PUBLIC NOTICE OF A REGULAR MEETING
OF THE CITY COUNCIL
TUESDAY, SEPTEMBER 20, 2011 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Meeting status: Completed

1. Call to Order

2. Opening Prayer Jim Westmoreland, First Baptist Church

3. Consent Agenda

    A. Consider Approval of Minutes on September 6, 2011

4. Action Items:

    A. Consider Approval of Workers Compensation Refund from Oklahoma Municipal Assurance Group

    B. Consider Agreement with Oklahoma Tax Commission regarding collection of Sales and Use Tax

    C. Consider Letter of Understanding with Westhaven Housing Addition

    D. Request Authorization to go to bid for Street Overlay and Seal Project

    E. Request Authorization to purchase Capital Equipment at South Western Oklahoma Development Authority Auction

5. City Manager's Report

    A. Update of Condemnation – 527 South 13th

6. Audience Participation

7. Adjournment

Filed this th Day of , 2011. Posted on the bulletin board in the lobby of the Clinton City Hall on , 2011 at 1:30 p.m.

_____

Not recorded

RM90611

MINUTES OF THE CLINTON CITY COUNCIL
SEPTEMBER 6, 2011

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, September 6, 2011 at 5:30 p.m. A notice of this meeting with agenda was posted on the bulletin board in the lobby of Clinton City Hall on September 1, 2011.

Mayor Allen Bryson called the meeting to order with the following present;

MAYOR: Allen Bryson
COUNCIL: Don Rodolph, Bob Marcy, Phyllis Smith, Steve Jones
CITY MANAGER: Steve Hewitt
CITY CLERK: Lisa Anders
CITY TREASURER: Debra Blanchard
DEPUTY CITY CLERK: Rhonda Williams
CITY ATTORNEY: Ryan Meacham
NEWS MEDIA: Gerald Green and Jarod Atha
OTHERS: David Crabtree, Rusty Whisenhunt, Gene McCullough, Irving Schmidt, Gerrie Cordes, Bill Waldrop, Arnold Adams, Toby Anders, Patsy Rhodes, Mary Helen Jones, Robert Keil, Bruce Metheny, Curtis Maloy, Yanet Rodriguez and others.

Jarod Atha opened the meeting with prayer and Councilman Bob Marcy led the Pledge of Allegiance.

AGENDA ITEM NO, 4: CONSENT AGENDA:

A. Minutes of Regular Meeting of August 16, 2011
B. Consider Claims

Moved by Councilwoman Smith and seconded by Councilman Marcy, that Consent Agenda Item No. 3 (a-b) be approved.

Mayor put the motion to a roll call vote:

Aye: Smith, Marcy, Jones, Rodolph, Bryson
Nay: None

Mayor declared the motion carried.

AGENDA ITEM NO. 4 ACTION ITEMS

4A. CONSIDER AGREEMENT WITH AARP

City Manager Steve Hewitt explained that the agreement with AARP is for $3,500.00 for fuel for the transportation services provided by AARP.

Motion was made by Councilman Rodolph and seconded by Councilman Jones to approve the agreement with AARP.

Mayor put the motion to a roll call vote:

Aye: Rodolph, Jones, Smith, Marcy, Bryson
Nay: None

Mayor declared the motion carried.

4B. CONSIDER CONDEMNATION OF PROPERTY AT:

A) 527 South 13th- Owner: Bruce Metheny

Code Enforcement Officer Toby Anders provided information and pictures regarding property at 527 South 13th. He said that following meetings with Mr. Metheny, he had not complied with the agreements. He said due to safety hazards and the storage of combustible materials, he recommended condemnation of the property and the allowance of 30 days for the property owner to remedy the situation.

Bruce Metheny said he did not meet the time limits as had been agreed.

Anders said the wall of the structure needs to be in place, the fence taken down and siding put back up. He said the Mr. Metheny could continue remodeling on the inside but he felt after ten years, it is time to fix the structure or remove it.

Mr. Metheny asked for 30 days and he said he would get the work done.

Councilman Rodolph suggested tabling the issue for 30 days and have a report on the progress in two weeks.

B) 711 Opal- Owner: Patsy Jean Rhodes

Code Enforcement Officer Toby Anders provided information and pictures regarding property at 711 Opal. He said notification was sent to Ms. Rhodes and her husband had signed for the letter but apparently had not informed her of the situation. He stated that the property is a safety hazard as well as a fire hazard. He recommended condemnation of the property and the allowance of 30 days for the property owner to remedy the situation.

Ms. Patsy Rhodes said she had been out of state when she because aware of the situation and she asked for more than 30 days to comply.

Code Enforcement Officer Toby Anders suggested tabling the item for sixty days to allow Ms. Rhodes time to work on the structure.

Motion was made by Councilman Rodolph and seconded by Councilman Marcy to allow 30 days extension for the property at 527 South 13th and allow 60 days extension for the property at 711 Opal.

Mayor put the motion to a roll call vote:

Aye: Rodolph, Marcy, Smith, Jones, Bryson
Nay: None

Mayor declared the motion carried.

C) 1420 Dunn- Owner: Frank Sambrano & Yanet Rodriquez

Code Enforcement Officer Toby Anders provided information and pictures regarding the property at 1420 Dunn. He said there is raw sewage in the basement. He said there are unsanitary life safety issues.

City Manager Steve Hewitt said this is an emergency situation since it is affecting the neighborhood.

Anders said the problems with the sewage and infestation of bugs needs to be addressed.

Mayor Bryson said we cannot allow the problem to affect the neighborhood.

Councilwoman Smith asked Ms. Rodriguez is she understood what is being discussed.

Ms. Rodriguez explained her family and financial situation and said that she would try to take care of it. She said she has no utilities and four small children.

Councilman Smith said this is to the point that professionals will need to address these problems. She said the basement would have to be cleaned out and the structure would need to be sprayed for bugs.

Ms. Rodriguez asked if she would owe the City money after this work is done.

Assistant City Attorney Ryan Meacham said a lien would be placed on the property for the amount of funds spent by the City.

Motion was made by Councilman Rodolph and seconded by Councilman Jones to condemn the property to allow for emergency services at 1420 Dunn.

Mayor put the motion to a roll call vote:

Aye: Rodolph, Jones, Smith, Marcy, Bryson
Nay: None

Mayor declared the motion carried.

4C. CONSIDER ARCHITECT CONTRACT WITH GLMV REGARDING POLICE FACILITY

City Manager Steve Hewitt presented the contract with GLMV for architect services for the Police Department. He reviewed a breakdown of estimated cost. He said the City Attorney Randy Meacham had reviewed the documents and the City would own the plans that would be prepared.

Motion was made by Councilman Rodolph and seconded by Councilman Smith to approve the architect contract with GLMV regarding the Police Facility.

Mayor put the motion to a roll call vote:

Aye: Rodolph, Smith, Marcy, Jones, Bryson
Nay: None

Mayor declared the motion carried.

Curtis Maloy asked if the documents have all been reviewed.

City Manager Steve Hewitt said this document allows that process to begin with a meeting on September 23rd.

Maloy said he was concerned about a firm from out of state doing the work.

Councilman Rodolph said they also have an office in Tulsa, Oklahoma.

4D. CONSIDER ARCHITECT CONTRACT WITH GLMV REGARDING FIRE STATION

City Manager Steve Hewitt presented the contact with GLMV regarding the Fire Station.

Motion was made by Councilman Rodolph and seconded by Councilman Jones to approve the architect contract with GLMV regarding the Fire Station.

Mayor put the motion to a roll call vote:

Aye: Rodolph, Jones, Smith, Marcy, Bryson
Nay: None

Mayor declared the motion carried.

4E. CONSIDER AND DISCUSS THE PURCHASE OR APPRAISAL OF REAL PROPERTY INCLUDING AN EXECUTIVE SESSION AS AUTHORIZED BY 25 O.S. ss 307B(3)

Motion was made by Councilman Rodolph and seconded by Councilman Smith to go into executive session.

Mayor put the motion to a roll call vote:

Aye: Rodolph, Smith, Jones, Marcy, Bryson
Nay: None

Mayor declared the meeting in executive session at 6:20 P.M.

RECONVENE TO REGULAR SESSION

Motion was made by Councilman Jones and seconded by Councilwoman Smith to return to regular session.

Mayor put the motion to a roll call vote:

Aye: Jones, Smith, Marcy, Rodolph, Bryson
Nay: None

Mayor declared the meeting in regular session at 6:40 P.M.

The motion was made by Councilman Rodolph and seconded by Councilman Marcy to approve the Contract for Sale of Real Property with Boyce and Gail Ashcraft for the west 95' of Lots 1-12 of Block 61, Original Townsite of Clinton for $40,000.00.

Mayor put the motion to a roll call vote:

Aye: Rodolph, Marcy, Smith, Jones, Bryson
Nay: None

Mayor declared the motion carried.

Motion was made by Councilman Rodolph and seconded by Councilman Jones to approve the Contract for Sale of Real Property from Vernon Flaming for the property in Lots 21-23, Block 61, Original Townsite of Clinton for $35,000.00.

Mayor put the motion to a roll call vote:

Aye: Rodolph, Jones, Smith, Marcy, Bryson
Nay: None

Mayor declared the motion carried.

Motion was made by Councilman Rodolph and seconded by Councilwoman Smith to approve the Contract for Sale of Real Property from Jerry and Debra Keil for the property in Lots 24-26, Block 61, Original Townsite of Clinton for $75,000.00.

Mayor put the motion to a roll call vote:

Aye: Rodolph, Smith, Jones, Marcy, Bryson
Nay: None

Mayor declared the motion carried.

5. CITY MANAGER'S REPORT

City Manager Steve Hewitt said surveys would be given to Fire and Police personnel and working with the Chief, the architects would get ideas on design. He said he was working with local banks on financing the projects. He estimated the Police Department would be a twelve month project and the Fire Station would be an eighteen month project.

City Treasurer Debra Blanchard gave a report on sales tax collections. She said the sales tax rate had reduced on April 1, 2011 to 3.05% and return to 4.00% effective October 1, 2011. She said the Use Tax is the same rate but it is very hard to estimate since it is more sporadic.

6. AUDIENCE PARTICIPATION

None

AGENDA ITEM NO. 7: ADJOURNMENT

Moved by Councilwoman Smith and seconded by Councilman Marcy to adjourn the meeting.

Mayor put the motion to a roll call vote:

Aye: Smith, Jones, Marcy, Rodolph, Bryson
Nay: None

Mayor declared the meeting adjourned at 7:00 P.M.

Clinton
Hub City of Western Oklahoma

Agenda Commentary

Item Title/ Subject: Workers' Compensation Refund

Staff Source: City Clerk Lisa Anders

History/Background Information: Oklahoma Municipal Assurance is the insurance company for the City's workers' compensation insurance. OMAG is making refunds of unused loss funds.

Item/Subject Summary: There are three different options of receiving the refund. OMAG will place the refund in escrow for future use, apply the full amount as a credit toward current premiums or issue a refund check. The refunded amount is $542.46

Price/Cost: 0

Recommendation: Staff recommends applying the full amount of $542.46 as a credit toward the current premiums.

Oklahoma Municipal Assurance Group

An Interlocal Cooperation Act Agency of Cities and Towns Providing:
Municipal Liability Protection Plan * Workers' Compensation Plan * Municipal Property Protection Plan

SUPPLEMENTAL WORKERS' COMPENSATION REFUND VOUCHER AGREEMENT

This Agreement made and entered into this ____ day of _____, 2011, shall remain in full force and effect between the City of Clinton, hereinafter referred to as the "Member," and the Oklahoma Municipal Assurance Group, hereinafter referred to as the "Group," witnesseth:

WHEREAS, as a result of favorable resolution of claims incurred on behalf of the Member resulting in reserved annual fees becoming unencumbered and/or closed claims being ordered reopened by the Workers' Compensation Court and additional claims payments being incurred on behalf of the Member by the Group, a refund of unused funds as described below is hereby authorized in the amount of **$542.46**.

2007 $542.46

WHEREAS, the Group's Workers' Compensation Plan was created pursuant to 74 O.S. $ 1001 et seq., thereby enabling cities and towns to cooperate with others on the basis of mutual advantage and to exercise and enjoy all of their powers, privileges and authority to the extent that laws of the state permit such joint exercise or enjoyment; and

WHEREAS, the Member by adopting and subscribing to the said Workers' Compensation Plan for the above-mentioned Plan Years and made payments of annual fees for statutory benefits under 85 O.S. $ 1 et seq., the Workers' Compensation Act of the State of Oklahoma, including the execution of the Plan Refund Voucher Agreements; and

WHEREAS, the execution of this Supplemental Workers' Compensation Refund Voucher Agreement authorizes the Member to make application for the distributions of said funds.

This refund can be processed in one of three ways. You may select one of the following options:

****NOTE: If we do not receive notification of your selection prior to November 30, 2011, your refund will be automatically transferred to your Escrow Account.** **

PLEASE INITIAL YOUR SELECTION:

_____ a. We wish to place the full amount in Escrow with the Group to be used at any time at any time at our request. We understand that we will receive interest earnings on any amounts so held.

_____ b. We wish to apply the full amount as credit toward the current quarterly payments for the 2011-2012 Workers' Compensation Premium. *(Only choose this option if your city or town's annual premium is greater than $5,000 or you are currently making quarterly payments for the 2011-2012 Plan Year.)*

_____ c. Please issue a refund check for the entire amount.

This Agreement shall be construed and enforced according the laws of the State of Oklahoma.

In witness whereof, signed as designated below.

_____	_____
Mayor	Oklahoma Municipal Assurance Group
_____	_____
Attested: City/Town Clerk	Date

_____

Date

(Select and initial your refund option above. **Return with original signatures of Mayor and Clerk to the Oklahoma Municipal Assurance Group, 4130 N. Lincoln Blvd., Oklahoma City, OK 73105).**

Clinton
Hub City of Western Oklahoma

Agenda Commentary

Item Title/ Subject: Agreement for Administration of Sales and Use Tax Ordinances with the Oklahoma Tax Commission

Staff Source: Debra Blanchard, City Treasurer

History/Background Information: The City always has an executed agreement with the Oklahoma Tax Commission to administer the collection of City Sales Tax and Use Tax and remit to the City on a monthly basis.

Item/Subject Summary: The OTC has been working with the OML Municipal Liason Board on revisions to the OTC Sales and Use Tax collection procedures and policy. This agreement is a result of those negotiations for clarity, reporting, and enforcement procedures now included. I have attached an overview sheet OML had on their website for changes that have been addressed in the new agreement.

The need for new agreement execution just happened to coincide with the new Sales Tax effective date of October 1.

Price/Cost: -0-

Recommendation: Approval and Execution of the Agreement for Administration of the Sales and Use Tax Ordinances of the City of Clinton with the Oklahoma Tax Commission.

MUNICIPAL LIAISON BOARD
CONTRACT REVISION: OVERVIEW
August 2011

1. Combine sales and use tax agreements into one document.

2. Change language to emphasize municipal taxing authority and OTC's role as the agent under the contract

3. Reporting:
    a. require 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

    b. specific reports to be provided:
        - substantial refund requests
        - notice of refund hearing
        - requested reports if they can reasonably be provided

4. Enforcement of pay plans for delinquent taxpayers:
    a. require a significant down payment and

    b. completion of the pay plan in as short a period as possible.

    c. consultation with the municipality about an installment or other payment agreement prior to negotiation of such an agreement.

    d. 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.

    e. monthly list of delinquent taxpayers entering into payment agreements along with the terms, conditions and status of each such installment or payment agreement

5. Local enforcement:
    a. more autonomy for municipalities to contact delinquent vendors

    b. no retainage for OTC if municipal court enforcement results in collection

    c. independent auditor language from HB2359

    d. independent collection contracts provided by SB 750, incorporating the implementation plan provided therein

AGREEMENT FOR ADMINISTRATION OF THE SALES AND USE TAX ORDINANCES OF THE CITY/TOWN OF

Clinton

THIS AGREEMENT is entered into this 20 day of September 20 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 four percent (4 %) upon sales within or outside of the Municipality.

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 and as herein provided. 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 Sections 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.

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,

(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.

B. The implementation plan adopted pursuant to subsection 4 of subsection E of Section 2702 of Title 68 of the Oklahoma Statutes shall be incorporated into the collection agreement entered into by Municipality and Commission pursuant to subsection E of section 2702 of Title 68 of the Oklahoma Statues, as if fully set forth therein.

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 equal to the applicable percentage of the amount of the municipal sales or use taxes, 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 by, and receipts and collections from vendors, and shall maintain the records in such a manner that the total amount due the Municipality each month can be determined by the Commission and can be verified by 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 transmit 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.

9. In the event a vendor remits sales or use tax 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 (unless the taxpayer entitled to such refund otherwise agrees).

11. The Commission shall provide notice to the Municipality of any aggregate request for refund or any remittance error of combined state, county and city sales and use tax in the amounts of $10,000 or more. On or before July 31, 2012, the Commission will review the software capability of providing notice for any aggregate request for refund or remittance error of combined state, county and city sales and use tax in amounts less than $10,000 and, if the capability is available, will implement it. Notice will be provided within seven (7) business days of the Commission's initial review of a claim for refund, documented as outlined in OAC 710:65-11-1 or upon discovery of a remittance error. 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. 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. 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. Such refund shall be deducted from the collections payable by the Commission to the Municipality in the immediately following calendar month (unless the taxpayer entitled to such refund otherwise agrees) subject to the provisions of paragraph 10.

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 notice to the municipality affected.

12. Simultaneously with the execution and the delivery of this Agreement, the Commission shall, upon written request of the Municipality, 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 in a format as set out in Paragraph 8 of this agreement.

The Commission shall, upon written request of the Municipality, report to the Municipality on a monthly basis all of the following Information:

(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.

The Commission shall, upon written request of the Municipality, report to the Municipality on a quarterly basis all of the following information

(a) 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

(b) the amount of additional municipal sales and use taxes, and/or interest and penalties with respect thereto, under the Ordinances collected by the Commission during the preceding calendar year.

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 sixty (60) days to compile new requests unless otherwise agreed.

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.

13. 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.

14. 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.

The Municipality agrees to refrain from contacting directly persons or entities doing business within the boundary of the Municipality unless and until such contact is agreed to by Commission and Municipality in a rider to this Agreement for the purpose of the actual collection of sales and use taxes. 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.

15. It is recognized and acknowledged that the 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.

16. 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.

17. Where the municipality takes the action recognized by paragraph 15 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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

ATTEST: (CITY SEAL)

_____
Municipal Clerk

OKLAHOMA TAX COMMISSION

_____
Thomas E. Kemp, Jr., Chairman

_____
Jerry Johnson, Vice-Chairman

_____
Dawn Cash, Secretary-Member

ATTEST: (STATE SEAL)

_____
Assistant Secretary – OTC

APPROVED:

_____
Director, Taxpayer Assistance Division

APPROVED BY THE CITY OF _____ LEGAL DEPARTMENT

BY _____ DATE _____

EXHIBIT A

RETENTION FEE AS OF 9/1/1989 PER TITLE 68-SEC.2702

RATE (%)		FEE	RATE (%)		FEE
1%-1.99%	=	1.75%	2.5%	=	1.25%
2%	=	1.50%	2.75%	=	1.12%
2.25%	=	1.37%	3% or>	=	1.00%

Clinton
Hub City of Western Oklahoma

Agenda Commentary

Item Title/ Subject: Letter of Understanding, Westhaven Housing Addition

Staff Source: City Manager, Steve Hewitt

Date: September 20, 2011

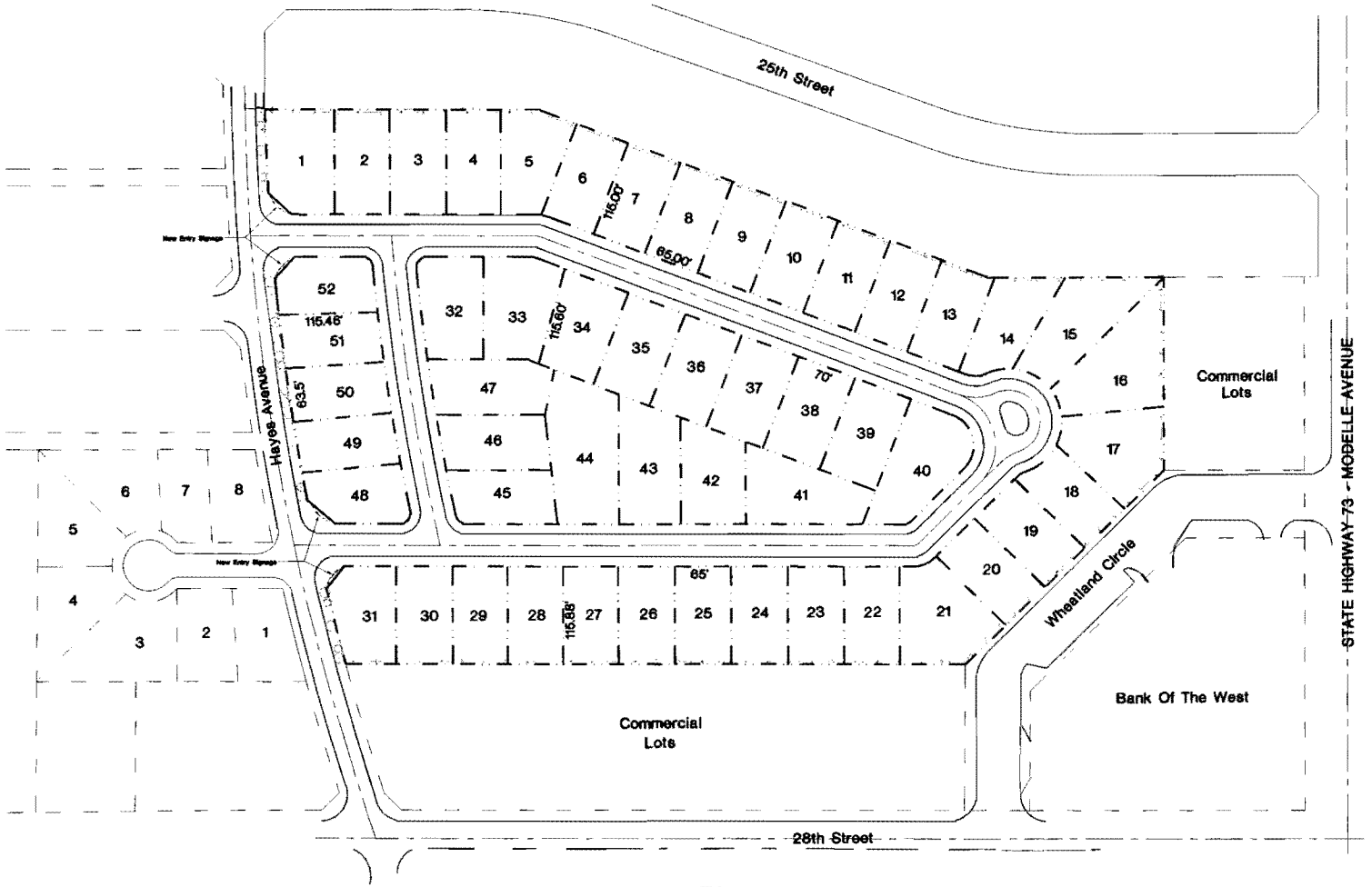
History/Background Information: Shawn Driver of Zerby Interests approached City Council a few months back looking to develop the property off 28th / Modelle behind the Bank of the West. Driver took the Council feedback and visited with community members to increase the amount of lots, reduce lots sizes, and reducing the size of homes required. Zerby Interests is looking for Public Improvements assistance.

Item/Subject Summary: After reviewing Mr. Driver's new plan (see attachment), the development looks more feasible. This nearly doubles the lots that could be developed. Driver informed me that the market for land and homes needs to be established in Clinton. I informed him the City needs to be reimbursed for as much as possible on land sales. Driver agreed that Zerby would reimburse the City $2000 per lot (52 lots = $104,000). Driver spells out in the LOU what Zerby and the City's obligations.

(Driver has stated lot pricing must be affordable)

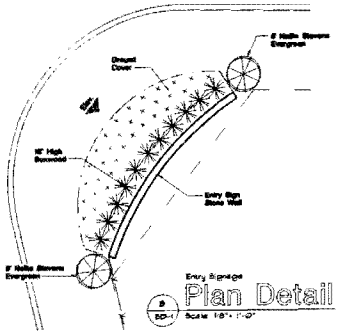
Price/Cost: Roads and Utilities estimated $300,000. $104,000 reimbursed through lot sales, remainder of reimbursement would come from sales tax and utility bills as new construction is development. NOTE: The City will eventually be reimbursed, however timeline is unknown.

Recommendation: Housing is a need and concern. The City must get involved in non-traditional support than it has in the past. Investing in utilities and public works for new housing partnerships should help Clinton grow. This will set precedence to future development.

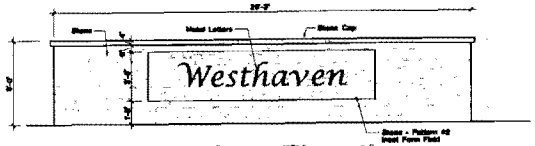


Site Development Plan

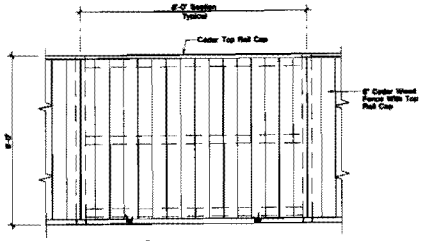
Legend



Plan Detail



Entry Sign Elevation



Elevation

Preliminary

Not for Construction

White Design Group, P.C.

Architectural and Interiors Consulting

5801 EAST 41ST STREET, SUITE 712, TULSA, OKLAHOMA 74135

Revisions:

Conceptual Development Plan For:

The Westhaven Addition

Clinton, Oklahoma

Sheet Content

Site Development Plan, Wood Fence Elevation

Sheet Number

SD-1

Date: 08-24-11

ZERBY INTERESTS

September 13, 2011

City of Clinton
Attn: Steve Hewitt, City Manager
415 Gary Boulevard
Clinton, OK 73601

RE: Letter of Understanding
Westhaven Housing Addition

Mr. Hewitt,

I'm writing you today in an effort to summarize and capture our discussions over the last several months regarding the proposed housing addition known as Westhaven, as well as the proposed structure in which the City of Clinton ("City") would partner with Elk Supply Co. ("Owner") in order for Westhaven to be successfully developed. It is our intention that after clarifying the roles in the development process, and thus alleviating any potential misunderstanding, that we can move forward toward City Council approval. Based on that intent, I've listed the major deal points below.

The Owner agrees to provide the following:

- Land – approximately 12.45 acres identified in Exhibit A
- Rezoning – conversion of commercial property to residential use
- Plating – plating of the property to include utility easements designated for City use
- Architectural & Engineering – all necessary services in order to provide construction-ready plans and specifications
- Surveying – all construction and property staking
- Fencing – as shown on Exhibit A, constructed immediately subsequent to utility and street placement
- Entry Statements – all concrete, masonry, signage, electrical, etc. to provide finished entry statements per Exhibit A
- Irrigation – a fully installed system with the capacity to irrigate the common area located parallel to Hayes Avenue
- Landscaping – trees, plants, sod, mulch to complete the common area along Hayes Avenue
- Marketing – all promotions, fees, commissions, and sales related expenses
- Home Owners' Association – all documents (inclusive of related legal fees), logistics, and miscellaneous expenses associated with a first class residential development
- Reimbursement – a $2,000 payment to the City of Clinton upon the successful sale and closing of each residential lot with Westhaven Addition, as shown on Exhibit A.

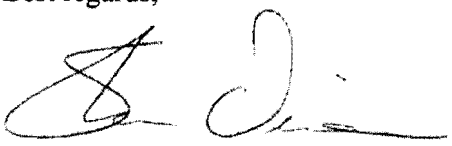
6400 W. Reno Avenue, Oklahoma City, Oklahoma · Main: (405) 232-3242 · Fax: (405) 603-8784 · www.zerbyinterests.com

The City agrees to provide the following:

- Streets – unless listed above, all construction related expenses associated with completing City streets as shown on Exhibit A
- Water – unless listed above, all construction related expenses associated with completing a water main project, with the scope being to adequately provide each lot within Westhaven with City water; moreover, the access to City water shall be found directly upon each lot
- Sanitary Sewer – unless listed above, all construction related expenses associated with completing a sanitary sewer main project with the scoping being to adequately provide access to the City sanitary sewer system; moreover, the access to the City sanitary sewer shall be found directly upon each lot.

If the aforementioned description adequately represents the development structure, then please add approval of such to the City Council's upcoming agenda. However, if there is something that needs to be added or modified please contact me at your earliest convenience.

Best regards,



Shawn Driver
Principal

Attachment: Exhibit A

Clinton
Hub City of Western Oklahoma

Agenda Commentary

Item Title/ Subject: Authorization to go to Bid for Street Repair and Overlay

Staff Source: City Manager, Steve Hewitt

Date: September 20, 2011

History/Background Information: Staff has identified streets that need overlay, seal, and repair. $100,000 budgeted this year for streets.

Item/Subject Summary: I have instructed Public Works / Streets to review areas that need complete overlay and create a plan to seal good streets to extend life. Staff will get unit pricing and repair and seal as much as possible (pending funding). Staff is looking to extend our street dollars as far as possible each year. This is the first step in a yearly maintenance plan.

Price/Cost: $100,000 Capital Outlay

Recommendation: Staff recommends and requests the ability to gain bid pricing for overlay and sealing streets. After pricing has been obtained, staff requests Council allow us to move forward on the recommended priority list.

STREETS REPAIR - OVERLAYED/SEALED 2011

Group 1 (Top Priority)

- Hayes – 15th to 17th
- Hunt – 16th to 17th
- Hunt – 18th to 19th
- Prairie Chief – 15th to 16th
- Broadway – 18th to 19th
- Peterson – Springhill to in front of 43 Peterson

Group 2 (Possible Overlay) (Next Budget Year 11-12)

20th – Opal to Modelle
Hayes – 11th to 13th
7th – Opal to Modelle
13th – Gary to JC Lane
28th – Mulberry to 66
Hayes – 17th to Gary
8th – Frisco to Court
10th – Gary to Modelle
16th – Nowahy to Dougherty
Littell – 16th to 20th

Group 3 (Strips-Wide Crack Repair) This Budget Year...

- Regency – 28th to 30th
- Rolling Hills – Every street on west side (of pool)
- 30th – Modelle to Hayes
- Hayes – 28th to 30th

Estimated Costs: (Budget $100,000)
To overlay 2" asphalt cost is $66.00 per ton @ $0.82sf (A typical street) 30' x 300' = $7,380.00
To seal coat cold tar w/sand (roads 40mph & under) is $0.20sf (street) 30' x 300' = $1,800.00

STREETS TO BE SEALED 2011

(Streets over-layed 05-06)

GROUP 1

- 700 BLOCK S. 9TH
- 700 Block S. 8th
- 300-400 Block S. 14th
- 400 Block S. 15th
- 300 Block S. 16th
- 400 Block S. 17th
- 200 Block S. 17th
- 200 Block N. 11th
- 200-300 Block N. 14th
- 300 Block S. 19th
- 400-500 Block Modelle
- 800 Block Broadway
- 1500 Block Dunn
- 1800 Block Dunn
- 1500 Block Littell
- 1500 Block Hunt

Group 2

- 200-300 Block N. 8th
- East 3rd Street
- 100 Block N. 30th
- 700 Block Dunn

- Deputy Drive
- 400-500 Block S. 8th
- 700 Block Broadway
- 1600 Block Pr Chief
- 600 Block Littell
- 300-400 Block Littell
- 500 Block N. 1st
- 600 Block N. 3rd
- 500 Block Pr Chief
- 100 Block Nowahy
- Short Street

Group 3

- 600 Block S. 9th
- 100-200-300 Block Hayes
- Hayes Ave.
- 23rd Place
- 600 Block Pr Chief
- 100-200-300-400 Block Orient
- 100 Block Pr Chief
- 400 Block Pr Chief
- 200-300-400-500 Block S. 3rd
- 600-700-800-900 Block Avant

Clinton
Hub City of Western Oklahoma

Agenda Commentary

Item Title/ Subject: Authorization to go to purchase capital equipment at SWODA auction

Staff Source: City Manager, Steve Hewitt

Date: September 20, 2011

History/Background Information: SWODA Former Clinton-Sherman Maintenance is closing operations. They are liquidating all the equipment.

Item/Subject Summary: The City has budgeted capital items for this fiscal year. This auction has some valuable items that would be worth purchasing if the pricing was affordable. Staff could move up and save the City dollars and fill some needs for this and next year. Especially, trucks, mowers, and grader. Amounts could be over the City Manager's authority, staff asking permission to purchase and attend.

Price/Cost: TBA

Recommendation: Staff recommends the Council authorizes Staff to attend the auction and purchase items the meet our need and are a good value.

Former Clinton-Sherman Maintenance
(A Division of SWODA)

Internet Bidding Available

AUCTION

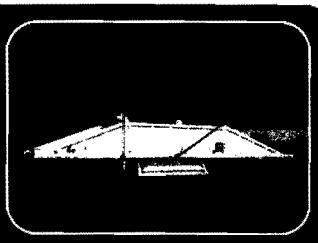
EQUIPMENT WILL SELL INDOORS BY VIDEO

SATURDAY • SEPTEMBER 24, 2011 • 9:00 A.M.

BURNS FLAT, OKLAHOMA

Site: 31st Western Technology Training Center

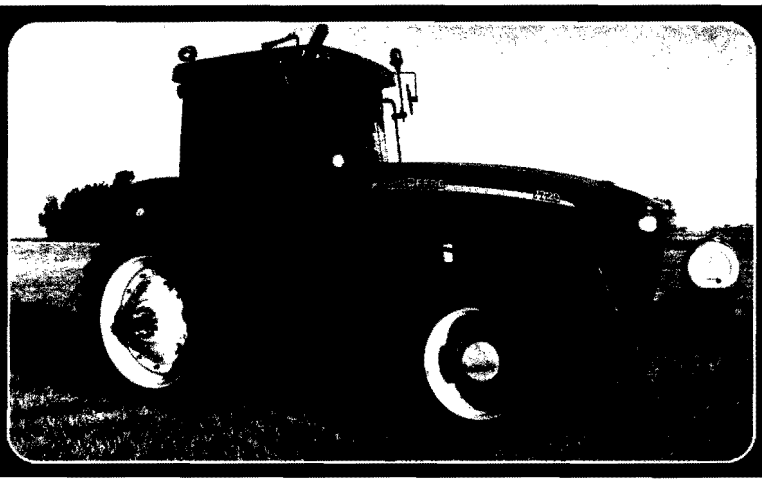


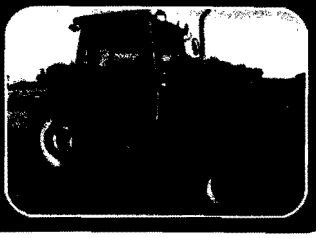




Can't Attend?

"Unable to attend this auction?"
Go to www.proxibid.com/grahamauctioneers

Can't Make it to the Auction? BID LIVE ONLINE! Register for this event on proxibid.com and bid from the comfort of your home or office.

proxibid
877-505-7770
www.proxibid.com

No Minimums! No Reserves!

Mike GRAHAM Auctioneers

Former Clinton-Sherman Maintenance (A Division of SWODA)

South Western Oklahoma Development Authority (SWODA) is closing maintenance operations after 17 years of service on the facility. We are liquidating all of our equipment, vehicles, parts, supplies, and inventory related to facility maintenance.

ABSOLUTE TERMS

INFORMATION

SALE SITE DIRECTIONS

Visit our website:
mgrahamauctioneers.com

HOTEL ACCOMMODATIONS

Clarion Hotel, Hwy. 6 & I-40, Elk City, OK - 580-225-6637

AUCTION LOCATION

Clinton-Sherman Airpark, Burns Flat, Western Technology Seminar Center

OUT OF STATE AGRICULTURE BUYERS CONTACT AUCTION COMPANY FOR INFORMATION REGARDING OKLAHOMA AGRICULTURE EXEMPTION.

TAX EXEMPT BUYERS MUST BRING COPY OF TAX NUMBER

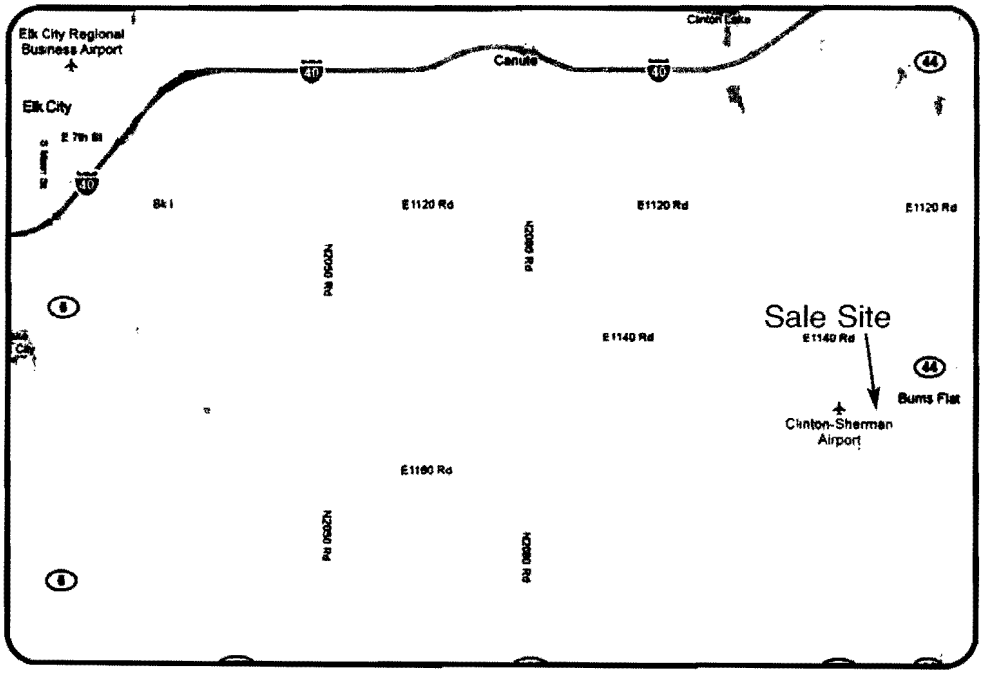
Sale Site: Clinton-Sherman Airpark, Burns Flat, Oklahoma. Video Auction will be held at the Western Technology Seminar Center.

Can't Attend?

Now you can bid from AN

Go to
www.proxibid.com/grahamau

All purchases made using proxibid will



MOTOR GRADER/WHEEL LOADER/SKIDSTEER

John Deere 670 Motor Grader, 14' M.B. Scarifier, Cab.

Case W 20C Wheel Loader, G.P. BKT, Cab.

2003 John Deere 310G 4x4 Loader Backhoe, Hyd. Quick Att., E-Stick, G.P. BKT, forks, 24" Hoe BKT, 2,909 Hrs.

Case 580 K Loader Backhoe, G.P. Loader BKT, Cab, 24" Hoe BKT, 4,756 Hrs.

2006 Case 430 Skidsteer Loader, 1ft Flow Hyd., Forks, BKT, Hyd. Auger, 799 Hrs.







ROLLER/SCISSOR LIFT/TRENCHER

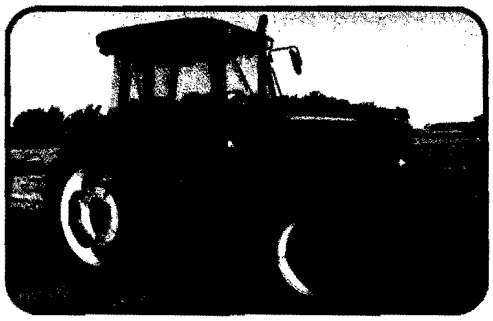
FORKLIFTS

RIG HOUSES

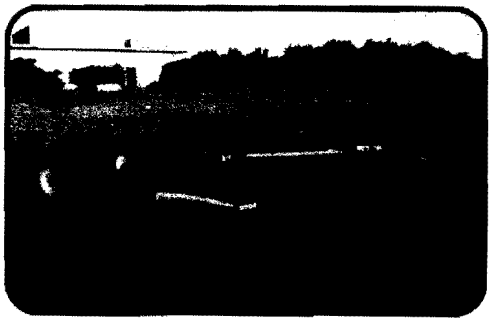
FARM TRACTORS

FARM TRACTORS cont.

FLEXWING MOWERS-ATTACHMENTS

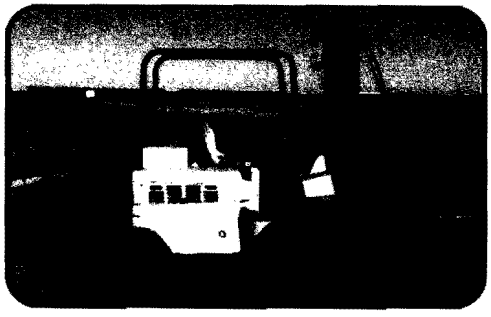




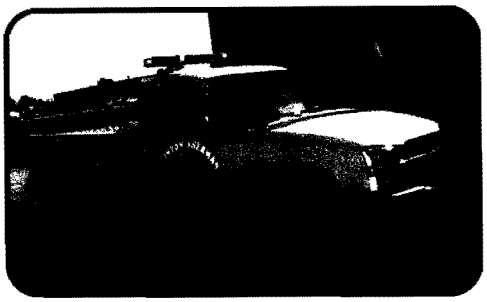




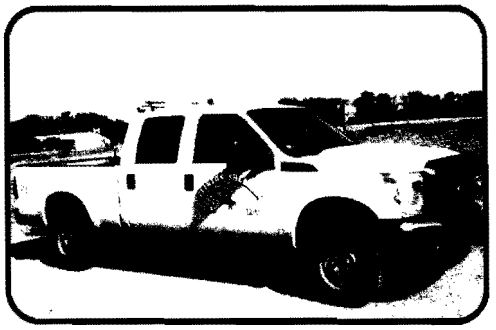












TRUCK TRACTORS

[illegible]

BUCKET TRUCK/ SERVICE TRUCKS

[illegible]

PICKUPS

[illegible]

PICKUPS cont.

[illegible]

2000 Chevrolet 2500 HD Reg Cab 4x4 Pickup, V-8 Eng., Auto. Trans.

1998 Ford F150 Reg Cab Pickup, V-8 Eng., Auto. Trans., 51,700 Miles.

1995 Ford F350 Reg. Cab Pickup, V-8 Eng., 4 Speed Manual.

(2) Dakotas 4x4 Mini Pickups.



VANS

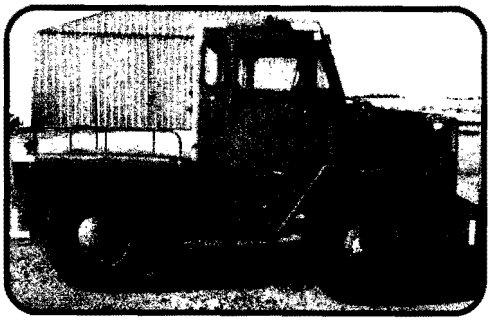
2000 Ford Passenger Van, V-8 Eng., Auto. Trans.

1996 Dodge Passenger Van, V-8 Eng., Auto. Trans.



LOWBOYS

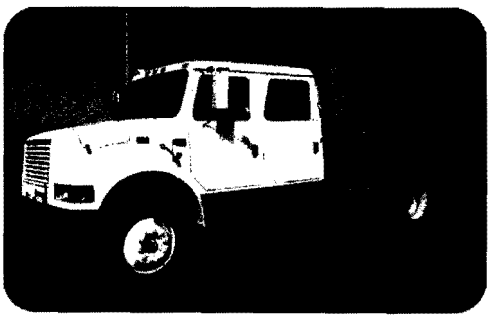
1977 Talco F60-2A T/A Lowboy Equipment Trailer, Fixed Neck, 33' Load Deck, Hyd. Winch, Hyd. Ramps.

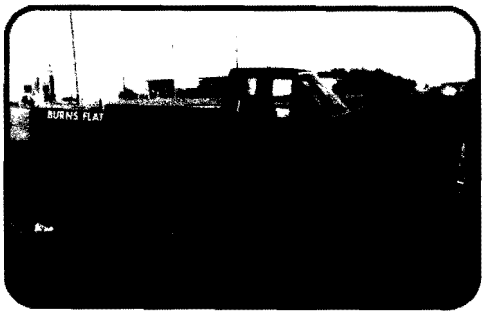


BELLY DUMP - END DUMP ROCK TRAILERS

1994 Ranco T/A Single Gate Belly Dump Rock Trailer.

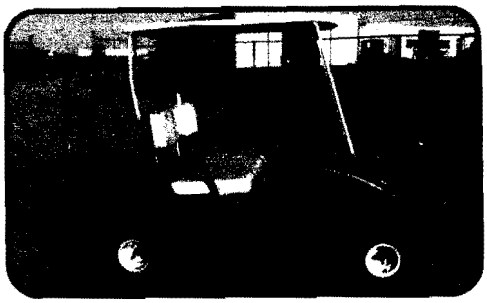
1986 Lufkin TD25 T/A 25' Steel End Dump.















WATER TRAILERS

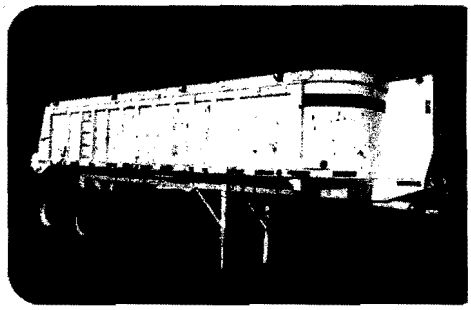
UTILITY TRAILERS & AIRCRAFT TOWS

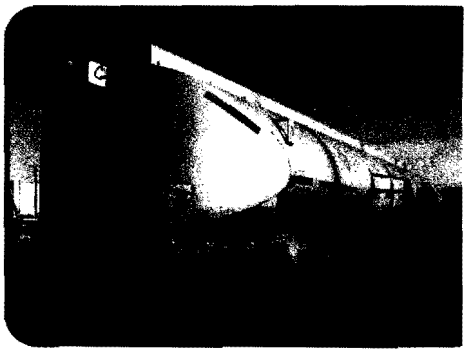
MOWERS & GOLF COURSE EQUIPMENT

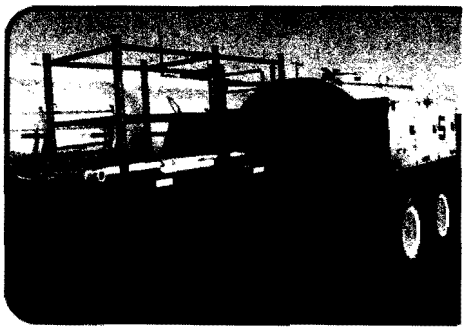
MOWERS & GOLF COURSE EQUIPMENTcont.

METAL WORKING & WELDERS

MISCELLANEOUS











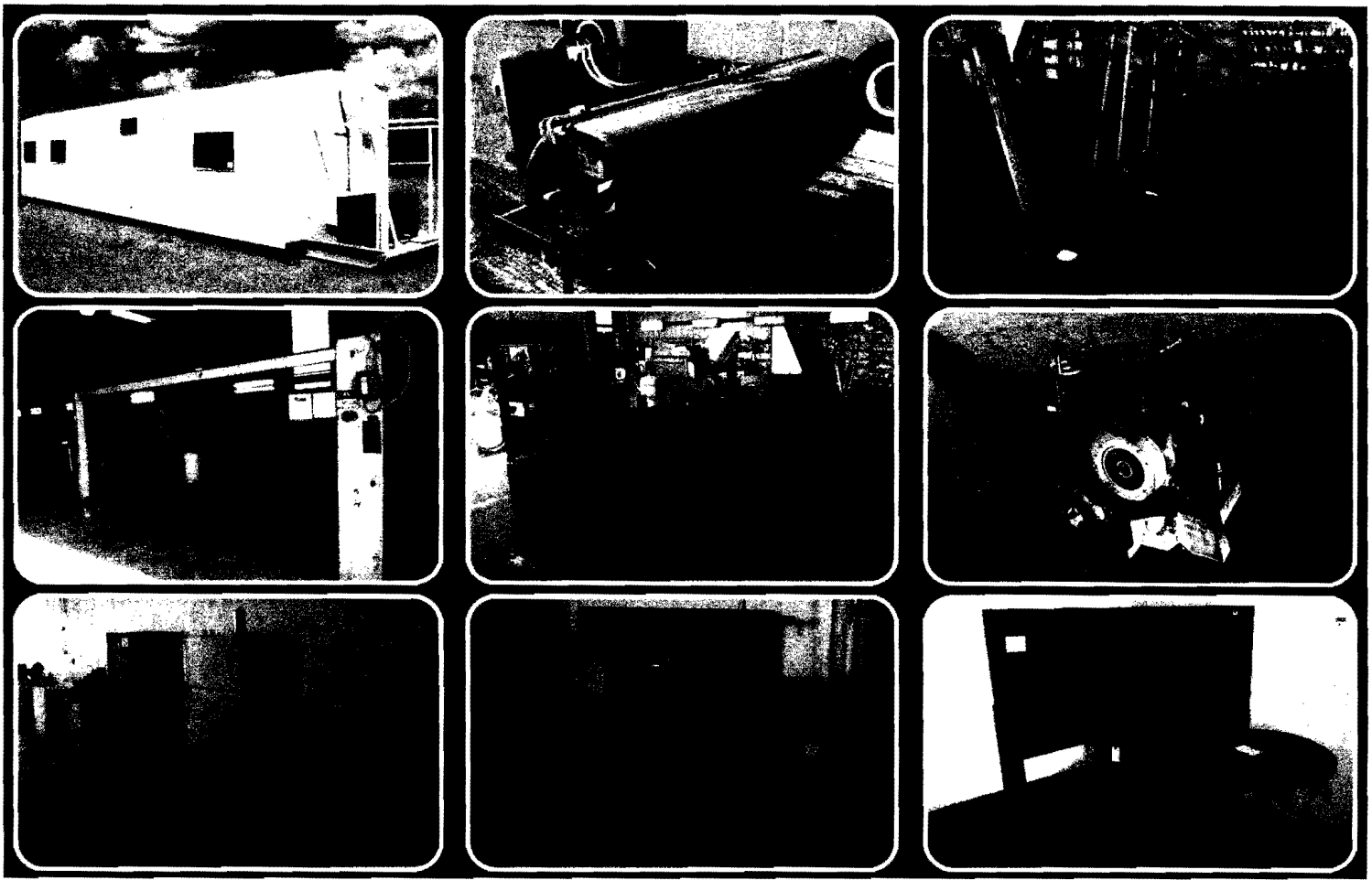
RETURN TO
Mike
403 W
Marlow, OK 73055

UNITED STATES POSTAGE
PITNEY BOWES
02 1A
0004345819
$ 00.44⁰
SEP 01 2011
MAILED FROM ZIP CODE 73624

CITY OF CLINTON
PO BOX 1177
CLINTON OK 73601-1177

FIRST CLASS MAIL

FORMER CLINTON-SHERMAN MAINTENANCE
(A DIVISION OF SWODA)



PUBLIC NOTICE OF A REGULAR MEETING
OF THE PUBLIC WORKS AUTHORITY
TUESDAY, SEPTEMBER 20, 2011 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Meeting status: Completed

1. Call to Order
2. Opening Prayer: Jim Westmoreland
    A. First Baptist Church
3. Consent Agenda:
    A. Consider Approval of Minutes of September 6, 2011
4. Action Items:
    A. Affirm Expenditure by Clinton Public Schools Board of Education to Joe D. Hall, General Contractor for School Construction
    B. Consider approval of expenditure offunds for Highway 183 Waterline Relocation Project
5. City Manager's Report
    A. Water Update
6. Audience Participation
7. Adjournment

See the filed original PDF for the clerk’s posting certification.

Not recorded