who report doing business within the boundary of the Municipality during the preceding calendar year via the OKTap user Account. In addition the Commission shall via OKTap provide the following:

A. additions to, and deletions from, the full and complete list of the names and the addresses of persons and entities which or who report doing business during the

preceding calendar year within the boundary of the Municipality;

B. a full and complete list of the persons and the entities specified in paragraph 12(a) which or who are more than sixty (60) days delinquent in filing and/or remitting municipal sales and use taxes pursuant to the Ordinances; and

C. a full and complete, list of all persons and all entities paying municipal sales and use tax under the Ordinances, and/or interest and penalties with respect thereto, and the amount of such remittances.

D. the number of audits completed and assessments determined by the Commission with respect to municipal sales and use taxes, and/or interest and penalties with respect thereto, under the Ordinances during the preceding calendar year; and

Commission also agrees to provide Municipality reports in addition to those outlined above under the following terms:

A. The report is requested in writing or via e-mail, outlining the information required and regularity of the report.

B. The report complies with all terms and statutes outlined within this agreement.

C. The information requested is available to the Commission.

D. Commission will be provided a minimum of thirty (30) days to compile new requests unless otherwise agreed.

E. Commission shall provide the requested report(s) within ninety (90) days unless otherwise agreed.

14. The Commission shall monitor the administration, the collection and the enforcement of municipal sales and use taxes, and/or interest and penalties with respect thereto, under the Ordinances. The Commission shall provide the Municipality such information as may be requested by the Municipality with respect to any protest or any refund of municipal sales or use taxes levied by the Municipality. The Municipality shall also be entitled to consult with the Commission's legal staff about protests and refunds and, to the extent that a protest or a refund involves one or more hearings, the Municipality shall, through legal counsel or other designated staff employed by the Municipality, be entitled to be present and observe such hearing(s); provided, however, the administrative law judge or the Commission may limit the number of counsel or other designated staff, if any, who may be present to the extent necessary to permit the hearing to be conducted in an orderly fashion and without undue trepidation on the part of the taxpayer.

To the extent that such documents and/or such information relates to municipal sales or use taxes, and/or interest and penalties with respect thereto, and is requested, at any time and from time to time by the Municipality, the Commission shall promptly provide to the Municipality (a) copies of applications for sales tax permits, (b) copies of sales or use tax reports, (c) copies of installment or other payment plans, if any, with taxpayers and (d) other documents and other information.

The Commission shall promptly notify the Municipality of any conduct which the Commission believes might be the basis for a criminal prosecution by the Municipality under the Ordinances and shall provide to the Municipality all of the documents and the information in the possession of the Commission with respect thereto, including, without limitation, the names of employees of the Commission who might be witnesses with respect thereto.

The Municipality acknowledges that Section 205 of Title 68 of the Oklahoma Statutes, which makes the records and the files of the Commission confidential (subject to specified exceptions) and which prohibits disclosure of such records and such files (subject to specified exceptions), includes the Commission's records and files with respect to the receipt and the collection of municipal sales and use tax. Nothing contained herein is intended to require the Commission to disclose to the Municipality any information whose disclosure to the Municipality is prohibited by Section 205.

The Commission acknowledges that (a) Section 205(c)(7) of Title 68 of the Oklahoma Statutes permits the Commission to furnish information disclosed by the records and the files of the Commission to an official person or body of this state who is concerned with the administration or the assessment of certain taxes, such as the Municipality, (b) Section 205(c)(22) of Title 68 permits the disclosure to the governing body or municipal attorney, if so designated by the governing body, of information directly involved in the resolution of issues arising out of the enforcement of a municipal sales and use tax ordinance, such as the Ordinances, pursuant to a municipal tax collection agreement, such as this Agreement, and (c) Section 22-107 of Title 11 of the Oklahoma Statutes and Section 205.1 of Title 68 of the Oklahoma Statutes permits the Commission to release specified information to municipalities.

The Municipality acknowledges that Section 205 of Title 68 of the Oklahoma Statutes may prevent the disclosure by the Municipality and persons associated with the Municipality of information which is provided by the Commission to the Municipality and that improper disclosure by the Municipality or any such person of such Information may result in civil and criminal liability. The Municipality shall comply with the restrictions imposed by Section 205.

15. The Commission has the authority to enter into an installment or other payment agreement with any taxpayer, including a taxpayer prosecuted under a municipal sales or use tax ordinance, for state and local taxes owed by the taxpayer. Commission will, through its use of a pay plan in order to keep a delinquent business open, collect the liability as quickly as possible by requiring a significant down payment and completion of the pay plan in as short a period as possible. The Municipality shall be entitled to consult with the Commission's legal staff about an installment or other payment agreement prior to negotiation of such an agreement. The installment or other payment agreement shall be void if the taxpayer becomes delinquent in future tax liability or payment under the agreement becomes delinquent. The Commission shall furnish a list of all sales and use taxpayers which have entered into agreements with the Commission on a monthly basis along with the terms, conditions and status of each such installment or payment agreement.

16. In the event of termination of this Agreement, the Commission will cause to be paid over to the Municipality, all municipal sales and use tax funds in its possession then due and payable under this Agreement. The Municipality shall thereafter be liable for and shall pay any refunds of municipal sales or use tax required by law to be made, including refunds of municipal sales or use tax, penalty and interest paid under protest that must be refunded and any interest required thereon. After such termination, the Commission's liability shall extend only to the amount of such funds being held by it. The Municipality agrees to pay any interest

required by law to be paid on such refunds.

17. The Commission shall have the authority to assess and to collect, on behalf of the Municipality, the municipal sales and use taxes levied by the Ordinances, and the interest and the penalties with respect thereto, including, without limitation, any municipal sales or use tax, interest and/or penalty existing on the date hereof except as provide in paragraph 18 below.

The Municipality agrees to refrain from contacting directly persons or entities doing business within the boundary of the Municipality subject to the requirements of paragraph 19. Municipality does have the inherent authority to contact vendors within and without the municipality concerning the vendor's alleged violation of municipal ordinances prior to the initiation of criminal prosecution.

The Municipality may inquire of the Commission into the compliance of persons and entities with the Ordinances and, to the extent that the Municipality determines that any person or any entity has not complied with the Ordinances, the Municipality may request the Commission to issue a proposed assessment against such person or such entity. To the extent that the Commission receives any such request, the Commission shall review such request within 45 days. If, after said review, Commission believes that such request presents a basis for a proposed assessment, Commission shall issue a proposed assessment. Any such proposed assessment shall be resolved as provided in Sections 201 et seq. of Title 68 and the procedural rules promulgated by the Commission.

The Municipality may, at the option of the Municipality, request the Commission to initiate a show cause proceeding against a person or an entity which the Municipality believes, in good faith, not to be in compliance with the Ordinances or any provision thereof. To the extent that the Commission receives any such request, the Commission shall review such request within 45 days. If after said review, Commission believes that such request presents a basis for a show cause proceeding, Commission shall initiate a show cause proceeding. Such show cause proceeding shall be conducted as provided in the procedural rules promulgated by the Commission.

The Commission and the Municipality acknowledge the mutual interest of the Commission and the Municipality in maximizing compliance with the Ordinances and the collection of local taxes thereunder. The Municipality may, at any time and from time to time, either alone or in conjunction with other municipalities, submit a written proposal for collection and enforcement activities for consideration by the Commission; provided, however, it is expressly understood that any such written proposal must provide for coordination with the collection and enforcement activities of the Commission, provide for the use of the then applicable audit standards of the Commission and otherwise be in form and in substance to the Commission. In the event that Municipality's proposal is accepted by Commission, Municipality will be authorized to conduct the activities included in such proposal on behalf of Commission and no other action will be authorized by the Commission by a municipality or municipalities not included in the accepted proposal.

Provided further that upon the request of the municipality, either alone or in conjunction with other municipalities, the Commission shall enter into contractual agreements with the municipality or group of municipalities whereby the municipality or group of municipalities are authorized to implement or augment the Commission's enforcement through a contract with a private auditor(s) or audit firm(s) of the municipal tax. The auditor(s) or audit firm(s) shall first be approved by the Commission and once approved shall be appointed as an agent of the

Oklahoma Tax Commission for purposes of the audit. Contracts with a private auditor or audit firm are not subject to the limitations of Section 262 of title 68 of the Oklahoma Statutes, and the parties, the municipality, private auditor or audit firm and the Commission, are authorized to exchange necessary information to effectively perform the contracted audit. The municipality, its officers and employees and the private auditors or audit firms may receive all information necessary to perform the audit and shall preserve the confidentiality of such information as required by Section 205, title 68, of the Oklahoma Statutes, including the penalties set out therein. The Commission shall be furnished the audit results and all relevant supporting documentation. The municipalities shall pay for the private auditor(s) or audit firm(s) by deduction from the tax assessment resulting from said audit unless another method of payment is set out in the contract with the private auditor or audit firm. Any municipal sales and use tax funds recovered as a result of the use by the municipality of a private auditor or audit firm shall not be subject to the retention calculated by the Commission as provided in Paragraph 5 of this agreement, in addition the Commission shall pay to the municipality any retainage that the Commission shall be entitled to for collection of county sales and use tax and shall pay to the municipality the state's pro rata share of the expenses of the auditor. Provided further, the Commission shall have no obligation to any municipality that does not participate in an audit conducted under subsection D of Section 2702 of Title 68 of the Oklahoma Statutes or an audit conducted pursuant to this section.

Notice of a proposed independent audit shall be provided to the municipality and the municipality shall within 30 days provide acceptance or rejection of participation in the audit. Failure to act within the 30 day time period shall mean that the municipality shall not be included in the audit. Failure to act with respect to a particular independent audit within the 30 day time period shall relieve the Commission of its obligation to audit on behalf of the municipality with respect to that particular audit.

18. The Commission acknowledges the need for municipalities to have input into rulings made by the Commission regarding requests for waivers of penalties and interest assessed on municipal sales and use taxes. Therefore, the Commission agrees to provide municipalities with the opportunity to make recommendations regarding such waiver requests. Such notification shall not include waiver requests received by the Commission through its Voluntary Disclosure Agreement Program.

The Account Maintenance Division or the General Counsel's Office of the Commission will notify municipalities at least two weeks prior to submission of a waiver request to the Commission. The notification will apply to all waiver requests for penalties and interest that was assessed on state and local sales and use taxes in excess of Two Thousand Dollars ($2,000.00). Any recommendation made by the municipality will be presented to the Commission at the time of consideration of the request. If the municipality fails to make a recommendation in the time allotted, the Division will present the request to the Commission without a municipal recommendation. The Division will notify the municipality of the Commission decision.

19. A City/town may commence compliance activities under the following conditions:

A. The following words and terms, when used in this Agreement, shall have the following meaning, unless the context clearly indicates otherwise:

1. "Agent" means an employee of the Municipality or person or entity acting under contract with the Municipality and certified by the Commission as an agent

for the purpose of compliance activities as set out in this agreement except for municipal criminal prosecution.

2. "Compliance activities" means all actions to assist or induce a delinquent seller to comply with applicable laws, rules and regulations, to accurately and timely collect, source, report and remit sales and use taxes within the municipality's jurisdiction and shall include:

a. The identification of and reporting to the Tax Commission any unregistered sellers making sales sourced to the municipality under the laws of this state. "Unregistered seller" shall mean any delinquent seller which has failed to apply for a sales or use tax permit with the Tax Commission. Provided, the term shall not include any out-of-state seller that does not have a legal requirement to register with the state;

b. The prosecution of any criminal violations of a municipal ordinance related to the payment of sales or use taxes. "Prosecution" shall mean the initiation of legal proceedings by the filing of a complaint in a municipal criminal court of record pursuant to Section 28-113 of Title 11 or by the filing of a complaint in a municipal court not of record pursuant to the provisions of Section 27-115 of Title 11; and

c. Any additional compliance activities that may be performed by the agent of the municipality on accounts of delinquent sellers that were assigned to the agent at the request of the municipality that do not result in a duplication of compliance activities.

Compliance activities **shall not include** the following activities, over which the Tax Commission shall have sole authority:

a. Registering new taxpayer accounts,
b. Issuing and administering taxpayer permits,
c. Receiving returns,
d. Receiving remittances of sales and use taxes,
e. Issuing assessments,
f. Conducting hearings under Section 212 of Title 68,
g. Developing pay plans in consultation with the municipality as provided in the Agreement for Administration of the Sales and Use Tax Ordinances,
h. Revoking permits,
i. Taking legal action to close a business,
j. Issuing refunds and credits,
k. Managing audits, and
l. Determination of taxability of sales transactions.

3. "Delinquent seller" means any person making sales of tangible personal property or services in this state, the gross receipts or gross proceeds from which are taxed by law and fails to obtain a permit, file a sales tax return as required by law, or is delinquent in whole or in part in the collection and remittance of sales or use taxes.

4. "Enhanced collections" means any remittance of past due or unpaid state sales or use taxes, including penalty and interest, obtained from a delinquent seller that was not registered, underreported, failed to report or remit, failed to comply with a payment plan, or arising from liens filed by the Tax Commission following documented compliance activity of a municipality or person or entity acting under contract with such municipality.

B. Municipality elects to engage in the compliance activities designated by notice to the Commission; provided that Municipality may change its designation upon timely notice.

C. This Agreement shall include appointment of persons or entities approved by the Commission conducting compliance activities on behalf of Municipality as agents of the Commission. No appointment shall be necessary or required for Municipality to engage in prosecution of any criminal violations of its ordinance related to the payment of sales or use taxes.

All persons, including municipal employees and employees of entities acting under contract with a municipality, that will be performing compliance activities for Municipality must meet minimum qualifications provided herein and undergo training provided by the Tax Commission. The minimum qualifications shall consist of a bachelor's degree; or an equivalent combination of education and experience, substituting one year of experience in business management, tax revenue, credit collections, or investigative work for each year of the required degree. Provided, the minimum qualifications provided herein shall not apply to employees of municipalities seeking appointment as an agent if the municipality has a population less than 25,000.

Contracts with a private auditor or audit firm are not subject to the limitations of Section 262 of title 68 of the Oklahoma Statutes, and the parties, the municipality, private auditor or audit firm and the Commission, are authorized to exchange necessary information to effectively perform the contracted audit. The municipality, its officers and employees and the private auditors or audit firms may receive all information necessary to perform the audit and shall preserve the confidentiality of such information as required by Section 205, title 68, of the Oklahoma Statutes, including the penalties set out therein.

With the execution of this Agreement, Municipality shall provide the names of all persons, including employees of Municipality, who will be performing compliance activities on behalf of Municipality. The Commission shall issue letters of appointment for all persons who meet or are exempt from the minimum requirements.

Municipality agrees to notify the Commission when additional persons are added by Municipality to conduct compliance activities on behalf of Municipality. Municipality further agrees to immediately notify the Commission of the termination of employment or cancellation of contract of any person appointed as an agent for the purposes of conducting compliance activities.

D. The Commission shall provide to Municipality and agents appointed by the Commission to perform compliance activities all information necessary to perform compliance activities. Municipality and agent shall preserve the confidentiality of the information as required by Section 205 of Title 68 of the Oklahoma Statutes. Failure to comply with the statutory confidentiality requirements shall result in immediate

withdrawal of appointment of any person to perform compliance activities and may result in civil and criminal liability.

Nothing herein shall limit Municipality's use of information provided by the Commission in prosecution of violations of Municipality's tax ordinances.

E. As provided in Section 2702(E)(3) of Title 68, the Tax Commission shall reimburse a municipality performing any of the compliance activities defined above as follows:

1. The Tax Commission shall pay to the municipality an amount equal to three-fourths of one percent (¾ of 1%) of enhanced collections from any unregistered seller identified and reported to the Commission by a municipality for any sales made during the period the seller was unregistered with the Tax Commission;

2. The Tax Commission shall not retain any fee and refund any fee retained from the collection of city sales and use taxes remitted as a result of the prosecution of any criminal violations of a municipal ordinance; and

3. The Tax Commission shall pay to the municipality an amount equal to three-fourths of one percent (¾ of 1%) of enhanced collections from any delinquent seller as a result of other compliance activities documented by the municipality or person acting under contract with such municipality.

To receive compensation, Municipality shall provide documentation of compliance activities which generated the enhanced collections. Documentation shall consist of reports, on forms prescribed by the Commission, listing the name of the delinquent seller, date of compliance activity, type of activity, and such other information as may be necessary to identify the delinquent seller, compliance activity, or enhanced collections.

The Commission shall provide reimbursements on a monthly basis and provide a monthly report to Municipality indicating, at a minimum, the name of the delinquent seller, amount of enhanced collections, and date of remittance by the delinquent seller in the previous month.

The Commission shall use its best efforts to cause reimbursements as a separate distribution to be paid to Municipality no later than the tenth day of each calendar month following the month of receipt of the report of enhanced collections filed with the Commission.

20. It is recognized and acknowledged that the Municipal Ordinances include criminal sanctions for violation of the Ordinances. Notwithstanding anything else contained herein, the Municipality shall have the exclusive authority to prosecute any criminal violations of the Ordinances and the Commission shall refrain from taking any such action. Nothing contained herein shall prevent the State of Oklahoma from prosecuting persons for crimes under state law, including, without limitation, embezzlement by a vendor of a municipal sales tax.

21. To the extent that the Municipality decides to prosecute criminally any action under this Agreement, the Commission and the Municipality shall cooperate, in good faith, to

maximize collections under the Ordinances and to minimize duplicative effort by the Commission and the Municipality.

22. Where the municipality takes the action recognized by paragraph 20 of this Agreement for prosecution to enforce its sales or use tax ordinance, all taxes shall be paid by the taxpayer directly to the Commission. Any resulting payment of municipal tax shall not be subject to the retention calculated by the Commission for the collection of city sales and use taxes as provided in Paragraph 5 of this agreement, subject to the implementation plan established in paragraph 2B of this agreement.

23. The Municipality agrees that, if there is a challenge to the constitutionality or the legality of the Ordinances or any provision thereof (other than a challenge based on the application by the Commission of the Ordinances or any provision thereof), the Municipality shall be responsible for the resolution of such challenge. If such a challenge is based on the application by the Commission of the Ordinances or any provision thereof, the Commission shall be responsible for the resolution of such challenge. The party responsible for the resolution of any challenge shall make all decisions with respect to the prosecution and the settlement of any litigation with respect to such challenge and the other party shall cooperate with the responsible party with respect to the resolution of such challenge. The Commission shall provide notice to the Municipality of any challenge. Notice will be provided within seven (7) business of the receipt of the challenge and the municipality shall be allowed to participate in any decision.

24. The change in the boundary of Municipality shall be effective for sales tax purposes only, on the first day of a calendar quarter following the enlargement of the municipal city limits. If a municipality should de-annex a territory the sales tax from business or firms located in the de-annexed area shall cease on the effective date of the de-annexation ordinance. Municipality shall give the Commission notice in writing of any annexation or de-annexation of territory to the municipality at least as required by Title 68 Oklahoma Statutes Section 2701. The notice shall include a verified copy of the boundaries of the newly annexed or de-annexed territory. In addition all Municipality limit lines shall be shown in map form, and certified to the Commission by the municipal clerk.

25. Neither Municipality nor Commission has entered into this Agreement with the intention of violating state law or the provisions of the Streamlined Sales Tax Agreement. If it is determined by either party that any provision violates either state law or the Streamlined Sales Tax Agreement, such provision of the Agreement shall be null and void. The remaining provision of the Agreement shall be in effect until the expiration or termination of the Agreement.

26. If a dispute arises from the application of paragraph nineteen (19) of this Agreement, and if the dispute cannot be settled through negotiation, the Commission and Municipality agree first to try in good faith to settle the dispute by mediation. Either party may request mediation before the Director of the Office of Management and Enterprise Services in the manner the Director deems appropriate.

27. This Agreement shall be in effect from _____, ____ until _____, _____, and shall renew without action of the parties for additional terms of one (1) year provided that the current rate has not been changed and neither party has given written notice to the other party of its intent to terminate this Agreement prior to the expiration of the then current term. Either party may terminate this contract for any reason upon thirty (30) days written notice of its intent to terminate to the other party.

IN WITNESS WHEREOF, the parties have set their hands and affixed their official seals the day and year first above written.

THE MUNICIPALITY OF

_____
A Municipal Corporation

_____
Mayor

OKLAHOMA TAX COMMISSION

_____,
Steve Burrage, Chairman

_____,
Dawn Cash, Vice-Chairman

ATTEST: (CITY SEAL)

_____
Municipal Clerk

_____,
Thomas E. Kemp Jr., Secretary-Member

ATTEST: (STATE SEAL)

_____
Assistant Secretary – OTC

APPROVED BY THE CITY OF _____ LEGAL DEPARTMENT

BY _____ DATE _____

_____
City Attorney

EXHIBIT A

Retention Fee = 0.5%