

**BOARD OF CITY COMMISSIONERS
REGULAR MEETING**

February 13, 2023

6:00 P.M.

**COUNCIL CHAMBERS
113 N ELM ST
SALLISAW, OK 74955**

A G E N D A

- 1. Meeting Called to Order**
- 2. Declaration of a Quorum**
- 3. Removal of any Item from the Consent Agenda**
- 4. Consent Agenda**
 - (a) Consider Approval of Minutes of Regular Meeting of January 9, 2023 and Special Meeting of February 2, 2023
 - (b) Acknowledge Invoice Paid Report for January
- 5. Consider any Item Removed from the Consent Agenda**
- 6. Discuss and Consider Approval of City Manager's Request to Temporarily Increase Spending Limits in Amount Not to Exceed \$50,000.00**
- 7. Discuss and Consider Declaring Surplus for Purpose of Donation to Another Government Entity, Sallisaw Asset 0047, SAFRAN Morpho Fingerprint System, Serial # 4063369906DMS**
- 8. Discuss and Consider Approval of Purchase Order No. 92205, Issued to Creative Bus Sales, Inc. of Indianapolis, IN, in the amount of \$186,389.00 for the Purchase of One (1) Lone Star Promaster 3500**
- 9. Discuss and Consider Approval of Purchase Order No. 92233, Issued to MGS**

Construction Services of Sallisaw, OK, In The Amount of \$23,756.00, For The Construction of a Restroom Facility at The Sports Complex Walking Trail

- 10. Discuss and Consider Approval of Purchase Order No. 92245, Issued to Anixter of Oklahoma City, OK, In An Amount Not to Exceed \$47,000.00, For The Purchase of Electric Materials For The Sports Complex Restroom Project**
- 11. Discuss and Consider Approval of Ordinance 2023-02; An Ordinance Amending Chapter 22, Businesses, Section 22-300(A), To The Sallisaw Code Of Ordinances, Repealing Section 22-300(A) And Amending, Adopting And Enacting The Following New Section 22-300(A), And Further Amending Chapter 22, Businesses, To The Sallisaw Code Of Ordinances, Adopting, Adding And Enacting The Following New Sections 22-341 Through 22-341.17, Prevention Of Youth Access To Tobacco Act, As Amended, Of The Oklahoma Statutes, To The Sallisaw Code Of Ordinances; Establishing And Providing Regulations Thereof; and Declaring An Emergency**
- 12. Discuss and Consider Approval of Ordinance 2023-03; An Ordinance Amending Chapter 6, Alcoholic Beverages, To The Sallisaw Code Of Ordinances, Adopting, Adding And Enacting The Following New Division 3, Sections 6-55 Through 6-55.8, Prevention Of Youth Access To Alcoholic Beverages And Low-Point Beer Act, Of The Oklahoma Statutes, To The Sallisaw Code Of Ordinances; Establishing And Providing Regulations Thereof; And Declaring An Emergency**
- 13. Discuss and Consider Approval of Contract for Engineering Services Between the City of Sallisaw and Neel, Harvell and Associates, P.C., Consulting Engineers For the Drake / Lennington Water Loop in the Amount of \$118,500.00**
- 14. Conduct Public Hearing to Determine if the Property Located at 304 South Main Street is a Public Nuisance; Case No. 02-23-1C, Condemnation of Dilapidated Structure; and Possible Direction to Staff to Abate Nuisance**
- 15. Conduct Public Hearing to Determine if the Property Located at 306 South Dogwood Street is a Public Nuisance; Case No. 02-23-2C, Condemnation of Dilapidated Structure; and Possible Direction to Staff to Abate Nuisance**
- 16. Discuss and Consider Approval of Planning Commission Case No. PC2022-014; Plat Presentation of Lee Creek Estates by INSU, Inc.**

- 17. Discuss and Consider Approval of Planning Commission Case No. PC 2022-015; Rezoning Request From Agriculture District (A-1) to Residence District (R-2) by INSU, Inc; and, Ordinance 2023-04 with Emergency Clause**
- 18. Receive Update on Current and Future Projects; Possible Direction to Staff**
- 19. Receive Update on the Financial Status of the City and Activities of the Finance Department; Possible Direction to Staff**
- 20. Receive Update on Economic Development and Grant Activities; Possible Direction to Staff**
- 21. Administrative Reports**
- 22. Adjourn**

Posted: FEBRUARY 10, 2023

Time: 10:40 AM

KIM JAMISON

MINUTES
BOARD OF CITY COMMISSIONERS
REGULAR MEETING
JANUARY 9, 2023

The Board of Commissioners met in a regular meeting on January 9, 2023, in the Council Chambers, 113 N. Elm Street, Sallisaw. Notice of the meeting was given by emailing to Sequoyah County Times; by posting at city hall on January 5, 2023 at 4:55 p.m.; by posting on the city's website; and, by giving notice to the City Clerk.

Members present:	Ernie Martens, Ronnie Lowe, Josh Bailey, Julian Mendiola, Kristin Peerson,	Mayor Member, Ward 1 Member, Ward 2 Member, Ward 3 Member, Ward 4
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Members absent:	None
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Staff present:	Keith Skelton, John R. Montgomery, Kim Jamison, Robin Haggard, Keith Miller, Terry Franklin, George Bormann, Jessica Robertson, Christian Sizemore, Skylar Fullbright, Chris Carter, Kayle Griffin, John Weber,	City Manager City Attorney City Clerk Director of Finance Building Development Director Chief of Police Economic Development Director Business Support Manager Network Manager Grants Specialist Senior Code Inspector Chief Accountant Captain
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Others present:	Todd and Mona Brewer; Charles and Karen Richardson; Kannon Martens; Clint and Donna Smith; Analescia Smith, Calynn Smith, and Clara Lemons; Michael and Dwanna Perry; Debbie Washington; Leontine Stevens; Russell Newman; Jace Goodwin; Robert Stewart; Crystal Sides; Edward Enos; Judy Enos; Brent Black; Brian Ornsby; Tommy Taylor Jr; Lynn Adams; David Lessley; Carter Lessley; Mindy Long; Todd Long; Phyllis and Carl Poindexter; Aaron Padgett; Sinclair Armstrong; Christa Williams; Braxton Williams; Brian Williams; Mike Neer; Gloria Neer; Others Unidentified
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1. Meeting Called to Order

Mayor Martens called the meeting to order at 6:00 p.m.

2. Declaration of a Quorum

A quorum was declared present.

3. Presentation to Retiree Carl Poindexter and Debra Washington

The City Manager presented retirees Carl and Debbie watches and thanked them for their service to the City and wished them the best in their retirement.

4. Presentation of Oklahoma Municipal League's 25-Year Service Award to Charles F Richardson, John D Fargo, Matthew T Brewer, Jamie R Phillips, and Clint E Smith

Keith Skelton presented Charles Richardson, Matthew Brewer, Jamie Phillips, and Clint Smith with certificates and pins from the Oklahoma Municipal League for their 25 years of municipal service. The council expressed appreciation for their service.

5. Removal of any Item from the Consent Agenda

None.

6. Consent Agenda

a Consider Approval of Minutes of Regular Meeting of December 12, 2022

b Acknowledge Invoice Paid Report for December 2022

Motion was made by Mendiola, seconded by Peerson, for approval of consent agenda.

Vote: Mendiola aye; Peerson aye; Lowe aye; Bailey aye; Martens aye. Motion carried 5-0.

7. Consider any Item Removed from the Consent Agenda

None.

8. Discuss and Consider Approval of Amendment to the Professional Services Agreement between the City of Sallisaw and TAR & A LLC dba Tim A. Risley and Associates

Motion made by Mendiola, seconded by Bailey, for approval of Amendment to the Professional Services Agreement between the City of Sallisaw and TAR & A LLC dba Tim A. Risley and Associates. Vote: Mendiola aye; Bailey aye; Lowe aye; Peerson aye; Martens aye. Motion carried 5-0.

9. Discuss and Consider Acceptance of FY 2022 Audit

Keith Skelton noted there was one change to the audit. In the schedule of expenditures for federal awards a number was omitted. The federal awards should have been 4.1 million. Motion was made by Lowe, seconded by Peerson, to accept the FY 2022 Audit. Vote: Lowe aye; Peerson aye; Bailey aye; Mendiola aye; Martens aye. Motion carried 5-0.

10. Receive Presentation From Brent Black, CEO of CREOKS Health Services, Inc. Concerning Proposed Build of a Crisis Center in Sallisaw

Brent Black addressed council. He noted that they are requesting a rezoning of their current office space on Hwy 59 N. They want to have a crisis center and urgent care. Last year, the State of Oklahoma approached CREOKS asking them to put an urgent care and crisis center in Sequoyah County. The state contracted with them to do that. Also, last year, the state mandated that every county with 20,000 or more have a crisis center and urgent care. Due to recent growth, they have purchased additional office space.

Separating the office space into one for children and the other for adults. The one on HWY 59 would be for children once the building they just purchased has been remodeled. CREOKS would still like the property on HWY 59 to be rezoned, so that if, in the future, they wanted to open a crisis center for children, they could do so. Keith Miller noted that the City had no long range plans for that area to be utilized-as commercial. Their current zoning is for office use, which would allow this to continue as they operate now. There was additional clarification discussion between the board and Mr. Black. He reiterated that this facility would be for children only.

11. Discuss and Consider Approval of Planning Commission Case No. PC 2022-013; Rezoning Request from Commercial Office District (C-1) to Highway Commercial and Commercial Recreation (C-4) by CREOKS

Mental Health Services, Inc; and, Ordinance 2023-01 with Emergence Clause

After a short discussion, noting that tonight was the first mention of a juvenile only facility. Motion was made by Mendiola, seconded by Bailey, to disapprove Planing Commission Case No. 2022-013, rezoning request from C-1 to C-4. Vote: Mendiola aye; Bailey aye; Lowe aye; Peerson aye; Martens aye. Motion carried 5-0.

12. Discuss and Consider Approval of Staff's Request to Reinvest a General Fund Certificate of Deposit with Firstar Bank for 182 Days at 3.55% Interest

Motion was made by Mendiola, seconded by Bailey, for approval of staff's request to reinvest the General Fund Certification of Deposit with Firstar Bank for 182 days at 3.55 % interest. Vote: Mendiola aye; Bailey aye; Lowe aye; Peerson aye; Martens aye. Motion carried 5-0.

13. Discuss and Consider Approval of Administrative Policy 1.016.00, Inclement Weather Policy and Response to Emergency Conditions

Keith Skelton reviewed the Inclement Weather Policy with Council. Motion was made by Mendiola, seconded by Bailey, for approval of Administrative Policy 1.016.00, Inclement Weather Policy and Response to Emergency Conditions. Vote: Mendiola aye; Bailey aye; Lowe aye; Peerson aye; Martens aye. Motion carried 5-0.

14. Discuss and Consider Approval of Request to Declare Surplus Two (2) Mobile Home Office Trailers, Serial Number(s) 90258-014 and 00112-031, Located at the Landfill Facility; and Authorize Staff to Trade, Sell, or Destroy

Motion was made by Bailey, seconded by Peerson, to declare two (2) mobile home office trailers as surplus and authorize staff to trade, sell or destroy. Vote: Bailey aye; Peerson aye; Lowe aye; Mendiola aye; Martens aye. Motion carried 5-0.

15. Receive Update on Current and Future Projects; Possible Direction to Staff

No update was given, the item was stricken.

16. Receive Update on the Financial Status of the City and Activities of the Finance Department; Possible Direction to Staff

No update was given, the item was stricken.

17. Receive Update on Economic Development and Grant Activities; Possible Direction to Staff

No update was given, the item was stricken.

18. Discuss Possible Special Meeting Dates for Purpose of Discussing the FY 2022 Utility Study, Code Enforcement Items and Upcoming FY 2024 Budget Preparations; Provide Direction to Staff.

February 2nd and 16th were presented as possible dates. It was the general consensus of the Board to have the special meeting on February 2nd at 11:00 am at the Council Chambers.

19. Administrative Reports

Keith Skelton noted that GRDA was doing some repairs to the south substation. The full load of the City was going through the north substation. He anticipates another couple of weeks to complete the repairs. He also advised that on December 22, GRDA was performing repairs to distribution lines coming into the south substation. While repairs were taking place, GRDA had one main circuit shut off to Sallisaw. During this time, the weather became quite cold, which increased our electric load on the south substation.

This led to the city curtailing some electric load in order to keep the substation operational. Although the planning for this work was not the best, GRDA did dispatch crews to assist in energizing the circuit once we saw it was causing issues. He has asked GRDA to review this event and ensure better planning takes place in the future.

20. Adjourn

Motion was made by Lowe, seconded by Mendiola, to adjourn the meeting there being no further business. Vote: Lowe aye; Mendiola aye; Bailey aye; Peerson aye; Martens aye. Motion carried 5-0. The meeting ended at 6:31 p.m.

Ernie Martens, Mayor

ATTEST:

Kim Jamison, City Clerk

(SEAL)

MINUTES
BOARD OF CITY COMMISSIONERS
SPECIAL MEETING
FEBRUARY 2, 2023

The Board of Commissioners met in a special meeting on February 2, 2023, in the Council Chambers, 113 N. Elm Street, Sallisaw. Notice of the meeting was given by emailing to Sequoyah County Times; by posting at city hall on January 27, 2023 at 11:35 a.m.; by posting on the city's website; and, by giving notice to the City Clerk.

Members present:	Ernie Martens, Ronnie Lowe, Josh Bailey, Julian Mendiola, Kristin Peerson,	Mayor Member, Ward 1 Member, Ward 2 Member, Ward 3 Member, Ward 4
Members absent:	None	
Staff present:	Keith Skelton, Kim Jamison, Robin Haggard, Keith Miller, George Bormann, Jessica Robertson, Chris Carter, Kayle Griffin, Chris Gilliam,	City Manager City Clerk Director of Finance Building Development Director Economic Development Director Business Support Manager Senior Code Inspector Chief Accountant Code Inspector
Others present:	None.	

1. Meeting Called to Order

Mayor Martens called the meeting to order at 11:30 a.m.

2. Declaration of a Quorum

A quorum was present.

3. Recieve Presentation Regarding the FY 2022 Utility Study; Discussion and Possible

Direction to Staff

Keith Skelton reviewed the 2022 Utility Study with the council. He reviewed how the sales tax works. The net revenue for all utilities is \$4.7 million. Purchased power kWh and metered usage shows an increase from last year. Electric revenue was reviewed as well as GRDA cost summary. Water treatment and distribution was discussed. Landfill was also discussed. He noted that tonnage was at an all-time high. There is a need to find ways to increase net revenue. All current contracts have been updated. Cell 8A is almost ready for permitting. Wastewater Treatment was discussed. Telecommunication's revenue for FY 2022 is an average of \$24,777 per month. As of June 30, 2022, total active customers were 3,230, which is an all-time high. A rate adjustment for video is needed.

4. Recieve Presentation Regarding Items Related to Code Enforcement; Discussion and Possible Direction to Staff

Code continues to have problems with junk motor vehicles and property maintenance. They continue to concentrate on junk in residential neighborhoods, removal of junk motor vehicles, and high weeds during the growing season. A revamp of how junk motor vehicles are handled is needed. A fine structure needs to be established. A civil penalty needs to be accessed to the resident not the owner of the property. Direction was given to draft a policy for fines for the board's review.

5. Recieve Presentation Regarding Upcoming Budget Preparation for FY 2024; Disscusion and Possible Direction to Staff

There are many significant needs and concerns for the upcoming FY 2024 budget, such as: funding for current and future projects; revamping the asphalt overlay program; dedicating funding to a street program; dedicated funding for future landfill cell construction; funding for aging infrastructure; capital project planning. There are also staffing issues such as recruitment and retainage. The current workforce is concerned with wages, more than benefits. Currently, 65% of City employees have less than 10 years of service.

6. Adjourn

Motion was made by Lowe, seconded by Bailey, to adjourn the meeting there being no further business. Vote: Lowe aye; Bailey aye; Mendiola aye; Peerson aye; Martens aye. Motion carried 5-0. The meeting ended at 1:44 p.m.

Ernie Martens, Mayor

ATTEST:

Kim Jamison, City Clerk

(SEAL)

AGENDA ITEM COMMENTARY

Meeting Date: February 13, 2023
Board: Board of City Commissioners
Subject: Request to Increase Spending Limits

ITEM TITLE: Discuss and Consider Approval of City Manager's Request to Temporarily Increase Spending Limits in Amount Not to Exceed \$50,000.00

INITIATOR: City Manager

STAFF INFORMATION SOURCE: City Manager; Finance

BACKGROUND: Due to national supply chain issues, staff continues to have difficulties acquiring materials for daily operating tasks. Materials such as transformers, electrical distribution materials, piping, bolts, etc., are becoming difficult to obtain. To try and alleviate some issues, we need to purchase additional quantities of materials needed to maintain our utility systems. The most concerning are items needed to maintain the electric system and install new services.

Request: Per Section 2-242 (e) of the Sallisaw Code, the City Manager requests the following:

Purchasing Limit: Not to exceed \$50,000.00

Time Period: February 13, 2023 to July 31, 2023.

Purpose: To allow an increase in the inventory of materials needed to maintain utility systems and/or connect new services. This includes, but is not limited to, electric distribution materials, water and sewer line materials.

EXHIBITS:

KEY ISSUES:

1. National supply chain issues; increased delivery time of materials, some up to 50 weeks.
2. Need to increase the inventory of certain supplies as much as possible until issues are resolved.
3. With ongoing supply chain issues, quotes are no longer good for extended periods of time. Increased spending limit would enable staff to quote and order material much faster.

FUNDING SOURCE: City Budget

RECOMMENDATION: Approval to increase the spending authority limit of the City Manager to an amount not to exceed \$50,000.00 for the time period from February 13, 2023 to July 31, 2023 as described above.

AGENDA ITEM COMMENTARY

Meeting Date: February 13, 2023
Board: Board of City Commissioners
Subject: Surplus Equipment SAFRAN Morpho Fingerprint System.

ITEM TITLE: Discuss and Consider Declaring Surplus for Purpose of Donation to Another Government Entity, Sallisaw Asset 0047, SAFRAN Morpho Fingerprint System, Serial # 4063369906DMS

INITIATOR: Chief of Police
City Manager

STAFF INFORMATION SOURCE: Chief of Police

BACKGROUND: Staff wishes to declare this item surplus for the purpose of donation to another government entity. This fingerprint system has recently been replaced by a newer model. This system, although obsolete, is still operational and can be used for taking prints and printing cards.

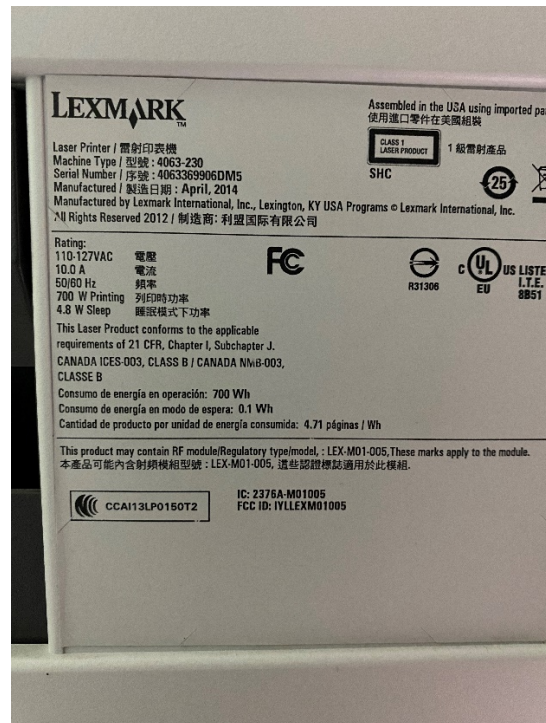
EXHIBITS: 1. Fingerprint system 0467

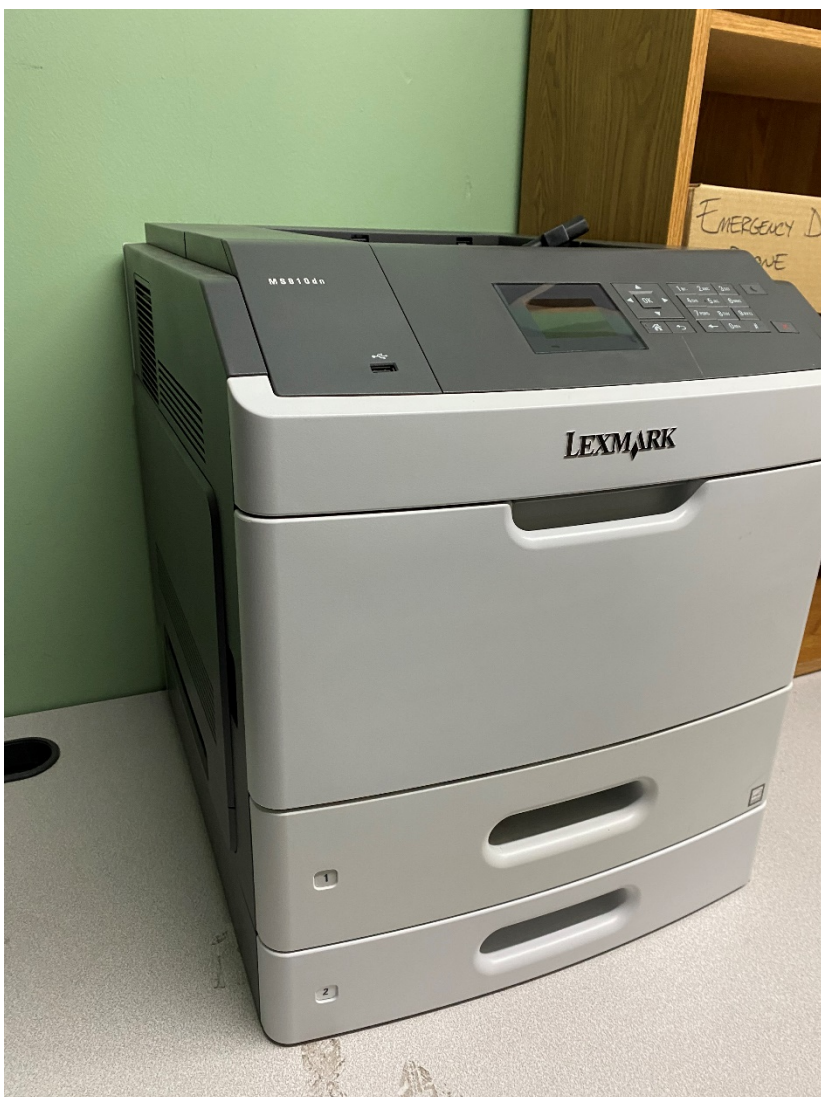
KEY ISSUES:

- The Chief of Police wishes to donate this equipment to the Muldrow Police Department.

FUNDING SOURCE: NA

RECOMMENDATION: Staff recommends declaring the equipment surplus for the purpose of donating to another government entity.





AGENDA ITEM COMMENTARY

Meeting Date: February 13, 2023
Board: Board of City Commissioners
Subject: Transportation Van

ITEM TITLE: Discuss and Consider Approval of Purchase Order No. 92205, Issued to Creative Bus Sales, Inc. of Indianapolis, IN, in the amount of \$186,389.00 for the Purchase of One (1) Lone Star Promaster 3500

INITIATOR: Economic Development Director

STAFF INFORMATION SOURCE: Economic Development Director

BACKGROUND: The City was awarded a grant from the Department of Transportation (DOT), Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities, allowing us to purchase one (1) Lonestar Promaster van. The van will be utilized by the senior nutrition program to allow seniors and persons with disabilities access to meals and services. Their current van is a 2007 Ford Starcraft and was purchased through the same grant program. The van is in bad repair and has been removed from the 5310 program.

- This is a reimbursement grant. Total purchase price is \$186,389.00.
- DOT will reimburse the City \$144,160.00 of the total purchase price.
- The remaining balance of \$42,229 will be the responsibility of the city.

EXHIBITS:

1. City of Sallisaw New England Wheels 1-17-23
2. VAN
3. COS 5310 Notice to Proceed
4. COS 5310 Executed Contract

KEY ISSUES: NA

FUNDING SOURCE: DOT Section 5310 Grant: Fund 124, \$144,160.00.
City Budget for Match: \$42,229.00. GL# 010-950-58805
(Transferred to Fund 124)
Total Purchase Price: \$186,389.00 GL# 124-501-57701

RECOMMENDATION: Approval of Purchase Order No. 92205 in the amount of \$186,389.00 issued to Creative Bus Sales.



Creative Bus Sales

State of Oklahoma Contract

SW0797C

FY 2022

Preparer: Casey Gaskins

Base Model

Lone Star Promaster 3500 3.6L V6 9,350 GVWR

Base Model Price: \$ 119,920.00

Options: \$ -

Other Available Options: \$ 49,680.00

Unpublished Options: \$ 16,789.00

LONE STAR
ADA Vans
 A Division of **FOREST RIVER**

Vehicle Length	Lift Position	WC Positions	Total # Passengers	CDL Required
23'	Front	2	14	No

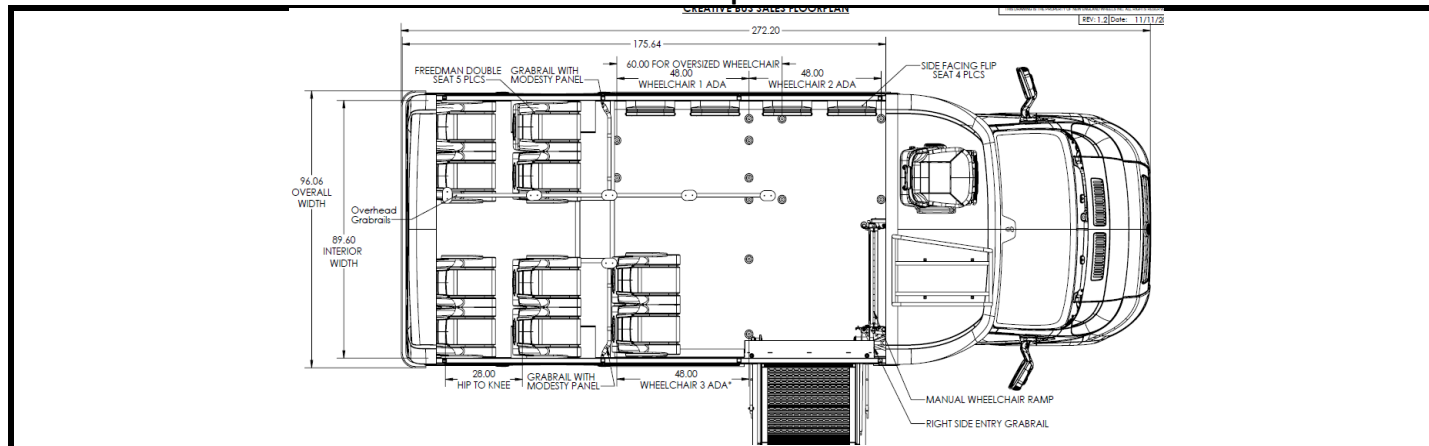
QTY Vehicles: 1 Total Contract Price: \$ 186,389.00

Per Vehicle Price: \$ 186,389.00

Customer Info

Customer:	City of Sallisaw
Address:	115 East Choctaw
Contact:	George Bormann
Office Phone:	
Mobile Phone:	918-315-8605
E-Mail:	gbormann@sallisawok.org

Floorplan



Chassis

Ram Promaster 3500 High Roof chassis - 9,350 GVWR, 159" WB EXT
3.6L V6 24V VVT gasoline engine
6-Speed Automatic 62TE Transmission
220-amp alternator
Power-assisted hydraulic front & rear disc brakes
4-wheel anti-lock brake system
22-gallon OEM fuel tank
16"x6" aluminum wheels
Cruise control
Cloth driver and co-pilot seats
Driver/Co-pilot sun visor
Power windows
Power door locks
Power-heated mirrors
OEM chassis dash heater, A/C, and defroster
Bright white clear coat

Body

Lowered floor behind driver/co-pilot for ADA access
Driver side step
Electric passenger entry door (A&M Systems)
3-pt passenger seat belts
ABS interior paneling - walls and ceiling
Altro flooring

ADA

Manual swing away ramp providing 32" usable width
One (1) set of Q'Straint retractable wheelchair securement systems
ADA interlock
ADA-compliant ramp and door entrance lighting

Safety

5 lb. fire extinguisher
First aid kit
Emergency triangle kit
Backup alarm
Emergency window

Other Available Options

Qty	Description	FY 2022 List Price	QTY Total
1	Bus body in lieu of van body (New England Wheels Frontrunner)	\$ 49,680.00	\$ 49,680.00
-	Subtotal Manufacturer Options:		\$ 49,680.00

CBS Unpublished Options

Qty	Description	FY 2022 List Price	QTY Total
1	2023 Model Year Price Increase	\$ 16,789.00	\$ 16,789.00
-	Subtotal CBS Unpublished Options:		\$ 16,789.00



FRONTRUNNER
By New England Wheelchair

BUY **AMERICAN MADE** **NHTSA** **GMA** **Federal Transit Administration**

U.S. Patents #s 9,302,709 & 9,568,102

January 10, 2023

Mr. Keith Skelton, City Manager
City of Sallisaw
115 E. Choctaw
Sallisaw, OK 74955

Dear Mr. Keith Skelton

Enclosed for your files is a fully executed contract between the Oklahoma Department of Transportation and the City of Sallisaw. The purpose of this contract is to provide financial assistance for the Enhanced Mobility of Seniors and Individuals with Disabilities (Section 5310) for fiscal year 2022. You are authorized to begin work on the referenced project effective January 10, 2023. Specifics of the project agreement are outlined in the enclosed executed contract.

If you have any questions, please contact me at (405) 503-8906.

Sincerely,



Bobby Parkinson, Project Manager
Office of Mobility & Public Transit

**STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION
SECTION 5310 Enhanced Mobility of Seniors and Individuals with Disabilities
FEDERAL FISCAL (2020, 2021, & 2022) FUNDING, 2022 PROGRAM YEAR - CFDA #20.513
PROJECT NO: FTA5310-TP22(066), JOB PIECE NO. 36427(09)
SEQUOYAH COUNTY
AGREEMENT NO. EMOS-2022-06**

This Agreement is entered into between the Oklahoma Department of Transportation, hereinafter called the "**DEPARTMENT**", acting for and on behalf of the State of Oklahoma, the Governor's designee for the administration of 49 United States Code (U.S.C.) § Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities, Capital Assistance Grant Program, and the City of Sallisaw, hereinafter referred to as "**CONTRACTOR**" for the purpose of providing transportation service to be known as City of Sallisaw hereinafter referred to as "**TRANSIT AGENCY**", and subject to the following terms and conditions:

WITNESSETH:

WHEREAS, Public Law 114-94 allowed for the implementation of the Fixing America's Surface Transportation Act (FAST Act); and

WHEREAS, Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Formula Grant Program authorizes the apportionment of funds to assist eligible recipients in replacing, and purchasing buses; to provide effective and reliable transportation to meet the special needs of seniors and individuals with disabilities for whom mass transportation services are unavailable, and other activities of daily life, while improving mobility within and among communities, and provides further that funds be made available through the State of Oklahoma to the CONTRACTOR approved by the Federal Transit Administration, hereinafter referred to as "FTA"; and,

WHEREAS, the DEPARTMENT has been designated to administer the Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program within the State of Oklahoma; and,

WHEREAS, the CONTRACTOR is an approved subrecipient of Federal Fiscal (FY) 2020, 2021, or 2022 FTA funds for the purchasing of replacement vehicles and associated equipment related to the FTA Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Grant Program; and,

WHEREAS, the Capital Item(s) purchased under this Agreement will be used within the scope of the CONTRACTOR'S Section 5310 Program; and,

WHEREAS, the DEPARTMENT is charged with the duty of administering and coordinating the approved program with the subrecipient agency, it is therefore deemed necessary to enter into an Agreement with the subrecipient agency for the procurement of requires buses and associated equipment to enable them to continue to provide transportation in designated areas.

NOW THEREFORE, for and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

SECTION 1: PURPOSE OF AGREEMENT

The purpose of this Agreement is to state the terms, conditions and mutual understanding of the parties as to the manner in which the CONTRACTOR will purchase and use replacement vehicles, expansion vehicles and associated equipment for their programs as outlined by the FTA Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities program and to more specifically identified and stated within in the Program Application, see "EXHIBIT 2" which is attached hereto and incorporated herewith.

SECTION 2: PROGRAM SCOPE

In addition to the terms and conditions as set forth in this Agreement, the CONTRACTOR will undertake and complete the program as specified in the program application. The application along with "Assurances" is attached hereto as "EXHIBIT 2" and made part hereto.

SECTION 3: TIME FOR PERFORMANCE

Time is considered of the essence in the performance of the services required by this Agreement and as further defined in the "EXHIBIT B". The CONTRACTOR will be prepared to commence work upon receiving a "Notice to Proceed" from the DEPARTMENT and to complete all aspects of the Agreement through the TRANSIT AGENCY with all practicable dispatch, in a sound economical and efficient manner for the duration of the Agreement period, which begins on the first day of the fully executed contract and ends two (2) years from that date. Activities prior to a written notice to proceed from the DEPARTMENT are not eligible for reimbursement unless prior written approval is provided by the DEPARTMENT. Unused grant funding allocation balance at the end of the contractual period will go into a general fund to be reallocated to eligible subrecipients.

It is understood and agreed between the parties hereto that the DEPARTMENT is receiving FTA funding which may be subject to certain funding restrictions which prevent the DEPARTMENT from making a commitment that obligates the DEPARTMENT to pay any funds beyond the aforementioned Agreement period.

The DEPARTMENT will initiate the closeout of this agreement within (ninety) 90 days after all funds are expended, all work activities for the project are completed, or at the end of the agreement period as defined.

Subsequent to the reevaluation of this Agreement, the parties hereto may, by supplemental Agreement, extend the contracted services at the discretion of the DEPARTMENT. Any supplemental Agreement shall provide for such amendments to the terms of this Agreement as are required and shall be executed with the same formality as this Agreement.

SECTION 4: COMPENSATION

This Agreement is subject to a federal aid financial assistance agreement between the DEPARTMENT and the US Department of Transportation. It is mutually understood the DEPARTMENT is performing an administrative function as an agent of the Federal government under the FTA Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities program. No State funds are available for use by the CONTRACTOR for cost overruns or any item set forth in this Agreement.

SECTION 5: COST OF PROGRAM

The total 2022 program year amount of available funds will not to exceed **\$144,160.00 (ONE HUNDRED FORTY-FOUR THOUSAND ONE HUNDRED SIXTY DOLLARS)**. Reimbursement for procurement performed under this Agreement will be based on actual accountable eligible costs incurred by the TRANSIT AGENCY with a maximum federal participation as follows:

Eighty five percent (85%) for capital acquisitions of vehicle and related equipment required to meet the Americans with Disabilities Act of 1990 or the Clean Air Act for Capital Program expenditures and eighty percent (80%) for capital expenditures as defined by (FTA Circular C, 5100.1), as amended. Costs shall not exceed limits set by State law and shall conform to the U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 C.F.R. part 200. Private "For-Profit" entities may obtain indirect cost rates from the Defense Contract Audit Agency (DCAA) web-site at: <http://www.dcaa.mil>, and;

The CONTRACTOR shall initiate and complete all actions necessary to provide its share of the Program costs at, or prior to, the time that such funds are needed to meet program costs.

The CONTRACTOR further agrees that no refund or reduction of the local share amount so provided will be made unless a proportional amount of the federal share is made to the State at the same time.

The DEPARTMENT will make reimbursement payments from any eligible FTA award based upon properly prepared and executed claim forms provided by the DEPARTMENT. All claims shall be accompanied by the vehicle invoice(s) and associated equipment invoice(s) tabulating all costs by classification showing expenses and totals, along with all necessary supporting documentation. Claims must to be submitted within fourteen (14) calendar days from the time of vehicle(s) possession/acceptance from the vehicle Manufacture. No reimbursement will be made for claims incurred outside of this contract period, unless approved by the DEPARTMENT. The CONTRACTOR shall be responsible for ineligible expenses as defined by FTA and the DEPARTMENT.

SECTION 6: GOVERNING RULES AND REGULATIONS

The CONTRACTOR and its subcontractors shall comply with all Federal, State and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any court or administrative bodies or tribunals in any nature affecting the performance of this Agreement, including, but not limited to: all allocable provisions as out lined in FTA Master Agreement (latest addition), workman's compensation laws, minimum and maximum salary and wage statutes and regulations. When required, The CONTRACTOR shall furnish the DEPARTMENT with satisfactory proof of its compliance therewith.

DEPARTMENT Administrative Order No. B-310-1-(1), or any revision or replacement thereof, shall be the governing regulation for all in-state and out-of-state travel. All out-of-

state travel associated with the UPWP and payable under this Agreement must have the written approval of the CONTRACTOR Executive Director. A copy of the approved travel voucher must be sent to the DEPARTMENT, for information, prior to actual travel. Reimbursement claims for travel expenses: transportation, lodging, per diem and other miscellaneous expenses, shall not exceed the maximum allowed for State agencies under Oklahoma law. All out-of-state travel must be approved by the DEPARTMENT prior to departure.

SECTION 7: PROGRAM EQUIPMENT PROCUREMENT

All TRANSIT AGENCY vehicles and associated equipment financed in whole or in part pursuant to this Agreement shall be purchased by, and in the name of, the CONTRACTOR in accordance with applicable State law and standards set forth in the U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 C.F.R. part 200 and FTA Circular 4220.1, as amended. TRANSIT AGENCY equipment shall be purchased in conformity with the approved program budget, and stated within in the program Application, hereto attached as contained within "EXHIBIT 2".

The CONTRACTOR will be required, unless otherwise authorized in writing by the DEPARTMENT, to utilize the Department of Central Services, State Purchasing Division for procurement of vehicles and other TRANSIT AGENCY equipment with the exception of "Start Up" costs for items such as vehicle signage, tax, title and miscellaneous items costing ONE HUNDRED DOLLARS (\$100.00) or less. Unauthorized procurements **will not** be reimbursed by the DEPARTMENT. Bid specifications will be developed by the DEPARTMENT for various types of vehicles and other equipment as requested.

Revenue CONTRACTS involving FTA funded facilities or assets.

Examples Include:

- 1) Advertising on buses,
- 2) At bus shelters, or
- 3) At transit centers)

These must be awarded on a competitive basis, and income derived from such CONTRACTS must be used to offset program costs approved by the DEPARTMENT.

All PROGRAM equipment, materials and services financed in whole or in part pursuant to this agreement shall be purchased by, and in the name of, the CONTRACTOR in accordance with applicable State law and standards set forth in standards set forth in the U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 C.F.R. part 200 and (FTA Circular 4220.1F, as amended). PROGRAM equipment, materials and services shall be purchased in conformity with the latest approved PROGRAM budget, and stated within in the PROGRAM Application, hereto attached as contained within "EXHIBIT 2".

When a CONTRACTOR has contracted out a portion of its federally funded operation or has passed through funding to a subcontractor competitive procurement requirements shall apply to the CONTRACTOR and/or subcontractor activities. In such circumstances, the procurement process of the CONTRACTOR/subcontractor should meet all state and federal (see FTA Master Agreement as amended) requirements, including Buy America, suspension/debarment, and lobbying requirements. Furthermore, ODOT will maintain

complete oversight to ensure CONTRACTOR/subcontractor compliance. This requires written procurement procedures, overseeing selected procurement processes, and auditing the CONTRACTOR/ subcontractor as ODOT deems necessary.

SECTION 8: USE AND DISPOSAL OF PROPERTY

PROGRAM vehicles shall be used for the provision of public transportation services as stated within in the PROGRAM Application, hereto attached as described in "EXHIBIT 2" for the duration of its useful life. The CONTRACTOR must obtain written approval from ODOT in any situation where contemplated use of PROGRAM vehicles is different from that described in the PROGRAM Application or if PROGRAM service is to be discontinued.

In the event that any program facility or equipment is used in an improper manner or is used for any unapproved activity, the CONTRACTOR shall be in default of this Agreement and shall be subject to forfeiture of further financial assistance and may be required to reimburse Federal funds used to purchase said equipment and the Federal funds used for related expenses.

In the event the CONTRACTOR terminates the TRANSIT AGENCY or decides not to continue the TRANSIT AGENCY into a subsequent year, the procedures as set out within the DEPARTMENT's State Management Plan (SMP) for Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities program funds, regardless of its age or condition.

The disposal of all capital assets must be conducted through a public auction. The CONTRACTOR shall use the Department of Central Services Surplus Auction process, or a public auction.

It is hereby understood by the parties hereto that the FTA shall maintain an eighty five percent (85%) equity through perpetuity in the real property purchased under this Agreement. In the event the CONTRACTOR should wish to sell said properties, they may be disposed of only under the provisions as set forth in (Title 69 Okla. § 1001 and further described above), and FTA'S 85% equity of such sale proceeds shall be reimbursed to FTA.

SECTION 8: INSURANCE AND MAINTENANCE REQUIREMENTS:

The CONTRACTOR shall secure and maintain liability, collision, and comprehensive insurance policies for all transit vehicles in compliance with federal and State law as set forth in the State Management Plan (SMP).

The CONTRACTOR is required to submit proof of insurance on all active revenue rolling stock vehicles within their grant application before the submission of a claim for reimbursement.

At a minimum, the CONTRACTOR agrees to comply with the insurance requirements normally imposed by its state and local laws, regulations, and ordinances, except to the extent that the Federal Government determines otherwise in writing.

Flood Insurance - The CONTRACTOR agrees to have flood insurance as required by the Flood Disaster Protection Act of 1973, 42 U.S.C. § 4012a(a), for any building located in a

special flood hazard area (100-year flood zone), before receiving federal assistance to acquire, construct, reconstruct, repair, or improve that building. Additionally, the building and its contents must be covered by flood insurance in an amount at least equal to the federal investment (less estimated land cost) or equal to the maximum limit of coverage made available with respect to the particular type of property under the National Flood Insurance Act of 1968. Current limits are \$500,000 per building and \$500,000 for the contents of each building.

FTA has defined building and contents coverage in its Emergency Relief rule, 49 CFR part 602, as follows:

Building - For insurance purposes, a structure with two or more outside rigid walls and a fully secured roof, that is affixed to a permanent site. This includes manufactured or modular office trailers that are built on a permanent chassis, transported to a site in one or more sections, and *affixed to a permanent foundation*.

Contents coverage - For insurance purposes, contents are personal property within a building, including fixtures, machinery, equipment and supplies. In addition to the costs to repair or replace, contents insurance coverage shall include the cost of debris removal and the reasonable cost of removal of contents to minimize damage.

Minimum Insurance - The CONTRACTOR must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with federal assistance as provided to property owned by the recipient.

Insurance Proceeds - If the CONTRACTOR receives insurance proceeds when federally assisted property has been lost or damaged by fire, casualty, or natural disaster, the recipient agrees to: (a) Apply those proceeds to the cost of replacing the federally assisted property that is damaged, destroyed, or taken out of service (listed on the preceding pages are two examples of the application of insurance proceeds); or (b) Return to FTA an amount equal to the remaining federal interest in the federally assisted property that is lost, damaged, or destroyed.

Federal Interest - The federal interest is not dependent on the extent of insurance coverage or on the insurance adjustment received.

Flood Risk Management - All FTA recipients receiving funding for infrastructure projects of facilities are required to follow E.O. 11988, as amended by E.O. 13690, which includes assessment of flood risk associated with proposed projects in floodplains.

The CONTRACTOR shall submit to the DEPARTMENT, an equipment maintenance plan and facilities maintenance plan for all FTA funded equipment, vehicles and facilities at the beginning of each program year. The CONTRACTOR hereby certifies that the TRANSIT AGENCY equipment, vehicles and facilities are being used in accordance to the terms of this Agreement and that no part of the local contribution to the cost of the TRANSIT AGENCY has been refunded or reduced.

The CONTRACTOR further agrees that all FTA funded equipment, vehicles and facilities are at a high standard of cleanliness, and operationally safe and sound. For all equipment under warranty, the CONTRACTOR certifies that there is a system in place for identifying warranty claims, record claims, and enforcing claims against manufactures.

The DEPARTMENT shall have the right to conduct periodic inspections for the purpose of confirming proper maintenance pursuant to this Section.

SECTION 10: RECORDS AND REPORTS

The CONTRACTOR hereby certifies that all records shall be maintained in accordance with generally accepted accounting principles and shall conform to the standards set forth in the U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 C.F.R. part 200.

The CONTRACTOR shall advise the DEPARTMENT regarding progress of the TRANSIT AGENCY by submitting reports as the DEPARTMENT may require.

The CONTRACTOR and its subcontractor shall keep satisfactory records with regard to the use of project equipment and submit to the DEPARTMENT, upon request, such information as is required in order to assure compliance with this Agreement.

All records relating to the TRANSIT AGENCY shall be maintained by the CONTRACTOR for three (3) years after final payment from the DEPARTMENT. The CONTRACTOR shall retain, and make available to the DEPARTMENT, financial statements, data, records, contracts, and other documents related to the TRANSIT AGENCY as may be required by the DEPARTMENT.

The DEPARTMENT and the FTA shall be provided proper facilities for review and inspection of the work provided herein and shall at all reasonable times have access to the premises and to all books, records, correspondence, instructions, receipts, vouchers and memoranda pertaining to the TRANSIT AGENCY.

The TRANSIT AGENCY shall provide to the DEPARTMENT monthly reports of expenditures, by work items and a narrative discussion of accomplishments on work program items. Reports shall be submitted in such form as may be specified by the DEPARTMENT.

All information, reports, proposals, brochures, summaries, written conclusions, graphic presentations and similar materials developed by TRANSIT AGENCY and/or its consultants and financed in whole or in part by the DEPARTMENT, shall be submitted to the participants for review and concurrence and shall have the approval of the appropriate study committee prior to its public release, presentation, dissemination, publication, or other distribution. The distribution of such information and reports, whether draft or final and including the UPWP, to any unit of FTA shall be made directly in writing provided the same is sent to the DEPARTMENT's Office of Mobility & Public Transit Division at the same time.

SECTION 11: AUDIT AND ACCESS TO RECORDS

The CONTRACTOR hereby certifies that all records shall be maintained in accordance with generally accepted accounting principles and shall conform to the standards set forth in the U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 C.F.R. part 200.

The CONTRACTOR shall permit representatives of the DEPARTMENT, FTA, State Auditor and Inspector, or the US Comptroller General's office to inspect and audit the books, documents, papers and records of the TRANSIT AGENCY which are directly pertinent to

this agreement for the purposes of making audits, examinations, excerpts and transcriptions.

The CONTRACTOR agrees that as required under 49 U.S.C. § 5325(g) and 49 C.F.R. § 18.36(i)(10), to provide sufficient access to inspect and audit records and information pertaining to this Agreement, for a minimum of three years after services are rendered.

As part of this Agreement, The CONTRACTOR agrees to provide the DEPARTMENT with a Single Audit performed in accordance to the audit requirements set forth in the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507) and as further amended by U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 C.F.R. part 200. The Single Audit shall be performed by an independent auditor in accordance with generally accepted government auditing standards covering financial audits.

SECTION 12: INSPECTION OF WORK

The DEPARTMENT shall be accorded proper facilities for review and inspection of the work hereunder and shall at all reasonable times have access to the premises, to all reports, books, records, correspondence, instructions, receipts, vouchers, memoranda and any other materials of every description, which the DEPARTMENT considers pertinent to the work hereunder. The parties will fully inform each other in the event of any review and inspection of work specified hereunder by other than party representatives. The DEPARTMENT shall maintain the responsibility of review and concurrence in all techniques and methodology utilized in this study.

SECTION 13: OWNERSHIP OF DATA

All reports published by the State or the CONTRACTOR as a result of the TRANSIT AGENCY shall contain an acknowledgment as follows:

"Prepared in cooperation with the US Department of Transportation, Federal Transit Administration and the Oklahoma Department of Transportation".

Further, for reports prepared for distribution to the public, a disclaimer statement as follows will be included:

"The contents of this report reflect the views of the City of Sallisaw that are responsible for the facts and the accuracy of the data presented herein. The contents do not necessarily reflect official views or policies of the Oklahoma Department of Transportation or the Federal Transit Administration."

The CONTRACTOR is free to copyright material developed under the TRANSIT AGENCY with the provision that the DEPARTMENT and the US Department of Transportation reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use the work.

SECTION 14: CHANGES AND MODIFICATIONS

No changes or modifications in the manner, scope or type of work to be performed hereunder or the compensation to be paid by the DEPARTMENT hereunder shall be effective unless reduced to writing and executed by the parties with the same formalities as are observed in this Agreement.

SECTION 15: GOVERNING RULES AND REGULATIONS

The CONTRACTOR and its subcontractors shall comply with all Federal, State and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any court or administrative bodies or tribunals in any nature affecting the performance of this Agreement, including workman's compensation laws, minimum and maximum salary and wage statutes and regulations. When required, the CONTRACTOR shall furnish the DEPARTMENT with satisfactory proof of its compliance therewith.

DEPARTMENT Administrative Order No. B-310-1-(1), or any revision or replacement thereof, shall be the governing regulation for all in-state and out-of-state travel. Reimbursement for travel shall not exceed the limits as set forth within the aforementioned document. All out-of-state travel must be preapproved by the DEPARTMENT prior to departure.

SECTION 16: EQUIPMENT COMPLIANCE

The CONTRACTOR shall certify to the DEPARTMENT that all vehicles purchased or otherwise obtained for use by the TRANSIT AGENCY complies with all Federal Motor Vehicle Pollution requirements and the Motor Vehicle Safety Standards as established by the US Department of Transportation.

SECTION 17: COVENANT AGAINST CONTINGENT FEES

The CONTRACTOR warrants that it has not employed or retained any company or person specifically to solicit or secure this Agreement, and that it has not paid or agreed to pay any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty the DEPARTMENT shall have the right to annul this Agreement without liability, or at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

SECTION 18: SECTION 504 - REHABILITATION ACT OF 1973

The CONTRACTOR shall comply with the requirements imposed by Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794d) and the regulations of the US DEPARTMENT OF TRANSPORTATION issued thereunder (49 C.F.R. part 27) as amended. Services must be provided to elderly and persons with disabilities which are reasonable by comparison with the service provided to the general public.

SECTION 19: CERTIFICATE OF ELIGIBILITY

US Department of Transportation regulations (49 C.F.R. part 29) require that all contractors and consultant contractors execute a "Certificate of Eligibility" which is attached hereto as Attachment "C" and by reference incorporated herein and made a part hereof.

SECTION 20: CHARTER BUS REQUIREMENTS

The CONTRACTOR agrees to comply with all of the following:
To the extent required by federal law and regulations, FTA's "Charter Service" requirements apply to the CONTRACTOR and any third party participant receiving funds

made available through 49 U.S.C 53 and 23 U.S.C. §133 or 23 U.S.C. §142. Applicants for assistance under 49 U.S.C. Chapter 53 will not be in violation of charter service regulations if the recipient provides a private intercity or charter transportation operator reasonable access to the recipient's federally funded public transportation facility, intermodal facility, park and ride lots, and bus-only highway lanes as specified in 49 U.S.C. § 5323(r) as amended by the FAST Act.

The CONTRACTOR and any third party agree not to engage in charter services except as permitted under 49 U.S.C. § 5323(d) and 49 C.F.R. part 604 and approved by the DEPARTMENT.

SECTION 21: SCHOOL BUS REQUIREMENTS

Pursuant to 49 U.S.C. § 5323(f) or (g) and 49 C.F.R. part 605, recipients nor any of their Third Party participants receiving FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

SECTION 22: USE OF REAL PROPERTY, EQUIPMENTS, AND SUPPLIES

The CONTRACTOR agrees that the Federal Government retains a federal interest in all real property, equipment, and supplies acquired or improved for use in connection with a project (project property) until, and to the extent that, the Federal Government removes its federal interest.

- A. FTA Requirements and Guidance for Use of Project Property - The CONTRACTOR agrees that:
- (1) Satisfactory Continuing Control - It will maintain continuing control of the use of its project property as satisfactory to FTA, which is defined as the legal assurance that project property will remain available to be used for its originally authorized purpose throughout its useful life or until disposition.
 - (2) Appropriate Use - It will use its project property for appropriate purposes (including joint development purposes as well as uses that provide program income to support public transportation) for the duration of the useful life of its project property, which may extend beyond the duration of the Award, and consistent with other requirements FTA may impose.
 - (3) Delay or Failure to Use Project Property - The Federal Government may require it to return the entire amount of federal assistance spent on its project property if, during the useful life of its project property, the Recipient has unreasonably delayed using its project property, or failed to use its project property.
 - (4) Notification - It will notify FTA immediately when it uses any of its project property in a manner substantially different from the representations in its Application or other documents submitted in support of the Award, or the requirements of the accompanying Underlying Agreement, or it withdraws any of its project property from appropriate use.
 - (5) FTA Guidance - It will consult FTA guidance through its circulars or other written documents for ways in which FTA property requirements should be implemented. FTA guidance will apply unless FTA determines otherwise in writing.

- B. General Federal Requirements - The CONTRACTOR agrees to comply with the applicable U.S. DOT property management provisions contained in the U.S. DOT Common Rules and this Master Agreement. The CONTRACTOR also agrees that it will follow FTA's reimbursement provisions pertaining to premature dispositions of certain equipment, as provided in this Master Agreement and FTA guidance.
- C. Maintenance - As provided under federal laws, regulations, and requirements, and as provided in federal guidance, the CONTRACTOR agrees to maintain its project property in good operating order, and comply with FTA's Transit Asset Management Program regulations when promulgated pursuant to 49 U.S.C. § 5326.
- D. Property Records - The CONTRACTOR agrees that it will keep satisfactory records of its use of its project property, and, upon request, it will provide FTA the necessary information required to assure compliance with this Master Agreement.
- E. Incidental Use
- (1) The CONTRACTOR agrees that any incidental use of project property will not exceed what is permitted under applicable federal requirements and federal guidance.
 - (2) As provided in 49 U.S.C. § 5323(p), it may permit nontransit public entities and private entities to have incidental use of its federally assisted alternative fueling facilities and equipment, only if:
 - (a) The incidental use does not interfere with public transportation operations or violate the provisions of the Underlying Agreement and any Amendments thereto,
 - (b) It fully recaptures all the costs related to the incidental use from any nontransit public entity or private entity that uses the alternative fueling facilities or equipment,
 - (c) It uses revenues it receives from the incidental use in excess of costs for planning, capital, and operating expenses that are incurred in providing public transportation, and
 - (d) Private entities pay all applicable excise taxes on fuel.
- F. Reasonable Access for Private Intercity or Charter Transportation Operators - The CONTRACTOR agrees that it must comply with 49 U.S.C. § 5323(r), and may not deny reasonable access for a private intercity or charter transportation operator to federally funded public transportation facilities, including intermodal facilities, park and ride lots, and bus-only highway lanes. In determining reasonable access, capacity requirements of the Recipient of assistance and the extent to which access would be detrimental to existing public transportation services must be considered.
- G. Encumbrance of Project Property - Absent the express consent of the Federal Government in writing, the CONTRACTOR agrees to preserve the federal interest in its project property, and to maintain satisfactory continuing control of its project property as follows:
- (1) *Written Transactions* - The CONTRACTOR agrees that it will not execute any documents that would either adversely affect the federal interest in or impair its continuing control of the use of its project property including, but not limited to, lease, transfer of title, lien, pledge, mortgage, encumbrance, third party contract, subagreement, grant anticipation note, alienation, innovative finance arrangements, such as a cross-border or leveraged lease, or other types of innovative financing arrangements, or any restriction, constraint, or commitment that may apply to the

project property. Upon request, the CONTRACTOR will provide a copy of any document described above to FTA.

(2) *Oral Transactions* - The CONTRACTOR agrees it will not obligate itself in any way through an oral statement to any third party with respect to its project property that would either adversely affect the federal interest in or impair its continuing control of the use of its project property.

(3) *Other Actions* - The CONTRACTOR agrees that it will not take any other action that would either adversely affect the federal interest in or impair its continuing control of the use of its project property.

H. Useful Life of Project Property - The CONTRACTOR agrees that:

(1) *Determining the Useful Life* - FTA may establish the useful life of project property,

(2) *Required Use* - It will use its project property continuously and appropriately throughout the useful life of that property,

(3) *Expired Useful Life*. When the useful life of its project property has expired, it will comply with FTA's disposition requirements, and

(4) *Premature Withdrawal* - The Federal Government retains a federal interest in the fair market value of project property (including project equipment acquired by a state) prematurely withdrawn from public transportation use. The CONTRACTOR will notify FTA immediately when any of its project property is prematurely withdrawn from appropriate use, whether by planned withdrawal, misuse, or casualty loss.

(a) Amount of Federal Interest. The federal interest in the CONTRACTOR's or any of its Subrecipients' project property will be determined on the basis of the ratio of the federal assistance provided for that property to the actual cost of that property.

(b) Financial Commitments to the Federal Government. Except as otherwise approved in writing by the Federal Government, the CONTRACTOR agrees that if its project property is prematurely withdrawn from appropriate use:

1. It will return an amount equal to the remaining federal interest in the withdrawn property to the Federal Government, or

2. With FTA approval, it will invest an amount equal to the remaining federal interest in the withdrawn property in other transit property eligible for federal assistance provided through the Underlying Agreement.

I. Calculating the Value of Prematurely Withdrawn Project Property - CONTRACTOR agrees that the fair market value of project property prematurely withdrawn from use in support of the Award (including the fair market value of project equipment acquired or improved by a state) will be calculated as follows:

(1) *Equipment and Supplies*. The fair market value of project equipment or supplies will be calculated by straight-line depreciation, based on the useful life of that equipment or supplies as established or approved by FTA. The fair market value of the project equipment and supplies withdrawn from proper use will be based on the value of that property immediately before it was withdrawn from appropriate use irrespective of whether the project property was withdrawn from use due to fire, casualty, or natural disaster, and irrespective of the extent of insurance coverage.

(2) *Real Property*. The CONTRACTOR agrees that the fair market value of project real property shall be determined by:

(a) Competent appraisal based on an appropriate date as approved by FTA, consistent with U.S. DOT regulations, "Uniform Relocation Assistance and Real

Property Acquisition for Federal and Federally-Assisted Programs,” 49 C.F.R. part 24,

(b) Straight line depreciation of improvements to the project real property coupled with the value of the land determined by FTA on the basis of appraisal, or

(c) Other applicable federal laws, regulations, requirements.

(3) **Exceptional Circumstances.** The CONTRACTOR agrees that the Federal Government may require another method of valuation to be used to determine the fair market value of project real property withdrawn from service. In unusual circumstances, the CONTRACTOR may request permission to use another reasonable valuation method including, but not limited to accelerated depreciation, comparable sales, or established market values.

J. **Insurance Proceeds** - The CONTRACTOR agrees to use any insurance proceeds it receives for project property that has been damaged or destroyed (including insurance proceeds for project equipment acquired or improved by a state) as follows:

(1) *Replacement* - It may apply those insurance proceeds to the cost of replacing that damaged or destroyed property,

(2) *Another Purpose* - It may use those insurance proceeds for another authorized purpose, provided that it has obtained FTA's consent in writing, or

(3) *Return to the Federal Government* - It may return to the Federal Government an amount equal to the amount of the remaining federal interest in that property that has been damaged or destroyed.

K. **Misused or Damaged Project Property** - If any damage to project property results from abuse or misuse occurring with the CONTRACTOR's knowledge and consent, the CONTRACTOR agrees to restore the project property that has been damaged to its original condition, or refund the value of the federal interest in its project property (including the remaining federal interest in project equipment acquired by a state), as the Federal Government may require.

L. **Disposition of Project Property** - The CONTRACTOR agrees that disposition of its project property may be made as provided by FTA's enabling legislation, 49 U.S.C. § 5334(h), U.S. DOT Common Rules, and the most recent edition of FTA Circular 5010.1, "Grants Management Requirements," to the extent consistent with applicable federal laws, regulations, requirements, and guidance. The CONTRACTOR understands and agrees that under certain circumstances, the CONTRACTOR must obtain disposition instructions from FTA before disposing of project property, including real property, equipment including rolling stock, and supplies.

M. **Responsibilities After Closeout** - The CONTRACTOR agrees that closeout of the Award will not change the CONTRACTOR's property management responsibilities for its project property as provided in federal laws, regulations, requirements, and guidance effective now or at a later date, and as outline in FTA's Master Agreement as amended.

SECTION 23: TRANSIT ASSET MANAGEMENT

The CONTRACTOR agrees to develop a Transit Asset Management Plan that complies with federal transit laws, specifically 49 U.S.C. § 5326 and 5337(a)(4), federal regulations pertaining to the Transit Asset Management Program regulations, Performance Measures and Targets required to be issued by 49 U.S.C. § 5326(c)(1), and other applicable federal

laws, regulations, and requirements, and is consistent with federal guidance developed or to be developed that implements 49 U.S.C. § 5326.

- A. When Compliance is Required - The CONTRACTOR agrees to, and assures that each Third Party Participant will comply with FTA's Transit Asset Management Program regulations when issued and follow federal guidance issued that implements transit asset management system provisions of 49 U.S.C. § 5326.

SECTION 24: PROPERTY INSURANCE

- A. Flood Insurance - The CONTRACTOR agrees and assures that its third party participants will agree as follows:
- (1) It will have flood insurance as required by the Flood Disaster Protection Act of 1973, 42 U.S.C. § 4012a(a), for any building located in a special flood hazard area (100-year flood zone), before accessing federal assistance to acquire, construct, reconstruct, repair, or improve that building).
 - (2) Each such building and its contents will be covered by flood insurance in an amount at least equal to the federal investment (less estimated land cost) or to the maximum limit of coverage made available with respect to the particular type of property under the National Flood Insurance Act of 1968, 42 U.S.C. § 4001 *et seq.*, whichever is less.
- B. Other Insurance Requirements - It will comply with the insurance requirements normally imposed by its state and local laws, regulations, and ordinances.

SECTION 25: RELOCATION AND REAL PROPERTY

- A. Relocation Protections - Irrespective of whether federal assistance is used to pay relocation costs required under federal laws and regulations, the CONTRACTOR agrees that it will:
- (1) Provide fair and equitable treatment to displaced individuals and businesses that must be relocated as a result of any Project for which the FTA has provided federal assistance, and
 - (2) Comply with federal transit laws, specifically 49 U.S.C. § 5323(b), which requires compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. § 4601 *et seq.*, and U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs," 49 C.F.R. part 24.
- B. Nondiscrimination in Housing - The CONTRACTOR agrees that when it must provide housing for individuals as a result of relocation, it will comply with Title VIII of the Civil Rights Act of 1968, as amended, 42 U.S.C. § 3601 *et seq.*, and facilitate and follow Executive Order No. 12892, "Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing," January 17, 1994, 42 U.S.C. § 3608 note, except as the Federal Government determines otherwise in writing.
- C. Prohibition Against the Use of Lead-Based Paint - The CONTRACTOR agrees that if it constructs or rehabilitates residential structures on behalf of individuals displaced by its any Project, it will not use lead-based paint, and it will comply with Section 401(b) of the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. § 4831(b), and U.S. Housing

and Urban Development regulations, "Lead-based Paint Poisoning Prevention in Certain Residential Structures," 24 C.F.R. part 35.

- D. Real Property Acquisition Protections - Irrespective of whether federal assistance is used to pay real property acquisition costs required to implement the Award, the CONTRACTOR agrees that it will provide fair and equitable treatment to owners of real property or interests in real property that must be acquired as a result of any Project, and comply with federal transit laws, specifically 49 U.S.C. § 5323(b), which requires compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. § 4601 *et seq.*, and U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs," 49 C.F.R. part 24.
- E. Covenant Against Discrimination - The CONTRACTOR agrees to include a covenant in the title of the real property acquired for use in any Project that assures nondiscrimination during the useful life of that real property.
- F. Recording the Title to Real Property - The CONTRACTOR agrees to record the federal interest in the title to real property used in connection with any Project if FTA so requires.
- G. FTA Approval of Changes in Real Property Ownership - Unless it receives permission or instructions from FTA, the CONTRACTOR agrees that it will not dispose of, modify the use of, or change the title to real property used in any Project, or any other interests in the site and facilities used in any Project.

SECTION 26: CONSTRUCTION

- A. Construction Plans and Specifications - The CONTRACTOR agrees to comply with all applicable statutes, regulations, and FTA guidance in the development and implementation of construction plans and specifications, including drafting, review, and approval, for the Award.
- B. Seismic Safety - The CONTRACTOR agrees to comply with the Earthquake Hazards Reduction Act of 1977, as amended, 42 U.S.C. § 7701 *et seq.*, and U.S. DOT regulations, "Seismic Safety," 49 C.F.R. part 41, specifically, 49 C.F.R. § 41.117.
- C. Supervision of Construction - The CONTRACTOR agrees to maintain competent and adequate engineering supervision at the construction site of any Project to ensure that the completed work conforms to the approved plans and specifications.
- D. Construction Reports - For any Project or related activities involving construction, the CONTRACTOR agrees to provide progress reports and other relevant information or data, as required by FTA or the state in which construction takes place.
- E. Major Capital Investment Projects - If the CONTRACTOR's Project involves a Major Federal Project, it agrees to comply with all applicable federal regulations, including FTA Regulations, "Major Capital Investment Projects," 49 C.F.R. part 611, and "Project Management Oversight," 49 C.F.R. part 633, to the extent that they are consistent with applicable FTA enabling legislation, and follow all applicable federal guidance.

SECTION 27: EMPLOYEE PROTECTIONS

- A. Awards Involving Construction - The CONTRACTOR agrees to comply and assures that each Third Party Participant will comply with all federal laws, regulations, and requirements providing protections for construction employees involved in each Project or related activities with federal assistance provided through the Underlying Agreement, including the:
- (1) Prevailing Wage Requirements of:
 - (a) Federal transit laws, specifically 49 U.S.C. § 5333(a), (FTA's "Davis-Bacon Related Act"),
 - (b) The Davis-Bacon Act, 40 U.S.C. §§ 3141 – 3144, 3146, and 3147, and
 - (c) U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.
 - (2) Wage and Hour Requirements of:
 - (a) Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3702, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and
 - (b) U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.
 - (3) "Anti-Kickback" Prohibitions of:
 - (a) Section 1 of the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. § 874,
 - (b) Section 2 of the Copeland "Anti-Kickback" Act, as amended, 40 U.S.C. § 3145,
 - (c) U.S. DOL regulations, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States," 29 C.F.R. part 3.
 - (4) Construction Site Safety of:
 - (a) Section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3704, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and
 - (b) U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. part 1926.
- B. Awards Not Involving Construction - The CONTRACTOR agrees to comply and assures that each Third Party Participant will comply with all federal laws, regulations, and requirements providing wage and hour protections for nonconstruction employees, including Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3702, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.
- C. Awards Involving Commerce - The CONTRACTOR agrees to comply and assures that each Third Party Participant will comply with the Fair Labor Standards Act (FLSA), 29 U.S.C. § 201 et seq. to the extent that the FLSA applies to employees

performing work with federal assistance provided through the Underlying Agreement involving commerce, and as the Federal Government otherwise determines applicable.

- D. Public Transportation Employee Protective Arrangements - As a condition of award of federal assistance appropriated or made available for FTA programs involving public transportation operations, the CONTRACTOR agrees to comply and assures that each Third Party Participant will comply with the following employee protective arrangements of 49 U.S.C. § 5333(b) must be in effect:
- (1) U.S. DOL Certification. When its Award, the accompanying Underlying Agreement, or any Amendments thereto involve public transportation operations and are supported with federal assistance appropriated or made available for 49 U.S.C. §§ 5307-5312, 5316, 5318, 5323(a)(1), 5323(b), 5323(d), 5328, 5337, 5338(b), or 5339, or former 49 U.S.C. §§ 5308, 5309, 5312, or other provisions of law as required by the Federal Government, U.S. DOL must provide a certification of employee protective arrangements before FTA may provide federal assistance for that Award. The CONTRACTOR agrees that the certification issued by U.S. DOL is a condition of the Underlying Agreement and that the CONTRACTOR must comply with its the terms and conditions.
 - (2) Special Warranty. When its Underlying Agreement involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The CONTRACTOR agrees that U.S. DOL Special Warranty is a condition of the Underlying Agreement and the CONTRACTOR must comply with its terms and conditions.
 - (3) Special Arrangements for Underlying Agreements for Federal Assistance Authorized under 49 U.S.C. § 5310. The CONTRACTOR agrees, and assures that any Third Party Participant providing public transportation operations will agree, that although pursuant to 49 U.S.C. § 5310, and former 49 U.S.C. §§ 5310 or 5317, FTA has determined that it was not "necessary or appropriate" to apply the conditions of 49 U.S.C. § 5333(b) to any Subrecipient participating in the program to provide public transportation for seniors (elderly individuals) and individuals with disabilities, FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate.

SECTION 28: BUY AMERICA

The CONTRACTOR agrees to comply with FTA's U.S. domestic preference requirements and follow federal guidelines including but not limited to domestic preference procurement requirements under 49 U.S.C. § 5323(j) and 49 C.F.R. part 661 in accordance with the requirements of the FAST ACT.

SECTION 29: ENERGY CONSERVATION REQUIREMENTS

The CONTRACTOR agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

SECTION 30: CLEAN AIR AND WATER REQUIREMENTS

The CONTRACTOR agrees to include adequate provisions in each third party agreement exceeding \$100,000 to ensure that each Third Party Participant will agree to report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities" and refrain from using any violating facilities.

The CONTRACTOR agrees to report violations to FTA and the Regional U.S. EPA Office and comply with the inspection and requirements of Section 206 of the Clean Air Act, as amended, 42 U.S.C. § 7606, and as amended 42 U.S.C. §§ 7401-7671q; Section 508 of the Clean Water Act, as amended, 33 U.S.C. § 1368 and as amended 33 U.S.C. §§ 1251-1377.

SECTION 31: LOBBYING

The CONTRACTOR certifies compliance with the Anti-Lobbying Certification and Disclosure of Lobbying Activities for third party contractors as mandated by 31 U.S.C. § 1352, as amended, of the Lobbying Disclosure Act of 1995. The CONTRACTOR also certifies that it will file, as "Attachment A" to this Agreement, the "Certification Regarding Lobbying", as required by U.S. Department of Transportation (DOT) implementing regulation, "New Restrictions on Lobbying," at 49 C.F.R. part 20; more specifically Section 20.110.

SECTION 32: FEDERAL CHANGES

The CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the DEPARTMENT and FTA, as they may be amended or promulgated from time to time during the term of this agreement. The CONTRACTOR's failure to comply shall constitute a material breach of this Agreement.

SECTION 33: NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The CONTRACTOR agrees to submit all third party agreements to the DEPARTMENT for review prior to execution of agreement. A copy of the final executed agreement will be provided to the DEPARTMENT.

The DEPARTMENT and CONTRACTOR acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, that the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the DEPARTMENT, CONTRACTOR, or any other party (whether or not a party to that agreement) pertaining to any matter resulting from the underlying contract.

The CONTRACTOR agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

SECTION 34: PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3802 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR. Part 31; apply to its actions pertaining to this project. Upon execution of the underlying agreement, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the CONTRACTOR to the extent the Federal Government deems appropriate.

The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l)(1) to the extent the Federal Government deems appropriate.

The CONTRACTOR agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

SECTION 35: TERMINATION

- A. For Convenience – the DEPARTMENT may, with the concurrence of FTA, terminate the project and cancel this Agreement by giving thirty (30) days written notice if the continuation of the program would not, in the DEPARTMENT's opinion, produce beneficial results commensurate with the further expenditure of funds.
- B. For Cause – the DEPARTMENT may, by written notice to the CONTRACTOR, terminate this Agreement for any of the following reasons:
 - (1) The CONTRACTOR discontinues providing transportation services to the general public.
 - (2) The CONTRACTOR takes any action pertaining to this Agreement without the approval of the DEPARTMENT and which, under the conditions set by this Agreement, would have required the approval of the DEPARTMENT.
 - (3) The commencement, execution or timely completion of the program by the CONTRACTOR is, for any reason, rendered improbable, impossible or illegal.
 - (4) The CONTRACTOR shall be in default under any provision of this Agreement.
- C. Mutual Agreement - By mutual agreement and consent of the parties hereto this Agreement may be terminated.
- D. Agreement Expiration - Termination of the Section 5339 Program, and the federal funding, will result in the expiration of this Agreement. Upon expiration, the CONTRACTOR shall compile a report describing the operation of the TRANSIT AGENCY and submit same to the DEPARTMENT along with any data necessary for the DEPARTMENT's evaluation. The DEPARTMENT shall pay all claims in full up to

the date of expiration.

SECTION 36: GOVERNMENT WIDE DEBARMENT AND SUSPENSION

The CONTRACTOR agrees to comply, and assures the compliance of each third party contractor and subrecipient, with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations, "Government wide Debarment and Suspension", 49 C.F.R. part 29. The CONTRACTOR will file, as "Attachment B" to this Agreement, the "Certification Regarding Debarment and Suspension", as required.

SECTION 37: PRIVACY ACT

The CONTRACTOR agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. 552a.

The CONTRACTOR agrees to obtain the express consent of the Federal Government before the CONTRACTOR or its employees operate a system of records on behalf of the Federal Government. The CONTRACTOR understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying agreement.

The CONTRACTOR also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

SECTION 38: CIVIL RIGHTS REQUIREMENTS

The CONTRACTOR understands and agrees that it must comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless the CONTRACTOR or a federal program, including the Tribal Transit Program or the Indian Tribal Recipient is specifically exempted from a civil rights statute, FTA and the DEPARTMENT require compliance with that civil rights statute, including compliance with equity in service:

- A. Nondiscrimination in Federal Public Transportation Programs - The CONTRACTOR agrees to, and assures that it and each Third Party Participant, will:
- (1) Prohibit discrimination based on the basis of race, color, religion, national origin, sex, disability, or age.
 - (2) Prohibit the:
 - (a) Exclusion from participation in employment or a business opportunity for reasons identified in 49 U.S.C. § 5332,
 - (b) Denial of program benefits in employment or a business opportunity identified in 49 U.S.C. § 5332, or
 - (c) Discrimination, including discrimination in employment or a business opportunity identified in 49 U.S.C. § 5332.
 - (3) Follow:
 - (a) The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent

- consistent with applicable federal laws, regulations, requirements, and guidance, and other applicable federal guidance that may be issued, but
- (b) FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its Underlying Agreement supported with federal assistance under the Tribal Transit Program.

B. Nondiscrimination – Title VI of the Civil Rights Act - The CONTRACTOR agrees to, and assures that each Third Party Participant, will:

- (1) Prohibit discrimination based on race, color, or national origin,
- (2) Comply with:
 - (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d *et seq.*,
 - (b) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. part 21, and
 - (c) Federal transit law, specifically 49 U.S.C. § 5332, and
- (3) Follow:
 - (a) The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance,
 - (b) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3, and
 - (c) All other applicable federal guidance that may be issued.

C. Equal Employment Opportunity.

- (1) Federal Requirements and Guidance. The CONTRACTOR agrees to, and assures that each Third Party Participant will, prohibit, discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin, and:
 - (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.*,
 - (b) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity" September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs,
 - (c) Comply with federal transit law, specifically 49 U.S.C. § 5332.
 - (d) FTA Circular 4704.1, "Equal Employment Opportunity Program Guidelines for Grant Recipients," July 26, 1988, and
 - (e) Follow other federal guidance pertaining to Equal Employment Opportunity laws, regulations, and requirements, and prohibitions against discrimination on the basis of disability,
- (2) Specifics. The CONTRACTOR agrees to, and assures that each Third Party Participant will:
 - (a) Prohibited Discrimination. As provided by Executive Order No. 11246, as amended by any later Executive Order that amends or supersedes it, and as specified by U.S. Department of Labor regulations, ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their race, color, religion, national origin, disability, age, sexual orientation, gender identity, or status as a parent,
 - (b) Affirmative Action. Take affirmative action that includes, but is not limited to:

1. Recruitment advertising, recruitment, and employment,
2. Rates of pay and other forms of compensation,
3. Selection for training, including apprenticeship, and upgrading, and
4. Transfers, demotions, layoffs, and terminations, but
- (c) Indian Tribe. Recognize that Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer," and
- (3) Equal Employment Opportunity Requirements for Construction Activities. Comply, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), with:
 - (a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and
 - (b) Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note.

D. Disadvantaged Business Enterprise - To the extent authorized by applicable federal laws and regulations, the CONTRACTOR agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Underlying Agreement as follows:

- (1) Statutory and Regulatory Requirements. The CONTRACTOR agrees to comply with:
 - (a) Section 1101(b) of the FAST Act, 23 U.S.C. § 101 note,
 - (b) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. part 26, and
 - (c) Federal transit law, specifically 49 U.S.C. § 5332.
- (2) DBE Program Requirements. A CONTRACTOR that receives planning, capital and/or operating assistance and that will award prime third party contracts exceeding \$250,000 in a federal fiscal year must have a DBE program meeting the requirements of 49 C.F.R. part 26, that is approved by FTA, and establish an annual DBE participation goal.
- (4) Assurance. As required by 49 C.F.R. § 26.13(a):
 - (a) Recipient Assurance. The CONTRACTOR agrees and assures that:
 1. It must not discriminate on the basis of race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted contract, or in the administration of its DBE program or the requirements of 49 C.F.R. part 26,
 2. It must take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted contracts,
 3. Its DBE program, as required under 49 C.F.R. part 26 and as approved by U.S. DOT, is incorporated by reference and made part of the Underlying Agreement, and
 4. Implementation of its DBE program approved by U.S. DOT is a legal obligation and failure to carry out its terms shall be treated as a violation of this Master Agreement.
 - (b) Subrecipient/Third Party Contractor/Third Party Subcontractor Assurance. The CONTRACTOR agrees and assures that it will include the following assurance in each subagreement and third party contract it signs with a

Subrecipient or Third Party Contractor and agrees to obtain the agreement of each of its Subrecipients, Third Party Contractors, and Third Party Subcontractors to include the following assurance in every subagreement and third party contract it signs:

1. The Subrecipient, each Third Party Contractor, and each Third Party Subcontractor must not discriminate on the basis of race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted subagreement, third party contract, and third party subcontract, as applicable, and the administration of its DBE program or the requirements of 49 C.F.R. part 26,

2. The Subrecipient, each Third Party Contractor, and each Third Party Subcontractor must take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted subagreements, third party contracts, and third party subcontracts, as applicable,

3. Failure by the Subrecipient and any of its Third Party Contractors or Third Party Subcontractors to carry out the requirements of this subparagraph 13.d(4)(b) is a material breach of this subagreement, third party contract, or third party subcontract, as applicable, and

4. The following remedies, or such other remedy as the CONTRACTOR deems appropriate, include, but are not limited to, withholding monthly progress payments; assessing sanctions; liquidated damages; and/or disqualifying the Subrecipient, Third Party Contractor, or Third Party Subcontractor from future bidding as non-responsible.

(5) Remedies. Upon notification to the CONTRACTOR of its failure to carry out its approved program, FTA or U.S. DOT may impose sanctions as provided for under 49 C.F.R. part 26, and, in appropriate cases, refer the matter for enforcement under either or both 18 U.S.C. § 1001, and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*

E. Nondiscrimination on the Basis of Sex - The CONTRACTOR agrees to comply with federal prohibitions against discrimination on the basis of sex, including:

(1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 *et seq.*,

(2) U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25, and

(3) Federal transit law, specifically 49 U.S.C. § 5332.

F. Nondiscrimination on the Basis of Age - The CONTRACTOR agrees to comply with federal prohibitions against discrimination on the basis of age, including:

(1) The Age Discrimination in Employment Act, 29 U.S.C. §§ 621 – 634, which prohibits discrimination on the basis of age,

(2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625,

(3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, which prohibits discrimination against individuals on the basis of age in the administration of Programs, Projects, and related activities receiving federal assistance,

- (4) U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and
- (5) Federal transit law, specifically 49 U.S.C. § 5332.

G. Nondiscrimination on the Basis of Disability - The CONTRACTOR agrees to comply with the following federal prohibitions against discrimination on the basis of disability:

(1) Federal laws, including:

- (a) section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally assisted Programs, Projects, or activities,
- (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities:
 - 1. For FTA Recipients generally, Titles I, II, and III of the ADA apply, but
 - 2. For Indian Tribes, Titles II and III of the ADA apply, but Title I of the ADA does not apply because it exempts Indian Tribes from the definition of "employer,"
- (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities,
- (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and
- (e) Other applicable federal laws, regulations and requirements pertaining to access for seniors or individuals with disabilities.

(2) Federal regulations, including:

- (a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. part 37,
- (b) U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. part 27,
- (c) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. part 1192 and 49 C.F.R. part 38,
- (d) U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 C.F.R. part 39,
- (e) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. part 35,
- (f) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. part 36,
- (g) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. part 1630,
- (h) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 C.F.R. part 64, Subpart F,
- (i) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. part 1194, and
- (j) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. part 609, and

(k) Other applicable federal civil rights and nondiscrimination guidance.

- H. Drug or Alcohol Abuse – Confidentiality and Other Civil Rights Protections - The CONTRACTOR agrees to comply with the confidentiality and civil rights protections of:
- (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 *et seq.*,
 - (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 *et seq.*, and
 - (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2.
- I. Access to Services for Persons with Limited English Proficiency - The CONTRACTOR agrees to promote accessibility of public transportation services to persons with limited understanding of English by following:
- (1) Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," August 11, 2000, 42 U.S.C. § 2000d-1 note, and
 - (2) U.S. DOT Notice, "DOT Policy Guidance Concerning CONTRACTORS' Responsibilities to Limited English Proficiency (LEP) Persons," 70 *Fed. Reg.* 74087, December 14, 2005.
- J. Other Nondiscrimination Laws, Regulations, Requirements, and Guidance - The CONTRACTOR agrees to comply with other applicable federal nondiscrimination laws, regulations, and requirements, and follow federal guidance prohibiting discrimination.
- (1) Remedies. Remedies for failure to comply with applicable federal Civil Rights laws, regulations, requirements, and guidance may be enforced as provided in those federal laws, regulations, or requirements.

SECTION 39: THE AMERICANS WITH DISABILITIES ACT NON-DISCRIMINATION CLAUSE

The CONTRACTOR assures that no qualified person with a disability shall, solely by reasons of their disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity administered by the CONTRACTOR. The CONTRACTOR agrees to comply with Section 504 of the Rehabilitation Act of 1973, as amended by 29 U.S.C. § 794, The Americans with Disability Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 *et seq.*, Federal transit law 49 U.S.C. § 5332, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, U.S. DOT regulations 49 C.F.R. part 37, part 27, part 39, and FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. part 609.

Specifically, the following discriminatory actions are prohibited:

- (1) In providing any aid, benefit, or service, the CONTRACTOR will not directly or through contractual, licensing, or other arrangements, on the basis of disability:
 - (a) Deny a qualified person with a disability the opportunity to participate in or benefit from the aid, benefit or service.
 - (b) Afford a qualified person with a disability an opportunity to participate in or benefit from the aid, benefit, or service that is not substantially equal to that afforded persons who do not have a disability.
 - (c) Provide a qualified person with a disability an aid, benefit or service that is not as effective in affording equal opportunity to obtain the same result, to gain the

same benefit, or to reach the same level of achievement as persons without disabilities.

- (d) Provide different or separate aid, benefits, or services to persons with disabilities or to any class of persons with disabilities unless such action is necessary to provide the aids, benefits or services that are as effective as those provided to persons without disabilities.
 - (e) Aid or perpetuate discrimination against a qualified person with a disability by providing financial or other assistance to an agency, organization, or person that discriminates on the basis of disability.
 - (f) Deny a qualified person with a disability the opportunity to participate in conferences, planning or advising opportunities.
 - (g) Otherwise limit a qualified person with a disability in the enjoyment of any right, privilege, advantage or opportunity enjoyed by others receiving an aid, benefit, or service.
- (2) For purposes of these assurances, aids, benefits, and services, to be equally effective, are not required to produce the identical result or level of achievement for disabled and nondisabled persons, but must afford persons with disabilities equal opportunity to obtain the same result, to gain the same benefit, or to reach the same level of achievement, in the most integrated setting that is reasonably achievable.
- (3) Even if separate or different aids, benefits or services are available to persons with a disability, the CONTRACTOR will not deny a qualified person with a disability the opportunity to participate in the programs or activities that are not separate or different.
- (4) The CONTRACTOR will not, directly or through contractual or other arrangements, utilize criteria or methods of administration:
- (a) That have the effect of subjecting qualified persons with a disability to discrimination on the basis of disability,
 - (b) That have the purpose or effect of defeating or substantially reducing the likelihood that persons with disabilities can benefit from the objectives of the program or activity, or
 - (c) That yield or perpetuate discrimination against another recipient of federal funds if both recipients are subject to common administrative control or are agencies of the same State.
- (5) In determining the site or location of a facility, the CONTRACTOR will not make selections:
- (a) That have the effect of excluding persons with disabilities from, denying them the benefits of, or otherwise subjecting them to discrimination under any program or activity, or
 - (b) That has the purpose or effect of defeating or substantially impairing the accomplishment of the objectives of the program or activity with respect to persons with disabilities.
- (6) As used in these assurances, the aid, benefit or service provided under a program or activity includes any aid, benefit or service provided in or through a facility that

has been constructed, expanded, altered, leased or rented, or otherwise acquired, in whole or in part, with Federal financial assistance.

Future Effect of Assurances - Recipients of Federal financial assistance, and transferees of property obtained by a recipient with the participation of Federal financial assistance, are bound by the above assurances under the following circumstances:

- (1) When Federal financial assistance is provided in the form of a conveyance of real property or an interest in real property from the U.S. Department of Transportation, the instrument of conveyance shall include a covenant running with the land binding the recipient and subsequent transferees to comply with the requirements for so long as the property is used for the purpose of which the Federal financial assistance was provided or for a similar purpose.
- (2) When Federal financial assistance is used to purchase or improve real property, these assurances shall obligate the recipient to comply with the requirements and require any subsequent transferee of the property, who is using the property for the purpose for which Federal financial assistance was provided, to agree in writing to comply with the requirements. The obligations of the recipient and transferees shall continue in effect for as long as the property is used for the purpose for which Federal financial assistance was provided or for a similar purpose.
- (3) When Federal financial assistance is provided in the form of, or is used to obtain, personal property, these assurances shall obligate the recipient to comply with the requirements for the period it retains ownership or possession of the property or the property is used by a transferee for purposes directly related to the operations of the recipient.
- (4) When Federal financial assistance is used for purposes other than to obtain property, these assurances shall obligate the recipient to comply with the requirements for the period during which the Federal financial assistance is extended to the program or activity.

Notice - The CONTRACTOR will take appropriate initial and continuing steps to notify participants, beneficiaries, applicants and employees, including those with impaired vision or hearing, and unions or professional organizations holding collective bargaining or professional agreements with the CONTRACTOR that it does not discriminate on the basis of disability.

Methods of initial and continuing notification may include the posting of notices, publication in newspapers and magazines, placement of notices in agency publications and distribution of memoranda or other written communications.

Effect of State or local law - The obligation to comply with Section 504 of the Rehabilitation Act of 1973 is not obviated or affected by any State or local law.

SECTION 40: TRANSIT EMPLOYEE PROTECTIVE AGREEMENT

The CONTRACTOR agrees to comply with the terms and conditions of the Special Warranty for the Non Urbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

The CONTRACTOR also agrees to include the applicable requirements in each

subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

SECTION 41: DRUG AND ALCOHOL TESTING

If applicable The CONTRACTOR agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. part 655, as amended, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Oklahoma, or the DEPARTMENT, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655, or as amended, and review the testing process.

The CONTRACTOR further agrees to certify annually its compliance with Part 655 before October 1, 2022 and to submit the Management Information System (MIS) reports no later than January 16, 2023 to:

Division Manager, Office of Mobility & Public Transit Division
Oklahoma Department of Transportation
200 NE 21st Street, Suite C-1B
Oklahoma City, OK 73105-3204

To certify compliance the CONTRACTOR shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

SECTION 42: INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by U.S. DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by U.S. DOT, as set forth in FTA Circular 4220.1F, as amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any DEPARTMENT requests which would cause the DEPARTMENT to be in violation of the FTA terms and conditions.

SECTION 43: TRAFFICING IN PERSONS

The CONTRACTOR and its subcontractor agrees to comply and assures the compliance, with federal requirements and guidance, including:

1. Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended, 22 U.S.C. § 7104(g), and;
2. The terms of this section 4.g, which has been derived from U.S. OMB regulatory guidance, "Award Term for Trafficking in Persons," 2 C.F.R. part 175, per U.S. OMB's direction.

SECTION 44: PUBLIC TRANSPORTATION SAFETY PROGRAM

When FTA directs it to do so, the Recipient agrees to develop a Public Transportation Safety Plan that complies with federal transit laws, specifically 49 U.S.C. § 5329, and other federal laws, regulations, and requirements applicable to the Recipient or its Award, the accompanying Underlying Agreement, and any Amendments thereto, and is consistent with any federal guidance that may be issued that implements 49 U.S.C. § 5329.

SECTION 45: BREACHES AND DISPUTES RESOLUTION

- A. Disputes - The parties hereto have entered into this contract in the State of Oklahoma and the laws of the State of Oklahoma shall apply. The parties agree to bargain in good faith in direct negotiation to achieve resolutions of any dispute and, if such efforts are unsuccessful, to retain a neutral mediation service to mediate the dispute prior to the filing of any court action. A non-binding mediation shall be conducted in the Oklahoma City area and the costs of such mediation shall be borne equally by both parties. If mediation is not successful, venue for any action brought to enforce the terms of this contract shall be Oklahoma County, State of Oklahoma. Each party shall bear any cost and attorney fees incurred by that party in such litigation.
- B. Performance during Dispute - Unless otherwise directed by the DEPARTMENT, the CONTRACTOR shall continue performance under this Agreement while matters in dispute are being resolved.
- C. Claims for Damages - Should either party to the Agreement suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.
- D. Remedies - Unless this Agreement provides otherwise, all claims, counterclaims, disputes and other matters in question between the DEPARTMENT and the CONTRACTOR arising out of or relating to this Agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Oklahoma.
- E. Rights and Remedies - The duties and obligations imposed by the Agreement documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the DEPARTMENT or CONTRACTOR shall constitute a waiver of any right or duty afforded any of them under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.
- F. Governing Law and Venue - Any claims, disputes or litigation relating to the solicitation, execution, interpretation, performance or enforcement of this Agreement shall be governed by the laws of the State of Oklahoma and the applicable rules, regulations, policies and procedures of the Oklahoma Transportation Commission. Venue for any action, claim dispute or litigation, mediation or arbitration shall be in Oklahoma County, Oklahoma.
- G. Notification to FTA; Flow Down Requirement. - If a current or prospective legal matter

that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

(3) Additional Notice to U.S. DOT Inspector General. The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision applies to all divisions of the Recipient, including divisions tasked with law enforcement or investigatory functions.

SECTION 46: THIRD-PARTY CONTRACT WARRANTIES

The CONTRACTOR shall include the above required clauses contained in Sections 5 through 11 and 13 through 47 in all subcontracts entered into pursuant to this Agreement, and shall include the following provision in any subagreement it enters into with a private entity as defined in section 4.g(2)(c) of the FTA Master Agreement:

City of Sallisaw agrees that it and its employees that participate in the Recipient's Award, may not:

1. Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect,
2. Procure a commercial sex act during the period of time that the Recipient's Award is in effect, or
3. Use forced labor in the performance of the Recipient's Award or subagreements

thereunder.

SECTION 47: HOLD HARMLESS CLAUSE

The CONTRACTOR shall hold harmless the DEPARTMENT and the US Department of Transportation from all claims and liability due to its negligent acts or omissions or the negligent acts or omissions of its subcontractors, agents or employees or any violation of the conditions of the Section 5333(b) Warranty during the course of this Agreement.

SECTION 48: ENTIRE AGREEMENT

This Agreement reduces to writing all prior understandings, negotiations or agreements between the DEPARTMENT and the CONTRACTOR relating to this Agreement; and further, that this Agreement constitutes and embodies the full and complete understanding of the parties hereto.

SECTION 49: SEVERABILITY

If the fulfillment of any provision of this Agreement or any transaction relating thereto shall be found by a competent court of law to be unlawful or to exceed legal limitations as may be imposed by law, then that provision shall be severed from this Agreement and that provision only shall be ineffective and the remainder of this Agreement shall remain operative and in full force and effect.

SECTION 50: NOTICES

All notices, demands, requests, or other communications which may be or are required to be given, served or sent by either party to the other pursuant to the Agreement shall be in writing and shall be deemed to have been properly given or sent:

If intended for the DEPARTMENT, mailing first class mail or, if sender prefers, by registered or certified mail, return receipt requested, with postage prepaid addressed to:

Oklahoma Department of Transportation
Office of Mobility & Public Transit Division
200 NE 21st Street Room, C -1B
Oklahoma City, OK 73105-3204

If intended for the TRANSIT AGENCY, by mailing by first class or mail or, if sender prefers, by registered or certified mail, return receipt requested, with postage prepaid addressed to:

Attention: George Bormann
City of Sallisaw
115 E. Choctaw
Sallisaw, OK, 74955

FEDERAL AWARD INFORMATION

SECTION Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities

CFDA #20.513

Federal Award Identification Number (Fain) – OK-2022-040

Period of Performance: 2023 - 2025

FTA Recipient:

Oklahoma Department of Transportation
200 NE 21st St, Oklahoma City, OK 73105
Attention: Jared Schwennesen
(405) 521-4302
jschwennesen@odot.org

Oklahoma Department of Transportation (ODOT) Subrecipient Information:

UEI Name: City of Sallisaw

UEI # YXDNPE9SBVN5

Federal Award Project Description (FFATA):

Enhanced Mobility of Seniors and Individuals with Disabilities (49 U.S.C. 5310) for the specific purpose of providing transportation services to meet the special needs of seniors and individuals with disabilities for whom mass transportation services are unavailable, insufficient, or inappropriate.

Project Federal Award Date: September 23, 2022

Is this Project Research and Development: No

Subrecipient Required Match Amount for this Project: \$25,440.00

Subrecipient Approved Indirect Cost Rate: N/A

Approved Federal Budget: \$6,853,196.00

Amount of Federal Funds Obligated by this Agreement: \$144,160.00

Total Amount of Federal Funds Awarded (including this agreement) \$: 144,160.00

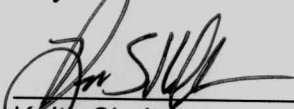
Total Amount of Fed Award: \$5,856,687.00

EXECUTION OF AGREEMENT

IN WITNESS HEREOF, the Deputy Director, pursuant to authority vested in them by the State Transportation Commission, has here into subscribed their name as Deputy Director of the Oklahoma Department of Transportation and City of Sallisaw has executed same pursuant to authority prescribed by law. The official execution date for the CONTRACTOR and the DEPARTMENT contract is the latest signature on this page.

FOR THE CONTRACTOR

City of Sallisaw



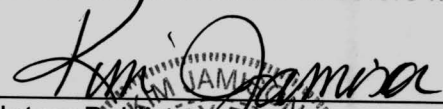
Keith Skelton
City Manager

73-6005410

Federal Tax I. D. Number

State of: OKLAHOMA) ss:
County of: SEQUOYAH)

Subscribed and sworn to before me this 16th day of November, 2022



Notary Public



4-4-26
Commission Expiration Date

06003613
Commission Number

FOR THE DEPARTMENT

STATE OF OKLAHOMA DEPARTMENT OF TRANSPORTATION

REVIEWED AND RECOMMENDED
FOR APPROVAL

APPROVED AS TO FORM



Jared Schwennesen
Multimodal Division Manager

11/28/2022

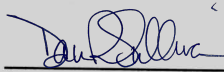
Date



David Miley
Assistant General Counsel

11/28/2022

Date



Dawn Sullivan
Deputy Director

11/28/2022

Date

ATTACHMENT A - LOBBYING
(31 U.S.C. § 1352; 49 C.F.R. part 20)

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 C.F.R. Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. § 1352. Such disclosures are forwarded from tier to tier up to the recipient.

EXECUTE THE FOLLOWING

ATTACHMENT A - CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned Keith Skelton, certifies, to the best of his or her knowledge and belief, that:

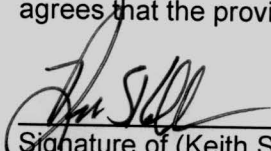
A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. Any person who fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.

The CONTRACTOR, City of Sallisaw, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONTRACTOR understands and agrees that the provisions of 31 U.S.C. § 3802, *et seq.*, apply to this certification and disclosure, if any.



Signature of (Keith Skelton)
City Manager
City of Sallisaw

11/16/2022
Date

ATTACHMENT B - GOVERNMENT WIDE DEBARMENT AND SUSPENSION
(49 C.F.R. part 29)

Grantees, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by:

- (a) Checking the Excluded Parties List System,
- (b) Collecting a certification from that person, or
- (c) Adding a clause or condition to the contract or subcontract.

This represents a change from prior practice in that certification is still acceptable but is no longer required.

Grantees, contractors, and subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 C.F.R. part 29, subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

EXECUTE THE FOLLOWING

ATTACHMENT B - CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

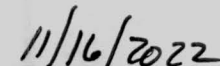
This Agreement is a covered transaction for purposes of 49 C.F.R. part 29. As such, the CONTRACTOR is required to verify that none of the CONTRACTOR, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR part 29.905, are excluded or disqualified as defined at 49 CFR part 29.940 and 29.945.

The CONTRACTOR is required to comply with 49 CFR part 29, Subpart C and must include the requirement to comply with 49 CFR part 29, Subpart C in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the agency, City of Sallisaw. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the agency, City of Sallisaw, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.



Signature of (Keith Skelton)
City Manager
City of Sallisaw



Date

**ATTACHMENT C - US DEPARTMENT OF TRANSPORTATION REQUIRED
CERTIFICATION OF ELIGIBILITY**

STATE OF: OKLAHOMA) ss:

COUNTY OF: SEQUOYAH)

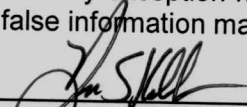
I, Keith Skelton, of lawful age, being duly sworn on oath or affirmation and under penalty of perjury under the laws of the United States and the State of Oklahoma, states:

1. That (s)he is the Prospective Participant or fully authorized agent of the Prospective Participant in this project which involves federal funding, and has full knowledge and authority to make this certification.
2. That, except as noted below, the City of Sallisaw or any person associated therewith in the capacity of owner, partner, director, officer, principle investigator, project director, manager, auditor or accountant, project superintendent, or any person in a position involving the administration of federal funds:
 - a. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; and
 - b. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years; and
 - c. Does not have a proposed debarment pending; and
 - d. Has not been indicted, convicted, or had a civil judgment rendered against any of the aforementioned by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years, except:

NONE ←

If none, enter the word "**NONE**" on the line above.

For any exception noted, indicate to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.



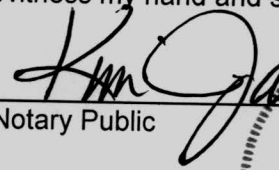
Signature of (Keith Skelton)
City Manager
City of Sallisaw

11/16/2022
Date

ACKNOWLEDGMENT

Before me, the undersigned, a Notary Public, in and for the State of Oklahoma, on this day personally appeared Keith Skelton, known to me to be the person whose name is subscribed to the foregoing instrument as the maker thereof, whether as an individual, a member of said co-partnership, or authorized agent, or officer of said Corporation, and acknowledged to me that (s)he executed the same as his/her free and voluntary act and deed for the purpose and reconsideration therein expressed, and in the capacity therein set forth.

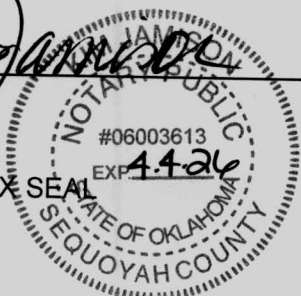
Witness my hand and seal of office this 16th day of November, 2022



Notary Public

4.4.26
My Commission Expires

AFFIX SEAL



ATTACHMENT D



State of Oklahoma
Department of Central Services
Central Purchasing Division

Certification for Competitive
Bid and/or Contract
(Non-Collusion Certification)

A certification shall be included with any competitive bid and/or contract submitted to the State for goods or services.

Solicitation or Purchase Order #: _____

Supplier Legal Name: City of Sallisaw

SECTION I [74 O.S. Section 85.22]:

A. For purposes of competitive bid,

1. I am the duly authorized agent of the above named bidder submitting the competitive bid herewith, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said bid;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
 - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
 - b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this contract herein.

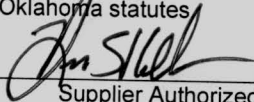
SECTION II [74 O.S. Section 85.42]:

For the purpose of a contract for services, the supplier also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

☐ the competitive bid attached herewith and contract, if awarded to said supplier;

OR

☒ the contract attached herewith, which was not competitively bid and awarded by the agency pursuant to applicable Oklahoma statutes.



Supplier Authorized Signature

11/16/2022
Certified This Date

Keith Skelton
Printed Name

City Manager
Title

918-775-6241
Phone Number

KSkelton@SallisawOK.org
Email

NA

Fax Number

EXHIBIT 1 - STATUS VERIFICATION SYSTEM AFFIDAVIT

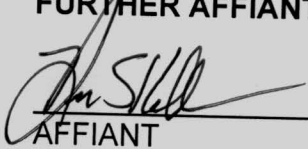
STATE OF: OKLAHOMA) SS:

COUNTY OF: SEQUOYAH)

I, Keith Skelton, of lawful age, and having been first duly sworn, on oath states:

1. That I am the agent authorized by the CONTRACTOR to submit the attached Agreement to the State of Oklahoma. I am fully aware of the facts and circumstances surrounding the making of the Agreement to which this statement is attached and have been personally and directly involved in the procurement of this Agreement.
2. That the CONTRACTOR has registered and fully participates in the Status Verification System, as required by Title 25 O.S. Section 131 3(B)(1), to verify the work eligibility status of all new employees of the CONTRACTOR.

FURTHER AFFIANT SAITH NOT.


AFFIANT

Subscribed and sworn before me this 16th day of November, 2022


Notary Public

4.4.26
Commission Expiration Date

AFFIX SEAL



06003613
Commission Number

AGENDA ITEM COMMENTARY

Meeting Date: February 13, 2023
Board: Board of City Commissioners
Subject: Sports Complex Walking Trail Restroom Facility

ITEM TITLE: Discuss and Consider Approval of Purchase Order No. 92233, Issued to MGS Construction Services of Sallisaw, OK, In The Amount of \$23,756.00, For The Construction of a Restroom Facility at The Sports Complex Walking Trail

INITIATOR: City Manager
Building Development Director

STAFF INFORMATION SOURCE: Building Development Director

BACKGROUND: Approval of this purchase order will allow us to begin construction of a 17 ft. x 9' 10" restroom facility at the sports complex walking trail. This facility is much needed for the walking trail.

EXHIBITS:

1. Sports Complex Walk Trail Restroom
2. IMG_0281
3. IMG_0283
4. IMG_0282
5. IMG_0284

KEY ISSUES:

- Two quotes were received for this project.
 - MGS Construction Services: \$23,756
 - IPS Construction: \$23,988.00

FUNDING SOURCE: Youth and Recreation Fund. GL # 021-501-57105.
Budget Available: \$288,903.00

RECOMMENDATION: Staff recommends approval of Purchase Order 92233, Issued to MGS Construction Services of Sallisaw, OK.

CITY OF SALLISAW QUOTATION SHEET

If you are quoting several items, attach list to this form **Also attach all vendor quotes received**

VENDOR 1	VENDOR 2	VENDOR 3
Date of Quotation 1/31/2023	Date of Quotation 2/9/23	Date of Quotation
Department Number:	Department Number:	Department Number:
Vendor Name / Number IPS Construction	Vendor Name / Number MGS	Vendor Name / Number
Address	Address	Address
City Sallisaw	City Sallisaw	City
State Zip	State Zip	State Zip
Phone	Phone	Phone
Item (s)	Item (s)	Item (s)
Quantity	Quantity	Quantity
Price each	Price each	Price each
Est. Freight	Est. Freight	Est. Freight
Total Cost \$ 23,988.00	Total Cost \$ 23,756.00	Total Cost \$
Quote Expiration Date	Quote Expiration Date	Quote Expiration Date
Quotes Obtained By: K. Miller	Quotes Obtained By: K. Miller	Quotes Obtained By:
GL Budget Line	GL Budget Line 21-501-57105	GL Budget Line
Purchasing Approval	Purchasing Approval	Purchasing Approval
PO Number / Date:	PO Number / Date: 92233	PO Number / Date:

Explain if only one quotation supplied:

Quote approved: 
(Purchasing Agent, Finance Director or City Manager)

Date: 2/10/23

Attachment C: Requisition Document / Purchase Order



City of Sallisaw

Attention: Keith Miller

MGS Construction is pleased to submit our quote for all material, labor, and supervision to complete the following scope of work: **New Construction of 10'3"x19' Bathroom at Walking Trails (excluding all plumbing and electrical and associated fixtures)**

- **Install**
 - **Build pad, dig footings and pour concrete slab per plans (19' x 16'3")**
 - **Frame, side and roof structure (10'3"x19')**
 - **Install 3 insulated metal doors and 4 windows**
 - **Install drywall**
- **Finish**
 - **Tape, Mud, Texture and Pain int drywall**
 - **Paint exterior**

Subtotal = \$ 23,756.00

1500 Enterprise Drive Suite 308
Lemoore, CA 93245
Office 559-772-1852 Fax 559-380-2701
Contracts MGS@yahoo.com

PROPOSAL

IPS Construction

PO Box 1612
Sallisaw, OK 74955
(918) 775-0885

Project Name

City of Sallisaw, sports complex single bathroom

OVERVIEW

This project is for labor and materials for a single stall bathroom.

SPECIFICATIONS

Pad, concrete, wood framing, shingle roof

TOTAL

\$23,988.00

NOTE: CITY PROVIDES LABOR & MATERIALS FOR PLUMBING, ELECTRIC, HVAC

Respectfully submitted

Lance Calhoun

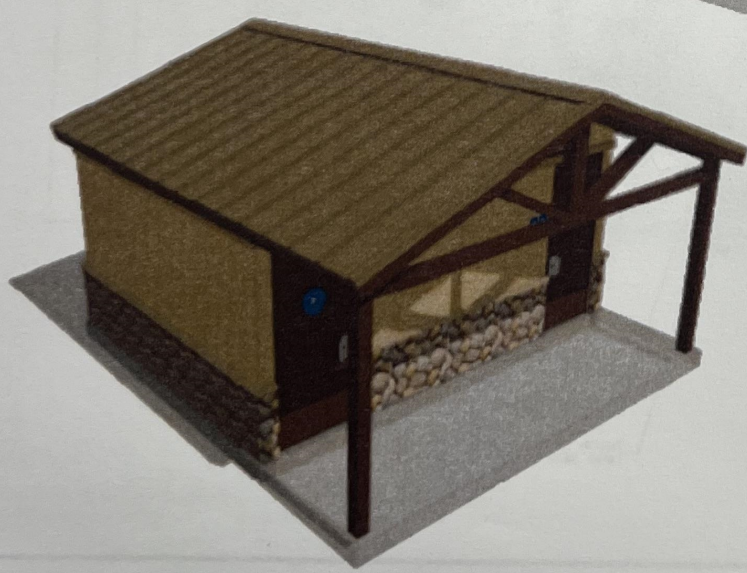
January, 31, 2023

Brooks Trammell

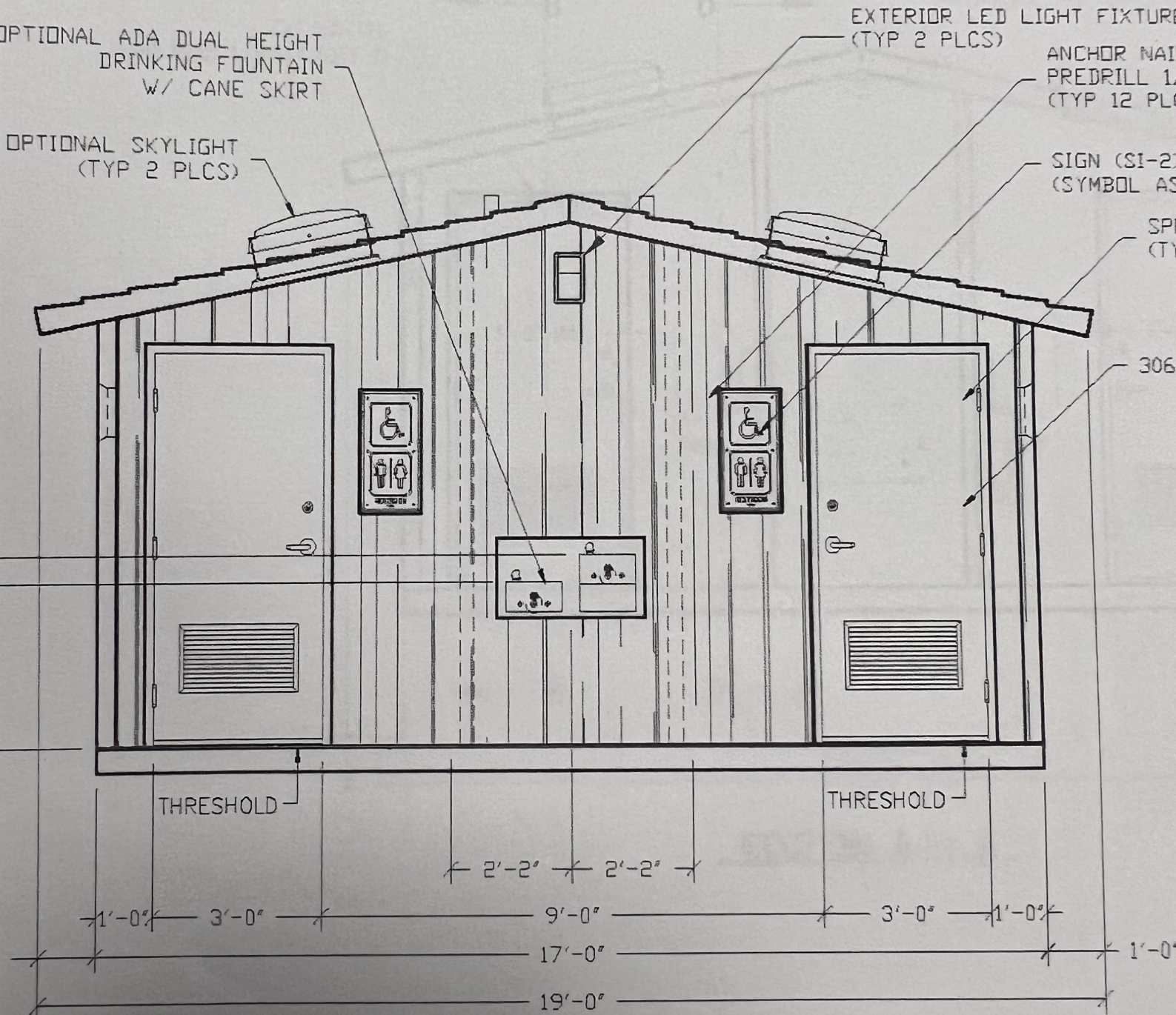


SLAB BY OTHERS

EXTERIOR FINISHED



FLOOR
SCALE: NOT TO



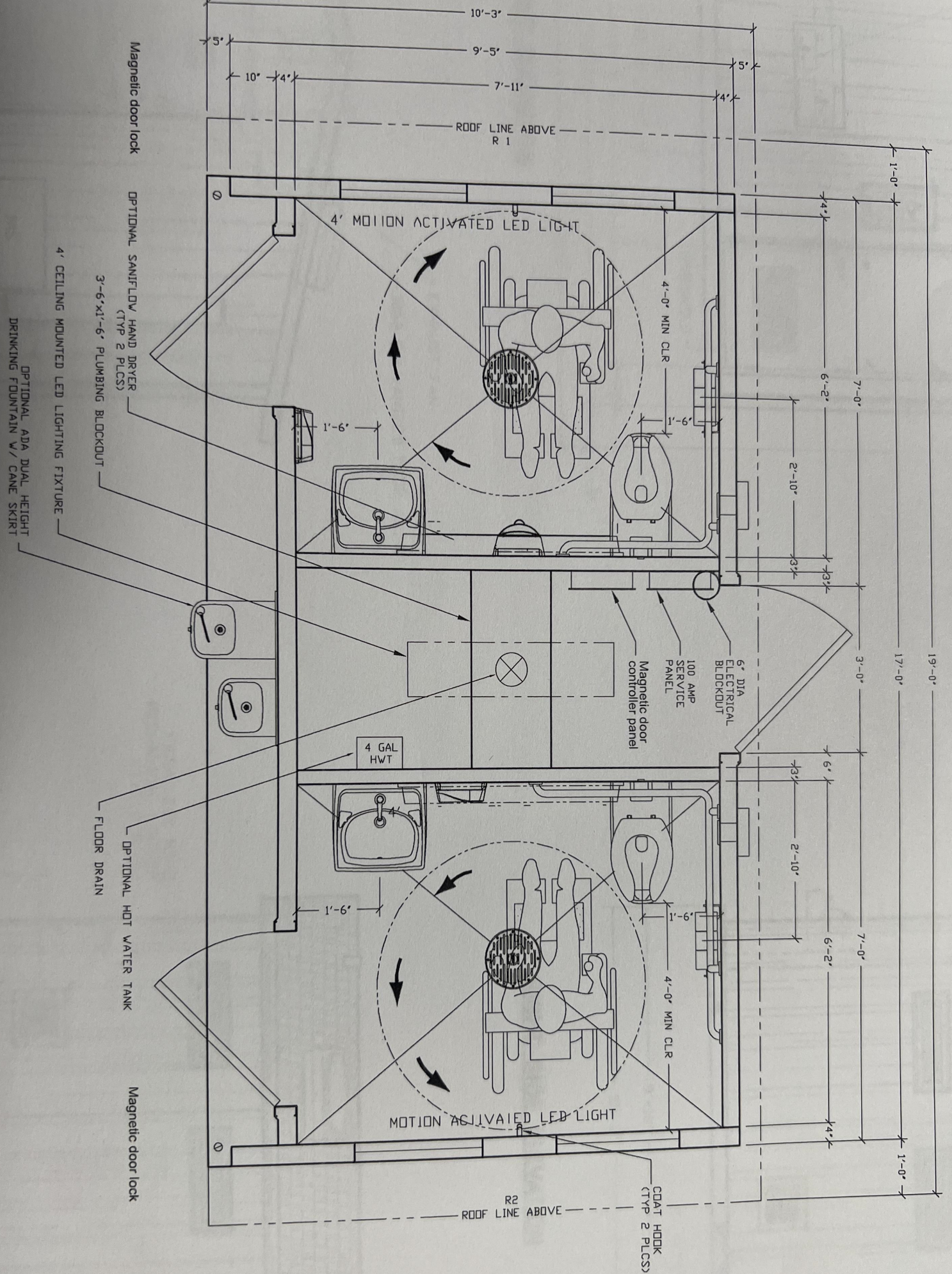
FRONT ELEVATION

EXHAUST FAN

EXHAUST FAN

3068 GALVANIZED DOOR

ING HINGE 4.5x4.5 (TYP 3 PLCS)



Tap

New Bathroom Site

eX

0000-10-001-024-8-002-00

AREA OF MINIMAL FLOOD HAZARD ZONE

Steve Davis

AGENDA ITEM COMMENTARY

Meeting Date: February 13, 2023
Board: Board of City Commissioners
Subject: Electric Materials

ITEM TITLE: Discuss and Consider Approval of Purchase Order No. 92245, Issued to Anixter of Oklahoma City, OK, In An Amount Not to Exceed \$47,000.00, For The Purchase of Electric Materials For The Sports Complex Restroom Project

INITIATOR: Electric Superintendant
Purchasing Agent

STAFF INFORMATION SOURCE: Electric Superintendant
Purchasing Agent

BACKGROUND: Approval of this purchase order will allow staff to purchase needed materials for the sports complex walking trail restroom project. Construction of this line will also allow us to install electric service along the area of the future soccer field development on the west side of Steve Davis Road.

EXHIBITS: 1. Anixter Quote. Electric Supplies

KEY ISSUES: NA

FUNDING SOURCE: SMA GL # 090-601-53310 (via SMA contingency)

RECOMMENDATION: Staff recommends approval of Purchase Order 92245.



8201 POLE ROAD
Oklahoma City, OK 73149

#1

www.anixterpowersolutions.com

Phone: 405.438.6382
Fax: 405.632.0668

Quotation: U00714835.00

To: **CITY OF SALLISAW
213 W QUESENBURY
SALLISAW, OK 74955**

Issued Date: **Jan 17, 2023**

Expiration Date: **Feb 11, 2023**

Attn:
Phone:
Fax:

Sales Contact: **Thomas Wilson
(P)
(F)
thwilson@anixter.com**

Item	CustLine	Product and Description	Quantity	Price	Unit	Extended
1		163-23-4122-KIT WIRE 1/0 25KV TOLLED 2" SCH40 RED SEQ MARKED STD PKG: 2500	7500	5.050	FT	37,875.00
2		163-23-3072 1/0 AL 15KV 220M EPR FSF .050 STD PKG: 2500	2500	3.460	FT	8,650.00

SECTION TOTAL: \$46,525.00

QUOTE TOTAL: **\$46,525.00**

Special Notes

- 1) All items are In Stock unless otherwise noted.
- 2) All item pricing on this quote is valid for thirty days unless otherwise specified.
- 3) All applicable taxes apply.

BY ACCEPTING THIS QUOTE, YOU AGREE THAT THE ANIXTER TERMS AND CONDITIONS OF SALE PUBLISHED AT THE LINK BELOW ARE EXPRESSLY INCORPORATED INTO AND SHALL GOVERN THIS TRANSACTION.

<http://www.anixter.com/TERMSANDCONDITIONS>

Anixter Power Solutions offers the industry's most extensive and dynamic portfolio of products, services and solutions for the Public Power, Investor-owned Utilities, Construction and Industrial markets.

The impacts of COVID-19 cannot be reasonably determined at this time. This quote/proposal does not account for any potential adverse impacts COVID-19 may have on Anixter's performance or obligations herein. In the event of any delays or adverse impacts, Anixter reserves the right for an equitable adjustment of the delivery schedule and prices herein to offset the effects of COVID-19 delays, without fault or penalty of any kind.

AGENDA ITEM COMMENTARY

Meeting Date: February 13, 2023
Board: Board of City Commissioners
Subject: Ordinance 2023-02

ITEM TITLE: Discuss and Consider Approval of Ordinance 2023-02; An Ordinance Amending Chapter 22, Businesses, Section 22-300(A), To The Sallisaw Code Of Ordinances, Repealing Section 22-300(A) And Amending, Adopting And Enacting The Following New Section 22-300(A), And Further Amending Chapter 22, Businesses, To The Sallisaw Code Of Ordinances, Adopting, Adding And Enacting The Following New Sections 22-341 Through 22-341.17, Prevention Of Youth Access To Tobacco Act, As Amended, Of The Oklahoma Statutes, To The Sallisaw Code Of Ordinances; Establishing And Providing Regulations Thereof; and Declaring An Emergency

INITIATOR: City Manager, Economic Development Director

STAFF INFORMATION SOURCE: Program Director, TSET Healthy Living Program

BACKGROUND: Modifications were made to this section of the code to allow us to more restrict youth access to tobacco and alcohol. The Federal T-21 law, which became effective on December 2019, allows cities, counties, or states to adopt and enforce their laws to prevent the sale of tobacco products to buyers under the age of 21. Compliance with this law is vital for local and state governments to receive federal funding. Adoption of this ordinance will help improve the effectiveness of our local ordinances.

EXHIBITS: 1. TSET Program Director Email
2. 2023.02.Amend Youth Tobacco

KEY ISSUES:

- These changes are necessary to strengthen our position in applying for additional TSET grants. City staff has worked with TSET on the needed ordinance changes.

FUNDING SOURCE: NA

RECOMMENDATION: 1. Approval of Ordinance 2023-02
2. Declare an emergency.

From: JTillman@peopleinc.org <JTillman@peopleinc.org>

Sent: Thursday, February 9, 2023 9:32 AM

To: George Bormann <gbormann@allisawok.org>

Cc: KNetz@peopleinc.org

Subject: RE: Proposed Ordinances

Hi George,

Below are a few talking points on the significance of the proposed youth enabling ordinance:

Nine out of ten adults who smoke cigarettes daily began smoking before the age of 18 years old. In 2019, 30.8% of Oklahoma high school students reported using tobacco products, including e-cigarettes. Additionally, 9.1% of high school students reported being current smokers.

The federal T-21 law, which became effective on December 20, 2019, allows cities, counties, or states to adopt and enforce their laws to prevent the sale of tobacco products to buyers under the age of 21. Compliance with this law is vital for states to receive specific federal funding (Synar). Passing this local ordinance will help to improve the effectiveness of the law.

I've conducted a total of 29 tobacco retailer education visits throughout Sequoyah County within the past six months. Tobacco retailer education visits include the use of an underage buyer who requests a tobacco product. Prior to conducting these visits, the underage buyer undergoes an age perception test to ensure the average person perceives his/her age to be between 16 and 20 (both of my buyers had an average perceived age of 16). After the sale attempt, I introduce myself to the clerk, explain the purpose of the visit, and provide a packet of tobacco retailer educational materials.

While none of the tobacco retailers we visited attempted to complete the sale, I observed a trend in retailers who simply ask the buyer for his/her age or date of birth. Our underage buyers are trained to answer the clerk honestly as we are not trying to trick or mislead, simply to educate. I'm confident many clerks would have completed the sale had the buyers responded they were over 21 (a few clerks had the cigarettes already in hand and had already rang up the purchase). We can do a whole lot better to restrict youth access to tobacco.

In addition to strengthening Sallisaw's stance on youth access to tobacco, passing this ordinance would allow local law enforcement to enforce state law. Tobacco retailers that violate the ordinance during tobacco compliance checks can be issued a citation by law enforcement. When a citation is issued by law enforcement, the fine revenue will stay in Sallisaw. Further, if the Oklahoma ABLE Commission writes the citation, Sallisaw will receive a portion of the fine.

We truly appreciate your time and consideration.

Jayna Tillman
Program Coordinator
TSET Healthy Living Program
205 S JT Stites Blvd, Sallisaw OK 74955
Office: 918-775-7787 ext 2412
jtillman@peopleinc.org

ORDINANCE NO. 2023-02

AN ORDINANCE AMENDING CHAPTER 22, BUSINESSES, SECTION 22-300(a), TO THE SALLISAW CODE OF ORDINANCES, REPEALING SECTION 22-300(a) AND AMENDING, ADOPTING AND ENACTING THE FOLLOWING NEW SECTION 22-300(a), AND FURTHER AMENDING CHAPTER 22, BUSINESSES, TO THE SALLISAW CODE OF ORDINANCES, ADOPTING, ADDING AND ENACTING THE FOLLOWING NEW SECTIONS 22-341 THROUGH 22-341.17, PREVENTION OF YOUTH ACCESS TO TOBACCO ACT, AS AMENDED, OF THE OKLAHOMA STATUTES, TO THE SALLISAW CODE OF ORDINANCES; ESTABLISHING AND PROVIDING REGULATIONS THEREOF; AND DECLARING AN EMERGENCY

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF SALLISAW, OKLAHOMA.

SECTION 1.

That Section 22-300(a) of the Sallisaw Code of Ordinances be amended by repealing and striking the same and enacting the following section, to-wit:

Section 22-300(a): Statutes adopted.

- (a) The provisions of the Smoking in Public Places and Indoor Workplaces Act, as amended, are hereby adopted by reference.

SECTION 2.

New Section 22-341 of Chapter 22, Businesses, of the Sallisaw City Code is hereby established by enacting, adding and adopting the following sections, to-wit:

CHAPTER 22

ARTICLE IX.

Section 22-341: Prevention of Youth Access to Tobacco Act

The provisions of the Prevention of Youth Access to Tobacco Act, as amended, of the Oklahoma Statutes are hereby adopted by reference.
(63 O.S. §1-229.11)

Section 22-341.1: Definitions:

1. "Nicotine product" means any product that contains nicotine extracted or isolated from

plants, vegetables, fruit, herbs, weeds, genetically modified organic matter, or that is synthetic in origin and is intended for human consumption; provided, however, this term shall not include products approved by the United States Food and Drug Administration for smoking cessation;

2. "Person" means any individual, firm, fiduciary, partnership, corporation, trust, or association, however formed;

3. "Proof of age" means a driver license, license for identification only, or other generally accepted means of identification that describes the individual as twenty-one (21) years of age or older and contains a photograph or other likeness of the individual and appears on its face to be valid;

4. "Sample" means a tobacco product, nicotine product or vapor product distributed to members of the public at no cost for the purpose of promoting the product;

5. "Sampling" means the distribution of samples to members of the public in a public place;

6. "Tobacco product" means any product that contains tobacco and is intended for human consumption;

7. "Transaction scan" means the process by which a seller checks, by means of a transaction scan device, the validity of a driver license or other government-issued photo identification;

8. "Transaction scan device" means any commercial device or combination of devices used at a point of sale or entry that is capable of deciphering in an electronically readable format the information encoded on the magnetic strip or bar code of a driver license or other government-issued photo identification; and

9. "Vapor product" shall mean noncombustible products, that may or may not contain nicotine, that employ a mechanical heating element, battery, electronic circuit, or other mechanism, regardless of shape or size, that can be used to produce a vapor in a solution or other form. "Vapor products" shall include any vapor cartridge or other container with or without nicotine or other form that is intended to be used with an electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, or similar product or device and any vapor cartridge or other container of a solution, that may or may not contain nicotine, that is intended to be used with or in an electronic cigarette, electronic cigar, electronic cigarillo or electronic device. "Vapor products" do not include any products regulated by the United States Food and Drug Administration under Chapter V of the Food, Drug, and Cosmetic Act.

(63 O.S. §1-229.12)

Section 22-341.2: Unlawful to Sell or Furnish Tobacco, Nicotine or Vapor Product to Persons under Twenty-one Years:

A. It is unlawful for any person to sell, give or furnish in any manner any tobacco product,

nicotine product or vapor product to another person who is under twenty-one (21) years of age, or to purchase in any manner a tobacco product, nicotine product or vapor product on behalf of any such person. It shall not be unlawful for an employee under twenty-one (21) years of age to handle tobacco products, nicotine products or vapor products when required in the performance of the employee's duties.

B. A person engaged in the sale or distribution of tobacco products, nicotine products or vapor products shall demand proof of age from a prospective purchaser or recipient if an ordinary person would conclude on the basis of appearance that the prospective purchaser may be under twenty-one (21) years of age.

If an individual engaged in the sale or distribution of tobacco products, nicotine products or vapor products has demanded proof of age from a prospective purchaser or recipient who is not under twenty-one (21) years of age, the failure to subsequently require proof of age shall not constitute a violation of this subsection.

C. 1. When a person violates subsection A or B of this section, the Alcoholic Beverage Laws Enforcement (ABLE) Commission shall impose an administrative fine of:

a. not more than One Hundred Dollars (\$100.00) for the first offense,

b. not more than Two Hundred Dollars (\$200.00) for the second offense within a two-year period following the first offense,

c. not more than Three Hundred Dollars (\$300.00) for a third offense within a two-year period following the first offense. In addition to any other penalty, the store's license to sell tobacco products or nicotine products or the store's sales tax permit for a store that is predominantly engaged in the sale of vapor products in which the sale of other products is merely incidental may be suspended for a period not exceeding thirty (30) days, or

d. not more than Three Hundred Dollars (\$300.00) for a fourth or subsequent offense within a two-year period following the first offense. In addition to any other penalty, the store's license to sell tobacco products or nicotine products or the store's sales tax permit for a store that is predominantly engaged in the sale of vapor products in which the sale of other products is merely incidental may be suspended for a period not exceeding sixty (60) days.

2. When it has been determined that a penalty shall include a license or permit suspension, the ABLE Commission shall notify the Oklahoma Tax Commission, and the Tax Commission shall suspend the store's license to sell tobacco products or nicotine products or the store's sales tax permit for a store that is predominantly engaged in the sale of vapor products in which the sale of other products is merely incidental at the location where the offense occurred for the period of time prescribed by the ABLE Commission.

3. Proof that the defendant demanded, was shown, and reasonably relied upon proof of age shall be a defense to any action brought pursuant to this section. A person cited for violating this section shall be deemed to have reasonably relied upon proof of age, and

such person shall not be found guilty of the violation if such person proves that:

- a. the individual who purchased or received the tobacco product, nicotine product or vapor product presented a driver license or other government-issued photo identification purporting to establish that such individual was twenty-one (21) years of age or older, or
- b. the person cited for the violation confirmed the validity of the driver license or other government-issued photo identification presented by such individual by performing a transaction scan by means of a transaction scan device.

Provided, that this defense shall not relieve from liability any person cited for a violation of this section if the person failed to exercise reasonable diligence to determine whether the physical description and picture appearing on the driver license or other government-issued photo identification was that of the individual who presented it. The availability of the defense described in this subsection does not affect the availability of any other defense under any other provision of law.

D. If the sale is made by an employee of the owner of a store at which tobacco products, nicotine products or vapor products are sold at retail, the employee shall be guilty of the violation and shall be subject to the fine. Each violation by any employee of an owner of a store licensed to sell tobacco products or nicotine products or permitted to sell vapor products shall be deemed a violation against the owner for purposes of a license suspension pursuant to subsection C of this section. Each violation by an employee of a store predominantly engaged in the sale of vapor products in which the sale of other products is merely incidental shall be deemed a violation against the owner for purposes of a sales tax permit suspension pursuant to the provisions of subsection C of this section. An owner of a store licensed to sell tobacco products or nicotine products or permitted to sell vapor products shall not be deemed in violation of the provisions of the Prevention of Youth Access to Tobacco Act for any acts constituting a violation by any person, when the violation occurs prior to actual employment of the person by the storeowner or the violation occurs at a location other than the owner's retail store. For purposes of determining the liability of a person controlling franchises or business operations in multiple locations, for any violations of subsection A or B of this section, each individual franchise or business location shall be deemed a separate entity.

E. On or before December 15, 1997, the ABLE Commission shall adopt rules establishing a method of notification of storeowners when an employee of such storeowner has been determined to be in violation of this section by the ABLE Commission or convicted of a violation by a municipality.

F. 1. Upon failure of the employee to pay the administrative fine within ninety (90) days of the day of the assessment of such fine, the ABLE Commission shall notify the Department of Public Safety, and the Department shall suspend or not issue a driver license to the employee until proof of payment has been furnished to the Department of Public Safety.

2. Upon failure of a storeowner to pay the administrative fine within ninety (90) days of the assessment of the fine, the ABLE Commission shall notify the Tax Commission, and the

Tax Commission shall suspend the store's license to sell tobacco products or nicotine products or the store's sales tax permit for a store that is predominantly engaged in the sale of vapor products in which the sale of other products is merely incidental until proof of payment has been furnished to the Oklahoma Tax Commission.

G. Cities and towns may enact and municipal police officers may enforce ordinances prohibiting and penalizing conduct under provisions of this section, but the provisions of municipal ordinances shall be the same as provided for in this section, and the penalty provisions under such ordinances shall not be more stringent than those of this section.

H. County sheriffs may enforce the provisions of the Prevention of Youth Access to Tobacco Act.

(63 O.S. §1-229.13)

Section 22-341.3: Required Signage in Retail Establishments

A. Every person who sells or displays tobacco products, nicotine products or vapor products at retail shall post conspicuously and keep so posted at the place of business a sign, as specified by the Alcoholic Beverage Laws Enforcement (ABLE) Commission, stating the following: "IT'S THE LAW. WE DO NOT SELL TOBACCO PRODUCTS, NICOTINE PRODUCTS OR VAPOR PRODUCTS TO PERSONS UNDER 21 YEARS OF AGE." The sign shall also provide the toll-free number operated by the Alcoholic Beverage Laws Enforcement (ABLE) Commission for the purpose of reporting violations of the Prevention of Youth Access to Tobacco Act.

B. When a person violates subsection A of this section, the Alcoholic Beverage Laws Enforcement (ABLE) Commission shall impose an administrative fine of not more than Fifty Dollars (\$50.00) for each day a violation occurs. Each day a violation is continuing shall constitute a separate offense. The notice required by subsection A of this section shall be the only notice required to be posted or maintained in any store that sells tobacco products, nicotine products or vapor products at retail.

(63 O.S. §1-229.15)

Section 22-341.4: Retail Employee Notice and Acknowledgment

A. Every person engaged in the business of selling tobacco products, nicotine products or vapor products at retail shall notify each individual employed by that person as a retail sales clerk that state law:

1. Prohibits the sale or distribution of tobacco products, nicotine products or vapor products to any person under twenty-one (21) years of age and the purchase or receipt of tobacco products, nicotine products or vapor products by any person under twenty-one (21) years of age; and

2. Requires that proof of age be demanded from a prospective purchaser or recipient if an ordinary person would conclude on the basis of appearance that the prospective purchaser or recipient may be under twenty-one (21) years of age.

B. This notice shall be provided before the individual commences work as a retail sales clerk. The individual shall signify that he or she has received the notice required by this section by signing a form stating as follows:

"I understand that state law prohibits the sale or distribution of tobacco products, nicotine products or vapor products to persons under twenty-one (21) years of age and out-of-package sales, and requires proof of age of purchaser or recipient if an ordinary person would conclude on the basis of appearance that the prospective purchaser or recipient may be under twenty-one (21) years of age. I promise, as a condition of my employment, to obey the law. I understand that violations by me may be punishable by fines, suspension or nonissuance of my driver license. In addition, I understand that violations by me may subject the storeowner to fines or license or permit suspension."
(63 O.S. §1-229.16)

Section 22-341.5: Tobacco Vending Machine Requirements

It shall be unlawful for any person to sell tobacco products, nicotine products or vapor products through a vending machine unless the vending machine is located:

1. In areas of factories, businesses, offices or other places that are not open to the public; and
2. In places that are open to the public, but to which persons under twenty-one (21) years of age are not admitted.
(63 O.S. §1-229.17)

Section 22-341.6: Tobacco Samples Restricted

A. It shall be unlawful for any person or retailer to distribute tobacco products, nicotine products, vapor products or product samples to any person under twenty-one (21) years of age.

B. No person shall distribute tobacco products, nicotine products, vapor products or product samples in or on any public street, sidewalk, or park that is within three hundred (300) feet of any playground, school, or other facility when the facility is being used primarily by persons under twenty-one (21) years of age.

C. When a person violates any provision of subsection A or B of this section, the Alcoholic Beverage Laws Enforcement (ABLE) Commission shall impose an administrative fine of:

1. Not more than One Hundred Dollars (\$100.00) for the first offense;
2. Not more than Two Hundred Dollars (\$200.00) for the second offense; and
3. Not more than Three Hundred Dollars (\$300.00) for a third or subsequent offense.

D. Upon failure of any person to pay an administrative fine within ninety (90) days of the assessment of the fine, the ABLE Commission shall notify the Department of Public Safety,

and the Department shall suspend or not issue a driver license to the person until proof of payment has been furnished to the Department of Public Safety.

E. Cities and towns may enact and municipal police officers may enforce ordinances prohibiting and penalizing conduct under provisions of this section, but the provisions of municipal ordinances shall be the same as provided for in this section, and the penalty provisions under such ordinances shall not be more stringent than those of this section. (63 O.S. §1-229.18)

Section 22-341.7: Cigarettes Sold in Original, Sealed Package

A. It is unlawful for any person to sell cigarettes except in the original, sealed package in which they were placed by the manufacturer.

B. When a person violates subsection A of this section, the Alcoholic Beverage Laws Enforcement (ABLE) Commission shall impose an administrative fine of not more than Two Hundred Dollars (\$200.00) for each offense.

C. Cities and towns may enact and municipal police officers may enforce ordinances prohibiting and penalizing conduct under provisions of this section, but the provisions of such ordinances shall be the same as provided for in this section, and the enforcement provisions under such ordinances shall not be more stringent than those of this section. (63 O.S. §1-229.19)

Section 22-341.8: Restrictions on Agency or Other Political Subdivision's Regulation

No agency or other political subdivision of the state, including, but not limited to, municipalities, counties or any agency thereof, may adopt any order, ordinance, rule or regulation concerning the sale, purchase, distribution, advertising, sampling, promotion, display, possession, licensing or taxation of tobacco products, nicotine products or vapor products, except as provided in Section 1511 of Title 68 of the Oklahoma Statutes, Section 1-1521 et seq. of this title and Section 1247 of Title 21 of the Oklahoma Statutes. Provided, however, nothing in this section shall preclude or preempt any agency or political subdivision from exercising its lawful authority to regulate zoning or land use or to enforce a fire code regulation regulating smoking or tobacco products to the extent that such regulation is substantially similar to nationally recognized standard fire codes. (63 O.S. §1-229.20)

Section 22-341.9: Public Access to Displayed Tobacco, Nicotine or Vapor Product - Assistance from Store Owner or Other Required

A. It is unlawful for any person or retail store to display or offer for sale tobacco products, nicotine products or vapor products in any manner that allows public access to the tobacco products, nicotine products or vapor products without assistance from the person displaying the tobacco products, nicotine products or vapor products or an employee or the owner of the store. The provisions of this subsection shall not apply to retail stores which do not admit into the store persons under twenty-one (21) years of age.

B. When a person violates subsection A of this section, the Alcoholic Beverage Laws Enforcement (ABLE) Commission shall impose an administrative fine of not more than Two Hundred Dollars (\$200.00) for each offense.

C. Cities and towns may enact and municipal police officers may enforce ordinances prohibiting and penalizing conduct under provisions of this section, but the provisions of municipal ordinances shall be the same as provided for in this section, and the penalty provisions under such ordinances shall not be more stringent than those of this section. (63 O.S. §1-229.21)

Section 22-341.10: Power to Enforce this Act

A. The Alcoholic Beverage Laws Enforcement (ABLE) Commission is authorized and empowered to enforce the provisions of Section 1-229.11 et seq. of this title. The ABLE Commission shall enforce those provisions in a manner that can reasonably be expected to reduce the extent to which tobacco products, nicotine products or vapor products are sold or distributed to persons under twenty-one (21) years of age.

B. The ABLE Commission may consider mitigating or aggravating circumstances involved with the violation of the Prevention of Youth Access to Tobacco Act when assessing penalties.

C. Any conviction for a violation of a municipal ordinance authorized by the Prevention of Youth Access to Tobacco Act and any compliance checks by a municipal police officer or a county sheriff pursuant to subsection E of this section shall be reported in writing to the ABLE Commission within thirty (30) days of such conviction or compliance check. Such reports shall be compiled in the manner prescribed by the ABLE Commission.

D. For the purpose of determining second or subsequent violations, both the offenses penalized by the ABLE Commission as administrative fines and the offenses penalized by municipalities and towns and reported to the ABLE Commission, shall be considered together in such determination.

E. Persons under twenty-one (21) years of age may be enlisted by the ABLE Commission, a municipality or town, or a county to assist in compliance checks and enforcement; provided, such persons may be used to test compliance only if written parental consent has been provided and the testing is conducted under the direct supervision of the ABLE Commission or conducted by another law enforcement agency if such agency has given written notice to the ABLE Commission in the manner prescribed by the ABLE Commission. Municipalities which have enacted municipal ordinances in accordance with the Prevention of Youth Access to Tobacco Act may conduct, pursuant to rules of the ABLE Commission, compliance checks without prior notification to the ABLE Commission and shall be exempt from the written notice requirement in this subsection. This subsection shall not apply to the use of persons under twenty-one (21) years of age to test compliance if the compliance test is being conducted by or on behalf of a retailer of cigarettes, as defined in Section 301 of Title 68 of the Oklahoma Statutes, at any location the retailer of cigarettes is authorized to sell cigarettes. Any other use of persons under twenty-one (21) years of age to test compliance shall be unlawful and punishable by the

ABLE Commission by assessment of an administrative fine of One Hundred Dollars (\$100.00).

F. At the beginning of each month, the Oklahoma Tax Commission, pursuant to Section 205 of Title 68 of the Oklahoma Statutes, shall provide to the ABLE Commission and to each municipality which has ordinances concerning the Prevention of Youth Access to Tobacco Act, the location, name, and address of each licensee licensed to sell tobacco products, nicotine products or vapor products at retail or otherwise furnish tobacco products, nicotine products or vapor products. Upon violation of an employee at a location, the ABLE Commission shall notify the storeowner for that location of the latest and all previous violations when one of their employees has been determined to be in violation of the Prevention of Youth Access to Tobacco Act by the ABLE Commission or convicted of a violation by a municipality. If the ABLE Commission fails to notify the licensee of a violation by an employee, that violation shall not apply against the licensee for the purpose of determining a license suspension pursuant to Section 1-229.13 of this title. For purposes of this subsection, notification shall be deemed given if the ABLE Commission mails, by mail with delivery confirmation, the notification to the address which is on file with the Oklahoma Tax Commission of the licensee or sales tax permit holder of the location at which the violation occurred and the ABLE Commission receives delivery confirmation from the U.S. Postal Service.

G. Upon request of a storeowner or a municipality which has enacted ordinances in accordance with the Prevention of Youth Access to Tobacco Act, the ABLE Commission is hereby authorized to provide information on any Prevention of Youth Access to Tobacco Act offense of any applicant for employment or employee of the storeowner.

H. The ABLE Commission shall prepare for submission annually to the Secretary of the United States Department of Health and Human Services the report required by Section 1926 of the federal Public Health Service Act (42 U.S.C. 300-26), and otherwise shall be responsible for ensuring the state's compliance with that provision of federal law and any implementing of regulations promulgated by the United States Department of Health and Human Services.
(63 O.S. §1-229.22)

Section 22-341.11: Cities or Towns Must Furnish Information Requested

Any city or town that enacts and enforces ordinances prohibiting and penalizing conduct under provisions of Section 600.3, 600.4, 600.8 or 600.9 of this title shall furnish information requested by the ABLE Commission in the form, manner and time as may be determined by the ABLE Commission which will allow the ABLE Commission to comply with subsection C of Section 600.11 of this title.
(63 O.S. §1-229.23)

Section 22-341.12: Violations and Fines

For violations of the Prevention of Youth Access to Tobacco Act which occur in a municipality that has adopted ordinances prohibiting and penalizing conduct under provisions of the Prevention of Youth Access to Tobacco Act, thirty-five percent (35%) of

each administrative fine imposed by the Alcoholic Beverage Laws Enforcement (ABLE) Commission pursuant to the Prevention of Youth Access to Tobacco Act shall be remitted to such municipality.
(63 O.S. §1-229.24)

Section 22-341.13: **Imposition of Other Penalties Not Excluded**

Nothing in the Prevention of Youth Access to Tobacco Act shall be construed to prevent the imposition of any penalty as specified in Section 1241 of Title 21 of the Oklahoma Statutes.
(63 O.S. §1-229.25)

Section 22-341.14: **Furnishing Cigarette Papers, Pipes, and Other Items
Designed for Smoking or Consumption of Tobacco,
Nicotine or Vapor Products to Person Under Twenty-One**

A. It is unlawful for any person to sell, give or furnish in any manner to another person who is under twenty-one (21) years of age any material or device used in the smoking, chewing, or other method of consumption of tobacco products, nicotine products or vapor products, including cigarette papers, pipes, holders of smoking materials of all types, and other items designed primarily for the smoking or ingestion of tobacco products, nicotine products or vapor products.

B. When a person violates subsection A of this section, the Alcoholic Beverage Laws Enforcement (ABLE) Commission shall impose an administrative fine of not more than One Hundred Dollars (\$100.00) for each offense.
(63 O.S. §1-229.26)

Section 22-341.15: **Vapor Product Manufacturer Attestation, Notice of Material
Change, Directory of Manufacturers, Vapor Products,
Unlawful Acts**

A. Beginning July 1, 2023, every manufacturer of a vapor product that is sold or intended to be sold in this state, whether directly or through a distributor, retailer, or similar intermediary or intermediaries, shall execute and deliver an attestation under penalty of perjury to the Oklahoma Alcoholic Beverage Laws Enforcement (ABLE) Commission certifying that, as of the date of such attestation:

1. The vapor product was available for purchase in the United States as of August 8, 2016, and the manufacturer has applied for a marketing order for the vapor product by submitting a Premarket Tobacco Product Application on or before September 9, 2020, to the United States Food and Drug Administration (FDA); or

2. The manufacturer has received a marketing order or other authorization for the vapor product from the FDA pursuant to Section 387j of Title 21 of the United States Code.

B. The manufacturer shall notify the ABLE Commission within thirty (30) days of any material change to the attestation, including whether the FDA has issued or not issued a

market order or other authorization or has ordered the manufacturer to remove the vapor product, either temporarily or permanently, from the United States market.

C. The ABLE Commission shall develop a directory listing all of the manufacturers that have provided attestations that comply with subsection A of this section and all vapor products that are listed in such attestations. The ABLE Commission shall:

1. Make the directory available for public inspection on its website on or before October 1, 2023; and
2. Update the directory as necessary to correct mistakes and to add or remove manufacturers or vapor products to maintain the directory in conformity with the requirements of this section.

D. It shall be unlawful for any person, directly or indirectly, to knowingly manufacture, distribute, sell, barter, or furnish in this state any vapor product that is not included in the directory.

(63 O.S. §1-229.35)

Section 22-341.16: **Purchase or Possession of Tobacco, Nicotine or Vapor Product by Minors, Falsification of Proof of Age, Education or Tobacco Use Cessation Program**

A. It is unlawful for a person who is under twenty-one (21) years of age to purchase, receive, or have in his or her possession a tobacco product, nicotine product or vapor product, or to present or offer to any person any purported proof of age which is false or fraudulent, for the purpose of purchasing or receiving any tobacco product, nicotine product or vapor product. It shall not be unlawful for an employee under twenty-one (21) years of age to handle tobacco products, nicotine products or vapor products when required in the performance of the employee's duties.

B. When a person violates subsection A of this section, the Alcoholic Beverage Laws Enforcement (ABLE) Commission shall require the violator to complete an education or tobacco use cessation program approved by the State Department of Health.

C. The ABLE Commission shall establish rules to provide for notification to a parent or guardian of any minor cited for a violation of this section.

D. For the purposes of this section, the term "vapor products" shall have the same meaning as provided in the Prevention of Youth Access to Tobacco Act.
(10A O.S. §2-8-224)

Section 22-341.17: **Enforcement of Violations and Fines by Municipality**

For violations of the Prevention of Youth Access to Tobacco Act which occur within the City of Sallisaw, the municipal police officers may enforce this ordinance prohibiting and penalizing conduct under provisions of such Prevention of Youth Access to Tobacco Act, which penalty provisions under this ordinance shall not be more stringent than those as set

forth in said Prevention of Youth Access Tobacco Act.

SECTION 3.

Any ordinance inconsistent with the terms and provisions of this ordinance is hereby repealed; provided, however, that such repeal shall be only to the extent of such inconsistency and in all other respects this ordinance shall be cumulative of other ordinances regulating and governing the subject matter covered by this ordinance.

SECTION 4.

If, regardless of cause, any section, subsection, paragraph, sentence, phrase, portion or clause of this ordinance is held invalid or determined to be unconstitutional, the remaining sections, subsections, paragraphs, sentences, phrases, portions or clauses shall continue in full force and effect and shall be construed thereafter as being the entire provisions of this ordinance.

SECTION 5.

WHEREAS, an emergency and immediate necessity exists by reason of the health, safety and protection of the citizens of Sallisaw; therefore, an emergency is hereby declared to exist by reason whereof this Ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED this 13th day of February, 2023.

CITY OF SALLISAW, OKLAHOMA

By:

ERNIE MARTENS, Mayor

ATTEST:

KIM JAMISON, City Clerk
[SEAL]

AGENDA ITEM COMMENTARY

Meeting Date: February 13, 2023
Board: Board of City Commissioners
Subject: Ordinance 2023-03

ITEM TITLE: Discuss and Consider Approval of Ordinance 2023-03; An Ordinance Amending Chapter 6, Alcoholic Beverages, To The Sallisaw Code Of Ordinances, Adopting, Adding And Enacting The Following New Division 3, Sections 6-55 Through 6-55.8, Prevention Of Youth Access To Alcoholic Beverages And Low-Point Beer Act, Of The Oklahoma Statutes, To The Sallisaw Code Of Ordinances; Establishing And Providing Regulations Thereof; And Declaring An Emergency

INITIATOR: City Manager, Economic Development Director

STAFF INFORMATION SOURCE: City Manager, Economic Development Director

BACKGROUND: Modifications were made to this section of the code to allow us to more restrict youth access to tobacco and alcohol. The Federal T-21 law, which became effective on December 2019, allows cities, counties, or states to adopt and enforce their laws to prevent the sale of tobacco products to buyers under the age of 21. Compliance with this law is vital for local and state governments to receive federal funding. Adoption of this ordinance will help improve the effectiveness of our local ordinances.

EXHIBITS: 1. TSET Program Director Email
2. 2023.03.Amend Youth Alcohol

KEY ISSUES:

- These changes are necessary to strengthen our position in applying for additional TSET grants. City staff has worked with TSET on the needed ordinance changes.

FUNDING SOURCE: NA

RECOMMENDATION: 1. Approval of Ordinance 2023-03
2. Declare an Emergency

From: JTillman@peopleinc.org <JTillman@peopleinc.org>

Sent: Thursday, February 9, 2023 9:32 AM

To: George Bormann <gbormann@allisawok.org>

Cc: KNetz@peopleinc.org

Subject: RE: Proposed Ordinances

Hi George,

Below are a few talking points on the significance of the proposed youth enabling ordinance:

Nine out of ten adults who smoke cigarettes daily began smoking before the age of 18 years old. In 2019, 30.8% of Oklahoma high school students reported using tobacco products, including e-cigarettes. Additionally, 9.1% of high school students reported being current smokers.

The federal T-21 law, which became effective on December 20, 2019, allows cities, counties, or states to adopt and enforce their laws to prevent the sale of tobacco products to buyers under the age of 21. Compliance with this law is vital for states to receive specific federal funding (Synar). Passing this local ordinance will help to improve the effectiveness of the law.

I've conducted a total of 29 tobacco retailer education visits throughout Sequoyah County within the past six months. Tobacco retailer education visits include the use of an underage buyer who requests a tobacco product. Prior to conducting these visits, the underage buyer undergoes an age perception test to ensure the average person perceives his/her age to be between 16 and 20 (both of my buyers had an average perceived age of 16). After the sale attempt, I introduce myself to the clerk, explain the purpose of the visit, and provide a packet of tobacco retailer educational materials.

While none of the tobacco retailers we visited attempted to complete the sale, I observed a trend in retailers who simply ask the buyer for his/her age or date of birth. Our underage buyers are trained to answer the clerk honestly as we are not trying to trick or mislead, simply to educate. I'm confident many clerks would have completed the sale had the buyers responded they were over 21 (a few clerks had the cigarettes already in hand and had already rang up the purchase). We can do a whole lot better to restrict youth access to tobacco.

In addition to strengthening Sallisaw's stance on youth access to tobacco, passing this ordinance would allow local law enforcement to enforce state law. Tobacco retailers that violate the ordinance during tobacco compliance checks can be issued a citation by law enforcement. When a citation is issued by law enforcement, the fine revenue will stay in Sallisaw. Further, if the Oklahoma ABLE Commission writes the citation, Sallisaw will receive a portion of the fine.

We truly appreciate your time and consideration.

Jayna Tillman
Program Coordinator
TSET Healthy Living Program
205 S JT Stites Blvd, Sallisaw OK 74955
Office: 918-775-7787 ext 2412
jtillman@peopleinc.org

ORDINANCE NO. 2023-03

AN ORDINANCE AMENDING CHAPTER 6, ALCOHOLIC BEVERAGES, TO THE SALLISAW CODE OF ORDINANCES, ADOPTING, ADDING AND ENACTING THE FOLLOWING NEW DIVISION 3, SECTIONS 6-55 THROUGH 6-55.8, PREVENTION OF YOUTH ACCESS TO ALCOHOLIC BEVERAGES AND LOW-POINT BEER ACT, OF THE OKLAHOMA STATUTES, TO THE SALLISAW CODE OF ORDINANCES; ESTABLISHING AND PROVIDING REGULATIONS THEREOF; AND DECLARING AN EMERGENCY

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF SALLISAW, OKLAHOMA.

SECTION 1.

That new Section 6-55 of Chapter 6, Alcoholic Beverages, of the Sallisaw City Code is hereby established by enacting, adding and adopting the following sections, to-wit:

CHAPTER 6

DIVISION 3.

Section 6-55: Prevention of Youth Access to Alcoholic Beverages and Low-Point Beer Act

The provisions of the Prevention of Youth Access to Alcoholic Beverages and Low-Point Beer Act of the Oklahoma Statutes are hereby adopted by reference.
(63 O.S. §1-229.27)

Section 6-55.1: Definitions:

1. "Alcoholic beverage" means any beverage so defined pursuant to Section 506 of Title 37 of the Oklahoma Statutes;
2. "Low-point beer" means any beverage so defined pursuant to Section 163.2 of Title 37 of the Oklahoma Statutes;
3. "Person" means any individual, firm, fiduciary, partnership, corporation, trust, or association, however formed; and
4. "Proof of age" means a driver license or a card issued for identification only pursuant to Section 6-105 of Title 47 of the Oklahoma Statutes, or other generally accepted means of identification that describes the individual as twenty-one (21) years of age or older and contains a photograph or other likeness of the individual and appears on its face to be valid.
(63 O.S. §1-229.28)

Section 6-55.2: Required Signage for Retail Establishments

A. Every person who sells alcoholic beverages at retail shall post conspicuously and keep so posted at the place of business a sign stating the following: "IT'S THE LAW. WE DO NOT SELL ALCOHOLIC BEVERAGES TO PERSONS UNDER 21 YEARS OF AGE". Every person who sells low-point beer at retail shall post conspicuously and keep so posted at the place of business a sign stating the following: "IT'S THE LAW. WE DO NOT SELL LOW-POINT BEER TO PERSONS UNDER 21 YEARS OF AGE".

B. A violation of subsection A of this section constitutes a misdemeanor and upon conviction thereof a violator shall be assessed a fine not to exceed Fifty Dollars (\$50.00) for each day such offense occurred. The notices required by subsection A of this section shall be the only notices required to be posted or maintained in any store that sells alcoholic beverages or low-point beer at retail.
(63 O.S. §1-229.29)

Section 6-55.3: Retail Employee Notice and Acknowledgment

A. Every person engaged in the business of selling alcoholic beverages or low-point beer at retail shall notify each individual employed by that person as a retail sales clerk or server that state law:

1. Prohibits the sale or distribution of alcoholic beverages and low-point beer to any person under twenty-one (21) years of age and the purchase or receipt of alcoholic beverages and low-point beer by any person under twenty-one (21) years of age; and

2. Requires that proof of age be demanded from a prospective purchaser or recipient if an ordinary person would conclude on the basis of appearance that the prospective purchaser or recipient may be under twenty-one (21) years of age.

B. This notice shall be provided before the individual commences work as a retail sales clerk or server, or, in the case of an individual employed as a retail sales clerk or server on the date when this section becomes effective, within thirty (30) days of that date. The individual shall signify that he or she has received the notice required by this section by signing a form stating as follows: "I understand that state law prohibits the sale or distribution of alcoholic beverages and low-point beer to persons under twenty-one (21) years of age, and requires proof of age of purchaser or recipient if an ordinary person would conclude on the basis of appearance that the prospective purchaser or recipient may be under twenty-one (21) years of age. I have been advised on the law and I understand the penalty for violating it."
(63 O.S. §1-229.30)

Section 22-341.4: Power to Enforce Act, Persons Under Twenty-One (21) Years of Age Enlisted to Assist

A. All law enforcement agencies are authorized and empowered to enforce the provisions of this act. The provisions shall be enforced in a manner that can reasonably be expected to reduce the extent to which alcoholic beverages and low-point beer are sold or distributed

to persons under twenty-one (21) years of age.

B. Persons under twenty-one (21) years of age may be enlisted by law enforcement agencies to assist in enforcement. Provided, however, that such persons may be used to test compliance only if the testing is conducted under the direct supervision of the law enforcement agency; provided, written parental consent shall be obtained prior to the use of any person under the age of eighteen (18) years. Any other use of persons under twenty-one (21) years of age to test compliance shall be unlawful and punishable by assessment of an administrative fine of One Hundred Dollars (\$100.00).
(63 O.S. §1-229.31)

Section 6-55.5: Act Does Not Prevent the Imposition of Other Penalties

Nothing in the Prevention of Youth Access to Alcoholic Beverages and Low-Point Beer Act shall be construed to prevent the imposition of any penalty as otherwise specified in the Oklahoma Statutes.
(63 O.S. §1-229.32)

Section 6-55-6: Prevention of Youth Access to Alcohol Revolving Fund

There is hereby created in the State Treasury a revolving fund for the Department of Mental Health and Substance Abuse Services to be designated the "Prevention of Youth Access to Alcohol Revolving Fund". The fund shall be a continuing fund, not subject to fiscal year limitations, and shall consist of all monies received by the Department of Mental Health and Substance Abuse Services from fines collected pursuant to Section 241 of this title. All monies accruing to the credit of said fund are hereby appropriated and may be budgeted and expended by the Department of Mental Health and Substance Abuse Services for the purpose of programs and campaigns to educate the public and law enforcement about the dangers and consequences of providing alcohol to minors. Expenditures from said fund shall be made upon warrants issued by the State Treasurer against claims filed as prescribed by law with the Director of the Office of Management and Enterprise Services for approval and payment.
(63 O.S. §1-229.33)

Section 6-55.7: Hired Bus or Limousine Service Prohibited from Transporting Minors Possessing or Consuming Alcoholic Beverages, Penalties, Hearing

A. It shall be unlawful for any person owning or operating a hired bus or limousine service vehicle licensed as a "motor carrier of persons or property", as defined in the Motor Carrier Act of 1995, Section 230.23 et seq. of Title 47 of the Oklahoma Statutes, to knowingly transport a minor or minors, under the age of twenty-one (21) years, who are in possession of or consuming alcoholic beverages, including low-point beer as defined by Section 163.19 of Title 37 of the Oklahoma Statutes.

B. The operator of any vehicle found in violation of this act shall upon conviction be subject to a misdemeanor offense punishable by a fine of not more than Five Hundred Dollars (\$500.00) and upon a second or subsequent conviction such operator shall be

subject to the fine and mandatory revocation of his or her driving privileges pursuant to Section 6-205 of Title 47 of the Oklahoma Statutes.

C. The owner of any vehicle found in violation of this section shall upon conviction be subject to a misdemeanor offense punishable by a fine of not more than Five Hundred Dollars (\$500.00) and upon a second or subsequent conviction such owner shall be subject to the fine and forfeiture of his or her Interstate Registration Certificate and/or other license issued pursuant to Section 230.21 et seq. of Title 47 of the Oklahoma Statutes, in addition to any other government-issued license authorizing the owner to operate such vehicle for a period of one (1) year.

D. Any law enforcement agency issuing a citation for a violation of this section shall, upon the violator's conviction, report the violation to the Corporation Commission. The Corporation Commission shall, upon an administrative hearing, proceed with revocation proceedings pursuant to the provisions of this act.

E. Any person found in violation of this section and subject to the license or permit revocations herein may apply for reinstatement of such license or permit following the conclusion of the two-year period with the appropriate state agency pursuant to law.

F. The Corporation Commission, the Department of Public Safety and any other state agency affected by the provisions of this section are authorized to promulgate rules as necessary to implement the provisions of this act.

(63 O.S. §1-229.34)

Section 6-55.8: Enforcement of Violations and Fines by Municipality

For violations of the Prevention of Youth Access to Alcohol and Low-Point Beer Act which occur within the City of Sallisaw, the municipal police officers may enforce this ordinance prohibiting and penalizing conduct under provisions of such Prevention of Youth Access to Alcohol and Low-Point Beer Act, which penalty provisions under this ordinance shall not be more stringent than those as set forth in said Prevention of Youth Access Alcohol and Low-Point Beer Act.

SECTION 3.

Any ordinance inconsistent with the terms and provisions of this ordinance is hereby repealed; provided, however, that such repeal shall be only to the extent of such inconsistency and in all other respects this ordinance shall be cumulative of other ordinances regulating and governing the subject matter covered by this ordinance.

SECTION 4.

If, regardless of cause, any section, subsection, paragraph, sentence, phrase, portion or clause of this ordinance is held invalid or determined to be unconstitutional, the remaining sections, subsections, paragraphs, sentences, phrases, portions or clauses shall continue in full force and effect and shall be construed thereafter as being the entire provisions of this ordinance.

SECTION 5.

WHEREAS, an emergency and immediate necessity exists by reason of the health, safety and protection of the citizens of Sallisaw; therefore, an emergency is hereby declared to exist by reason whereof this Ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED this 13th day of February, 2023.

CITY OF SALLISAW, OKLAHOMA

By:

ERNIE MARTENS, Mayor

ATTEST:

KIM JAMISON, City Clerk
[SEAL]

AGENDA ITEM COMMENTARY

Meeting Date: February 13, 2023
Board: Board of City Commissioners
Subject: Engineering Services Drake Road / Lennington Water Loop

ITEM TITLE: Discuss and Consider Approval of Contract for Engineering Services Between the City of Sallisaw and Neel, Harvell and Associates, P.C., Consulting Engineers For the Drake / Lennington Water Loop in the Amount of \$118,500.00

INITIATOR: City Manager
Building Development Director

STAFF INFORMATION SOURCE: Neel, Harvell and Associates

BACKGROUND: This contract allows Neel, Harvell and Associates to begin engineering work on the Drake Road / Lennington Water Loop. This project expands the water line size from Highway 59 South, west on Drake Road to Shilo, then north to Lennington Road. This completes a much needed loop to improve water pressure and volume in this area. It also allows us to prepare for future development along Drake Road.

EXHIBITS: 1. DRAKE LENNINGTON Water Loop.Feb 2023

KEY ISSUES:

- The estimated cost of this project, including engineering fees, is \$1,278,493.
- For this project, the City of Sallisaw has been awarded a \$626,461 grant through the Oklahoma Water Resources Board. The city will match this grant award by using \$652,032 from our recently received ARPA funding.

FUNDING SOURCE:

- OWRB Grant: \$626,461
- City ARPA Funding: \$652,032

RECOMMENDATION: Staff recommends approval of the engineering contract.

CONTRACT / PROFESSIONAL AGREEMENT INFORMATION COVER

CITY / SMA / OTHER: **CITY OF SALLISAW**

GRANT YES/NO: **NO**

VENDOR: **NEEL HARVELL AND ASSOCIATES**

PURPOSE / PROJECT:

DRAKE LENINGTON WATER LOOP

CONTRACT AMOUNT / FEE: \$ 118,500.00

IF APPLICABLE, GRANT INFO: OWRB GRANT

CITY / SMA BOARD APPROVAL DATE: 2/13/2023

PURCHASE ORDER ASSIGNED:

GL # ASSIGNED:

IF APPLICABLE

CONTRACT START DATE: 2/13/2023 END DATE:

NOTES:

ENGINEERING FOR DRAKE ROAD LENNINGTON WATER LOOP PROJECT.
FUNDED BY CITY ARPA FUNDS AND OWRB GRANT

CONTRACT FOR ENGINEERING SERVICES

THIS AGREEMENT, made and entered into this ____ day of _____, **2023**, by and between NEEL, HARVELL and ASSOCIATES, P.C. , CONSULTING ENGINEERS, hereinafter called ENGINEER, and the **City of Sallisaw**, hereinafter called the OWNER.

WITNESSETH, that whereas the OWNER intends to perform certain Improvements to the

WATER SYSTEM

(Drake / Lenington Water Loop)

NOW, THEREFORE, THE OWNER AND ENGINEER, for the considerations hereinafter set forth, agree as follow:

1. THE ENGINEER AGREES to serve as the OWNER'S professional representative in the preparation of the plans and specifications and in the general construction observation of the PROJECT during construction for compliance with these plans and specifications and to provide the following detailed services to the OWNER in connection with the PROJECT.
 - (a) Perform all necessary services regarding the proposed PROJECT to provide preliminary plans and preliminary cost data for the OWNER.
 - (b) Perform the necessary surveys and compile necessary data for use in the design of the PROJECT.
 - (c) Prepare the detailed construction drawings and specifications for the improvements and furnish the OWNER with a set of same, procure the approval of any and all approving agencies having jurisdiction over the PROJECT as directed by the OWNER, procure all necessary permits for construction of the PROJECT, prepare proposal forms, notices to bidders, complete working drawings, specification, and contract documents satisfactory to the OWNER for the effective coordination and execution of the construction work and furnish detailed estimates of cost of the construction utilizing the completed drawings and specification as approved.

- (d) Render assistance in obtaining bids, attend bid openings, analyze bids received, make recommendations as to the lowest and best bidder and render assistance in the award of the contracts.
 - (e) Furnish general supervision during the construction phase of the PROJECT which shall include horizontal and vertical control information for the setting of construction stakes, approval of working drawings, preparation of monthly pay estimates and other general administrative work on the PROJECT.
 - (f) The ENGINEER shall have the authority to make minor changes during the construction to insure the OWNER that the work will be properly constructed. All extra work must be added by change order and must be approved by the OWNER, the Contractor, and the ENGINEER.
2. THE OWNER AGREES to pay the ENGINEER for the services as described in the preceding paragraphs at the rates as set forth below. These payments constitute complete compensation for the services rendered by the ENGINEER.
The fee shall be as follows:

Preliminary Engineering Fee	\$ 2,500.00
Engineering Fee	\$ 86,000.00
Inspection Fee	\$ 27,500.00
Flow Test / Surveying Fee	\$ 2,500.00
Total Engineering Fees	\$ 118,500.00

Seventy percent (70%) of the Engineering Fee shall be due and payable upon the approval by the OWNER of the plans and specification. The remaining thirty percent (30%) shall be spaced in equal monthly payment over the period of the construction contract.

The OWNER shall pay the cost of all review fees and special tests ordered by him in addition to the above fee.

The OWNER shall pay as additional costs any right of way or easements survey, cost of topographic maps for master planning, including field work necessary for horizontal and vertical control, and any other additional work not covered by the preceding paragraphs of this contract, at the following hourly rates.

Engineer, Principal	\$ 125.00
Engineer, Project	\$ 100.00
Surveying	\$ 325.00
Engineering CAD Technician	\$ 75.00
General Inspection	\$ 50.00
Full Time Inspection	\$ 65.00
CAD	\$ 75.00
Secretary	\$ 35.00
Reproduction & Misc. Expenses	Actual Cost

No deductions shall be made from the ENGINEER'S fee on account of penalties, liquidated damages, or other sums withheld from the payment to the contractors.

3. THE COST OF THE WORK as referred to herein, means the cost to the OWNER, but such cost shall not include any ENGINEER'S or Special consultant's fee or reimbursements or cost of land or right of way, or cost of equipment (not designed or specified by the ENGINEER), or cost of insurance, or the cost of any administrative or legal expense, or special test or review fees authorized by the OWNER.
4. DRAWINGS AND SPECIFICATIONS ARE the property of the OWNER whether the work for which they are made be executed or not.
Sets of plans and specifications will be furnished to the OWNER at his request and without cost to the OWNER other than the direct expense of producing the copies, specifications, blueprints of drawings and the copies of other documents relating to the work which the OWNER may require for his own use of record. Upon completion of the work the ENGINEER will furnish the OWNER with one (1) set of reproducible "As-Built" plans as required by the OWNER.
5. THIS CONTRACT MAY BE TERMINATED by either party upon thirty (30) days notice in writing. In the event that the contract is terminated by the OWNER at no fault of the ENGINEER, the ENGINEER shall be paid promptly for all work performed to the date of termination. If the ENGINEER should default, no payment shall be made to him except for the portion of the work performed which will be of value to the OWNER and which the OWNER decides to purchase.

All completed or partially completed designs, plans and specifications prepared under this contract shall become the property of the OWNER when and if the contract is terminated.

6. THE OWNER AND ENGINEER each binds himself, his partners, successors, executors or administrators and assigns to the other party to this agreement, and to the partner, successors, executors, administrators, and assigns to such other party in respect of all covenants of this agreement. Except as above, neither the OWNER nor the ENGINEER shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other.

CONTRACT FOR ENGINEERING SERVICES - Page Four

IN WITNESS WHEREOF the parties hereto have made and executed this AGREEMENT the day and year first above written.

OWNER:

City of Sallisaw
P.O. Box 525 115 E. Choctaw
Sallisaw, Oklahoma 74955

BY: _____
City Manager

ATTEST:

BY: _____
Clerk

ENGINEER:

Neel, Harvell and Assoc., P.C.
Consulting Engineers & Planners
123 North Oak
Sallisaw, Oklahoma 74955

BY: _____
P. Doug Harvell, P.E.

ATTEST:

BY: _____
J. Scott Neel

AGENDA ITEM COMMENTARY

Meeting Date: February 13, 2023
Board: Board of City Commissioners
Subject: Condemnation of Dilapidated Structure

ITEM TITLE: Conduct Public Hearing to Determine if the Property Located at 304 South Main Street is a Public Nuisance; Case No. 02-23-1C, Condemnation of Dilapidated Structure; and Possible Direction to Staff to Abate Nuisance

INITIATOR: Code Inspector

STAFF INFORMATION SOURCE: Code Inspector

BACKGROUND: On December 11, 2022, the structure was damaged in a fire and is a total loss. The structure is unsecured and there are safety concerns due to the lack of structural integrity. It is Building Development's opinion that the structure is beyond repair and should be removed.

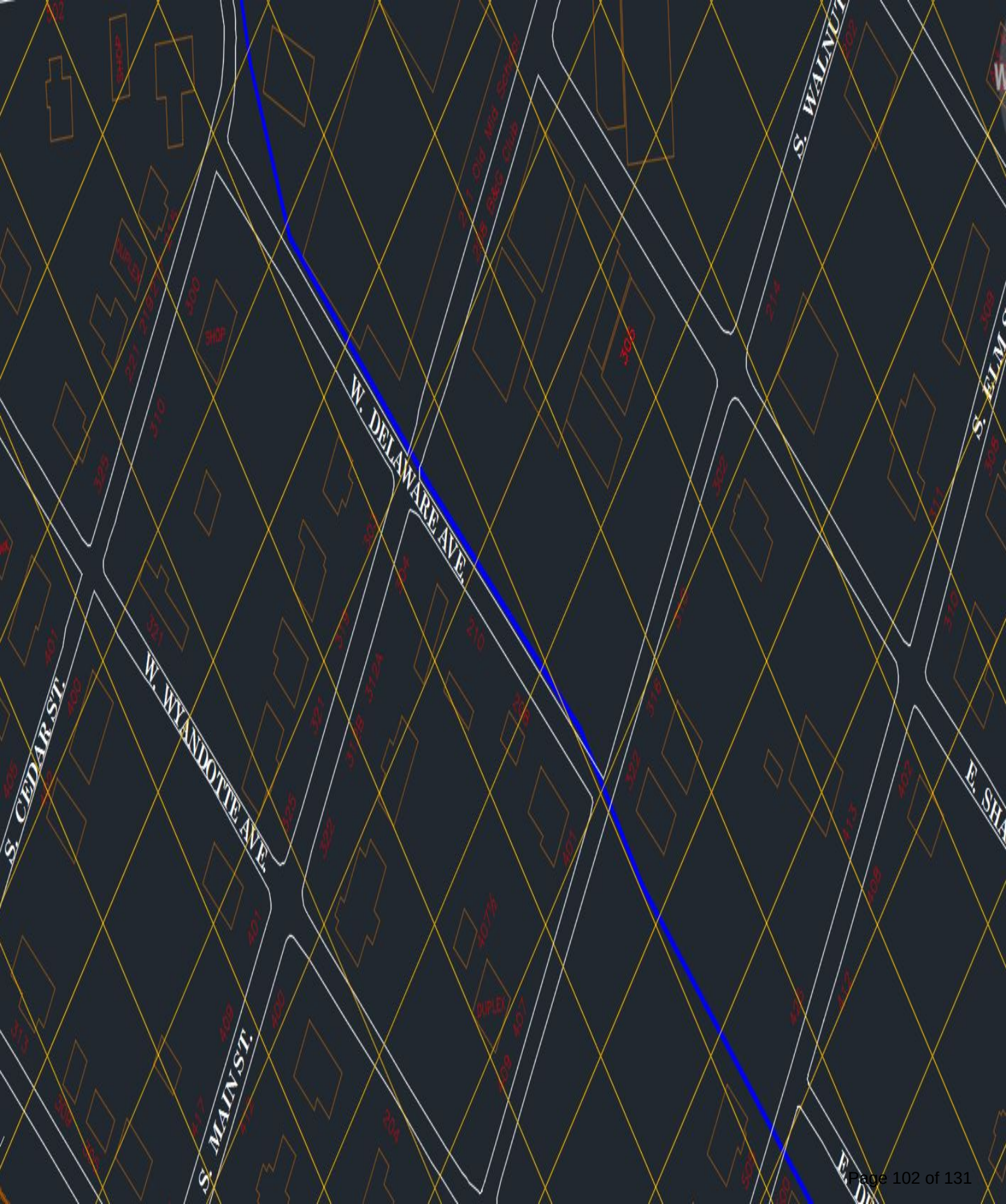
EXHIBITS:

1. ward 3
2. warranty deed (002)
3. flood map
4. County legal
5. Picts 304 S Main

KEY ISSUES: The structure is burned and in a state of disrepair. It is a hazard.

FUNDING SOURCE: N/A

RECOMMENDATION: Declare Case No. 02-23-1C a public nuisance and direct staff to abate nuisance.



Documentary Stamp Tax 17.25
Exemption No. _____
Date 10/14/16 Purchase Price 11,500.00
Claimant Signature _____

I-2016-006678 Book 1411 Pg: 378
10/14/2016 2:56 pm Pg 0378-0378
Fee: \$ 13.00 Doc: \$ 17.25
Julie Haywood - Sequoyah County Clerk
State of Oklahoma
ML

WARRANTY DEED
(Oklahoma Statutory Form)

That **ALLEN W WHITNEY, SPOUSE OF RUSTY HOOVER AND RUSTY HOOVER, SPOUSE OF ALLEN W WHITNEY**, Party of the first part, in consideration of the sum of TEN AND NO/100THS DOLLARS (\$10.00) and other valuable considerations, in hand paid, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto **JESSE E HUDSON**, party of the second part, the following described real property and premises situate in Sequoyah County, State of Oklahoma, to-wit:

THE WEST 70 FEET OF LOTS 5 & 6 IN BLOCK 65 IN THE CITY OF SALLISAW, SEQUOYAH COUNTY, OKLAHOMA

MOBILE HOME INFORMATION 1977 FLAMEN VIN# MOW1382239 TITLE# A394672F
together with all the improvements thereon and the appurtenances thereunto belonging, and warrant the title to the same.

TO HAVE AND TO HOLD said described premises unto the said part of the second part, heirs and assigns of the survivor, forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature.

EXCEPT covenants, conditions, easements and restrictions of record.

Signed and delivered this 14 day of October, 2016.

Allen W. Whitney
ALLEN W WHITNEY

[Signature]
RUSTY HOOVER

STATE OF OKLAHOMA

COUNTY OF SEQUOYAH

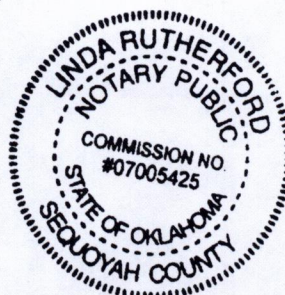
I, *Linda Rutherford*, a Notary Public in and for the County and State, do hereby certify that **ALLEN W WHITNEY AND RUSTY HOOVER** personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

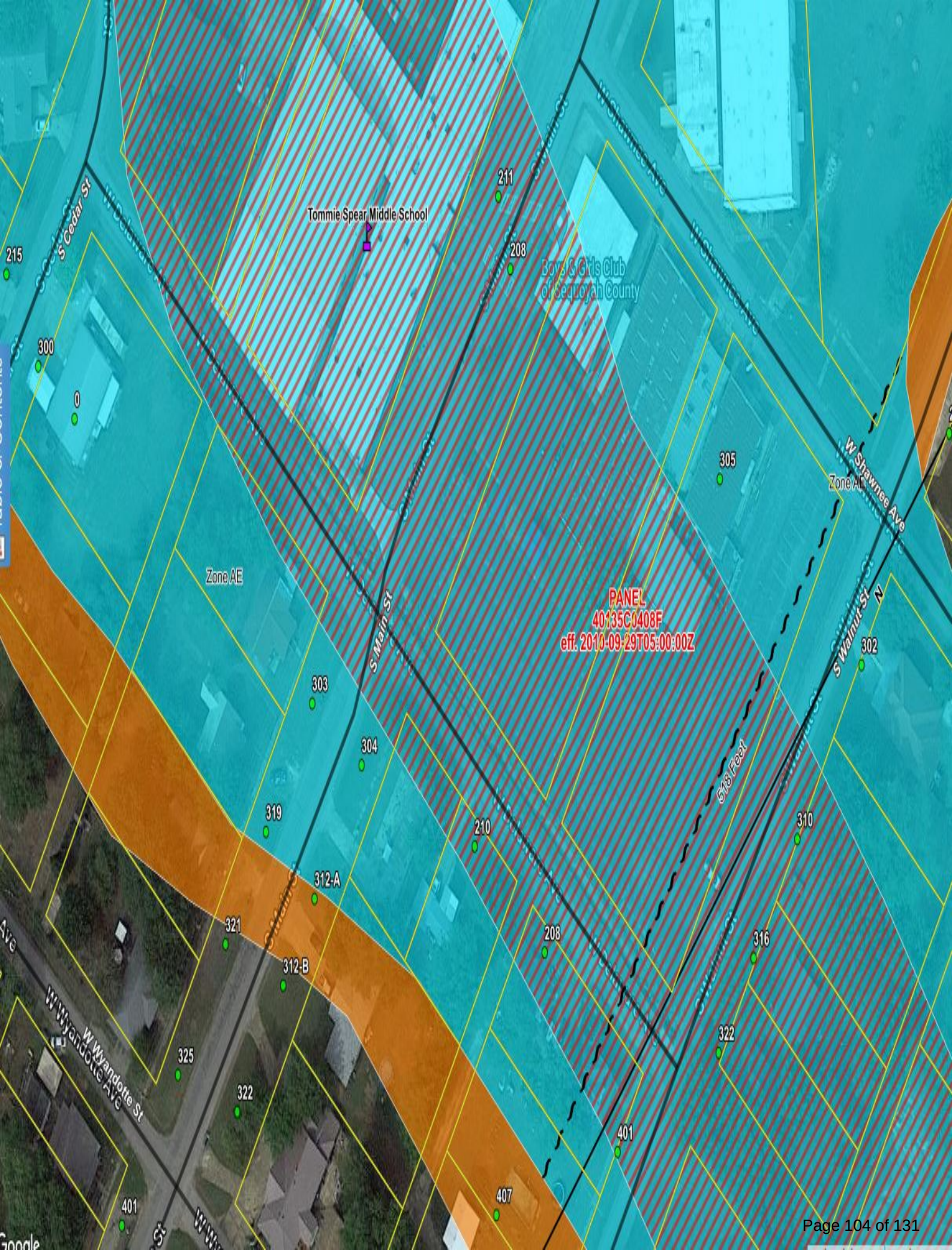
Witness my hand and official seal, this 14 day of October, 2016.

Linda Rutherford
Notary Public

My Commission Expires: 06/05/2019

(SEAL)





As of: 12/30/2022

Property Owner**Name:** HUDSON, JESSE E.**Property Information****Physical Address:** 304 S MAIN**Mailing Address:** 110 JOY DRIVE
BOKOSHE, OK 74930-**Subdivision:** SALLISAW (ORIG. TOWN/KA
BRUTON) 5&6-1**Type:** (RI) Res. Improv.**Block / Lot:** 0065 / 0006**Tax Dist:** (201) Sallisaw City**S-T-R:** N/A**Size (Acres):** 1.000**Extended Legal:** W.70' LOTS 5 & 6, BLOCK 65, ORIG. TOWN SALLISAW**Market and Assessed Values:**

	Taxable Market Value	Full Assessed (11.00% Market Value)
Land:	\$4,636	\$510
Building:	10771	1185
Total:	\$15,407	\$1,695

Land:

Land Use	Size	Units
	1	Acres

Deed Transfers:

Date	Book	Page	Deed Type	Stamps	Est. Sale	Grantor	Code	Type
10/14/2016	1411	378	Warr. Deed	17.25	\$11,500	WHITNEY, ALLEN ETAL	Q	
4/5/2011	1244	816	Warr. Deed	2.25	\$1,500	BARNES, ALLEN C. JR.	21	
3/18/2008	1159	352	Warr. Deed	31.50	\$21,000	NIETO, JOEL & ROSALBA	QV	
2/29/2008	1157	776	Warr. Deed	33.00	\$22,000	T & R INVESTMENTS	PQ	

Not a Legal Document.

Subject to terms and conditions.

www.datascoutpro.com

As of: 12/30/2022

Details for Residential Card 1:

Occupancy	Story	Construction	Total Liv	Grade	Year Built	Age	Condition	Beds
Mobile Home	ONE	Aluminum Sheet	840	2	1975	48	Low	3

Exterior Wall: Aluminum Sheet

Heat / Cool: Central

Plumbing: Full: 2

Roof Cover: Metal

Year

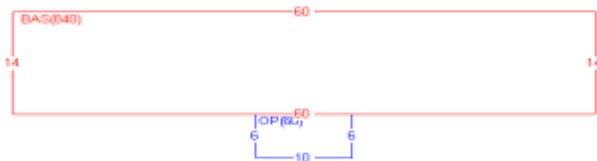
Remodeled:

Fireplace: N/A

Outbuildings and Yard Improvements:

Item	Type	Size/Dim	Unit Multi.	Quality	Age
Shed - Small		48			
Wood Deck - Covered		60			

Sketches



As of: 12/30/2022

Photos



Map:











AGENDA ITEM COMMENTARY

Meeting Date: February 13, 2023
Board: Board of City Commissioners
Subject: Condemnation of Dilapidated Structure

ITEM TITLE: Conduct Public Hearing to Determine if the Property Located at 306 South Dogwood Street is a Public Nuisance; Case No. 02-23-2C, Condemnation of Dilapidated Structure; and Possible Direction to Staff to Abate Nuisance

INITIATOR: Code Inspector

STAFF INFORMATION SOURCE: Code Inspector

BACKGROUND: The structure was damaged in a fire on November 16, 2022, and was a total loss. There are safety concerns with the structure due to the lack of structural integrity. The openings have been boarded up. It is Building Development's opinion that the structure is beyond repair and should be removed.

EXHIBITS:

1. county legal
2. DEED
3. PICT DOGWOOD

KEY ISSUES: The structure is burned and in a state of disrepair. It is a hazard.

FUNDING SOURCE: N/A

RECOMMENDATION: Declare Case No. 02-23-2C a public nuisance and direct staff to abate nuisance.

As of: 12/30/2022

Property Owner**Name:** DUFFIELD, JOHN & DORA MAE**Property Information****Physical Address:** 306 S DOGWOOD**Mailing Address:** 306 S DOGWOOD
SALLISAW, OK 74955-0000**Subdivision:** PLUNKETT #1 5-11-24**Block / Lot:** 0003 / 0003**Type:** (RI) Res. Improv.**S-T-R:** N/A**Tax Dist:** (201) Sallisaw City**Size (Acres):** 0.000**Extended Legal:** PLUNKETT I LOT 3 LESS N. 60', BLOCK 3, AN ADDITION TO THE CITY OF SALLISAW**Market and Assessed Values:**

	Taxable Market Value	Full Assessed (11.00% Market Value)
Land:	\$2,602	\$286
Building:	9998	1100
Total:	\$12,600	\$1,386

Land:

Land Use	Size	Units
	1	Lots

Deed Transfers:

Date	Book	Page	Deed Type	Stamps	Est. Sale	Grantor	Code	Type
5/6/2013	1306	186	Warr. Deed	0.00	\$0	DUFFIELD,JOHN	04	
10/7/2010	1232	762	Consolidatio n	18.00	\$12,000	ROWE, VIRGILE	Multiple Units	
11/19/2008	1183	44	Quit Claim	12.00	\$8,000	MCGRAW, HELEN	Inc. Personal Prop.	
7/3/2003	988	347	FT	0.00	\$0	MCGRAW, JOHN & HELEN	U	

Not a Legal Document.

Subject to terms and conditions.

www.datascoutpro.com

As of: 12/30/2022

Details for Residential Card 1:

Occupancy	Story	Construction	Total Liv	Grade	Year Built	Age	Condition	Beds
Single Family	ONE	Frame, Siding, Vinyl	912	1	1953	70	Low	2

Exterior Wall: Frame, Siding,
Heat / Cool:

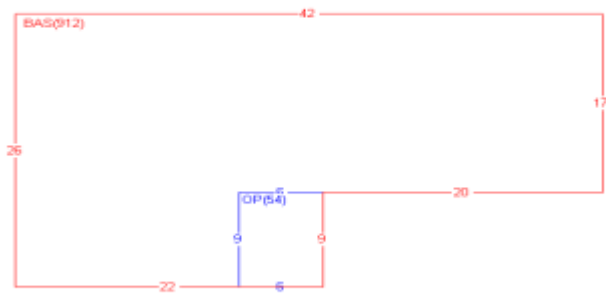
Plumbing: Full: 1

Roof Cover: Metal
Year
Remodeled:
Fireplace: N/A

Outbuildings and Yard Improvements:

Item	Type	Size/Dim	Unit Multi.	Quality	Age
Wood Deck - Covered		54			

Sketches



As of: 12/30/2022

Photos



Map:



Documentary Stamp Tax
Exemption No. 320-4
Date 5-6-13 Purchase Price
Claimant Signature [Signature]

I-2013-002973 Book 1306 Pg: 186
05/07/2013 9:31 am Pg 0186-0186
Fee: \$ 13.00 Doc: \$ 0.00
Julie Haywood - Sequoyah County Clerk
State of Oklahoma

JOINT TENANCY

WARRANTY DEED

(INDIVIDUAL FORM)

KNOW ALL MEN BY THESE PRESENTS:

THAT JOHN DUFFIELD AND DORA MAE DUFFIELD, HUSBAND AND WIFE

Of SEQUOYAH County, State of OKLAHOMA, parties of the first part, in consideration of the Sum of TEN AND NO/100 _____ DOLLARS and other valuable considerations In hand paid, the receipt of which is hereby acknowledged, does hereby Grant, Bargain, Sell and convey unto : **JOHN DUFFIELD AND DORA MAE DUFFIELD, HUSBAND AND WIFE**

(MAILING ADDRESS) 306 S. Dogwood
Sallisaw, OK 74455

As joint tenants and not as tenants in common with full rights of survivorship, the whole estate to Vest in the survivor in the event of the death of either, of SEQUOYAH County, State of OKLAHOMA, Parties of the second part, the following described real Property and premises situated in SEQUOYAH County, State of OKLAHOMA, To wit:

LOT 3, BLOCK 3 OF PLUNKETT # 1 ADDITION TO THE CITY OF SALLISAW, SEQUOYAH COUNTY, OKLAHOMA.
LESS THE NORTH 60 FEET OF SAID LOT AKA 306 S. DOGWOOD

LESS PUBLIC ROAD RIGHTS OF WAY AND SUBJECT TO EASEMENTS OF RECORD

Together with all the improvements thereon and the appurtenances thereunto belonging, and warrant the title to the same.

TO HAVE AND TO HOLD said described premises unto the said parties of the second part, as Joint tenants, and to the heirs and assigns of the survivor, forever, free, clear and discharged of and From all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of Whatsoever nature.

Signed and delivered this 6th day of May, 2013

[Signature]
JOHN DUFFIELD

[Signature]
DORA MAE DUFFIELD

STATE OF OKLAHOMA
COUNTY OF SEQUOYAH

INDIVIDUAL ACKNOWLEDGMENT

Oklahoma Form

Before me, the undersigned, a Notary Public in and for said County and State on the 6th day of May, 2013,
Personally appeared :
to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires 2013



[Signature]
NOTARY PUBLIC

THIS DEED IS PREPARED AT THE WISHES OF GRANTOR AND GRANTEE. NO PROPERTY SEARCH WAS MADE AND NO ATTORNEY OPINION WAS REQUESTED OR GIVEN. GRANTOR AND GRANTEE ASSUME ALL RESPONSIBILITY FOR THE CONTENT CONTAINED HEREIN.





AGENDA ITEM COMMENTARY

Meeting Date: February 13, 2023
Board: Board of City Commissioners
Subject: Plat Presentation

ITEM TITLE: Discuss and Consider Approval of Planning Commission Case No. PC2022-014; Plat Presentation of Lee Creek Estates by INSU, Inc.

INITIATOR: Kelly Osburn, Agent for INSU, Inc.

STAFF INFORMATION SOURCE: Building Development

BACKGROUND: Kelly Osburn, agent for INSU, Inc., will present a plat of Lee Creek Estates, an addition to the City of Sallisaw, for consideration. The property is located on South Buddy Spencer Ave. The intent is to construct multiple single family dwellings and duplexes. The Planning Commission heard this item on February 7th and recommended approval.

EXHIBITS: 1. PC2022-014 App
2. Lee Creek Est Prelim_easements

KEY ISSUES: None.

FUNDING SOURCE: None.

RECOMMENDATION: Approval of the plat of Lee Creek Estates.

CASE # _____

PLANNING COMMISSION

REQUEST FOR PRELIMINARY PLAT APPROVAL

Application is hereby made to the Planning Commission for consideration of a recommendation to the City Council for

General Location 80 Buddy Spender
(Street Address)

Present Use of Property A9

Proposed Use of Property Residential

Record Owner of Property Peter Lee

If Applicant is other than owner, indicate interest: ☐ purchaser, ☐ lessee,
☒ agent for, Kelly Osburn ☐ other _____

Are there any Private or Deed Restrictions controlling the use of this property? _____

I do hereby certify that the information herein submitted is complete, true and accurate.

Signed Kelly Osburn Address PO Box 1406
Phone 918-774-4050 Sallisa Osburn

APPLICANT - DO NOT WRITE BELOW THIS LINE

Application Received by: Chris Carter Date: 11-15-22

Present Zoning A-1

Application No.: PC2022-014 Requested: _____

Fee Receipt: _____ P.C. Action _____

City Action: _____ Date: _____

Ordinance No.: _____

AGENDA ITEM COMMENTARY

Meeting Date: February 13, 2023
Board: Board of City Commissioners
Subject: Rezoning

ITEM TITLE: Discuss and Consider Approval of Planning Commission Case No. PC 2022-015; Rezoning Request From Agriculture District (A-1) to Residence District (R-2) by INSU, Inc; and, Ordinance 2023-04 with Emergency Clause

INITIATOR: Kelly Osburn, Agent for INSU, Inc.

STAFF INFORMATION SOURCE: Building Development

BACKGROUND: Kelly Osburn, agent for INSU, Inc., is requesting a rezoning from agricultural district (A-1) to residence district (R-2). The property is located on South Buddy Spencer Avenue. The intent is to construct single-family dwellings and duplexes. The Planning Commission heard this item at their February 7th meeting and recommends approval.

EXHIBITS:

1. PC2022-015 App
2. Notice of Hearing - Case No. PC 2022-015
3. PC2022-015 Newspaper Map
4. 2023.04.Rezoning Request.INSU INC

KEY ISSUES: None.

FUNDING SOURCE: None.

RECOMMENDATION:

1. Approval of Planning Commission Case No. PC 2022-015, rezoning from A-1 to R-2; Ordinance 2023-04
2. Approval of emergency clause.

PLANNING COMMISSION
REQUEST TO REZONE

Application is hereby made to the Planning Commission of a recommendation to the City Council for rezoning of the following described property to a District R-2

General Location 50. Buddy Spencer
(Street Address)

Present Use of Property Agriculture

Proposed Use of Property Residential

Record Owner of Property Dan or Peter Lee

If Applicant is other than owner, indicate interest: ☐ purchaser, ☐ lessee,

☒ agent for Kelly Osborn ☐ other _____

Are there any Private or Deed Restrictions controlling the use of this property? _____

I do hereby certify that the information herein submitted is complete, true and accurate.

Signed Kelly Osborn
Phone 918-774-4450

Address PO Box 1406
Gallatin OK

APPLICANT - DO NOT WRITE BELOW THIS LINE

Application Received by: Chris Carter Date 11-15-22

Application No.: _____ Requested: Kelly Osborn

Fee Receipt: _____ P.C Recommendation: Approval _____ Denial _____

City Council: _____ Date: _____

Date: _____

Ordinance No.: _____

NOTICE OF PUBLIC HEARING
ON APPLICATION FOR REZONING

Notice is hereby given that the undersigned, as owner(s) or agent for the owner(s) of the following described property in the Sallisaw City Limits, Sequoyah County, **Oklahoma, to wit:**

THE NW/4 SE/4 OF SECTION 8, TOWNSHIP 11 NORTH, RANGE 24 EAST, SEQUOYAH COUNTY, OKLAHOMA.

has filed with the Sallisaw Planning Commission a written application # **PC 2022-0015** pursuant to the Zoning Ordinance as adopted by the City of Sallisaw, Oklahoma, to **rezone from Agricultural District (A-1) to Residence District (R-2)**

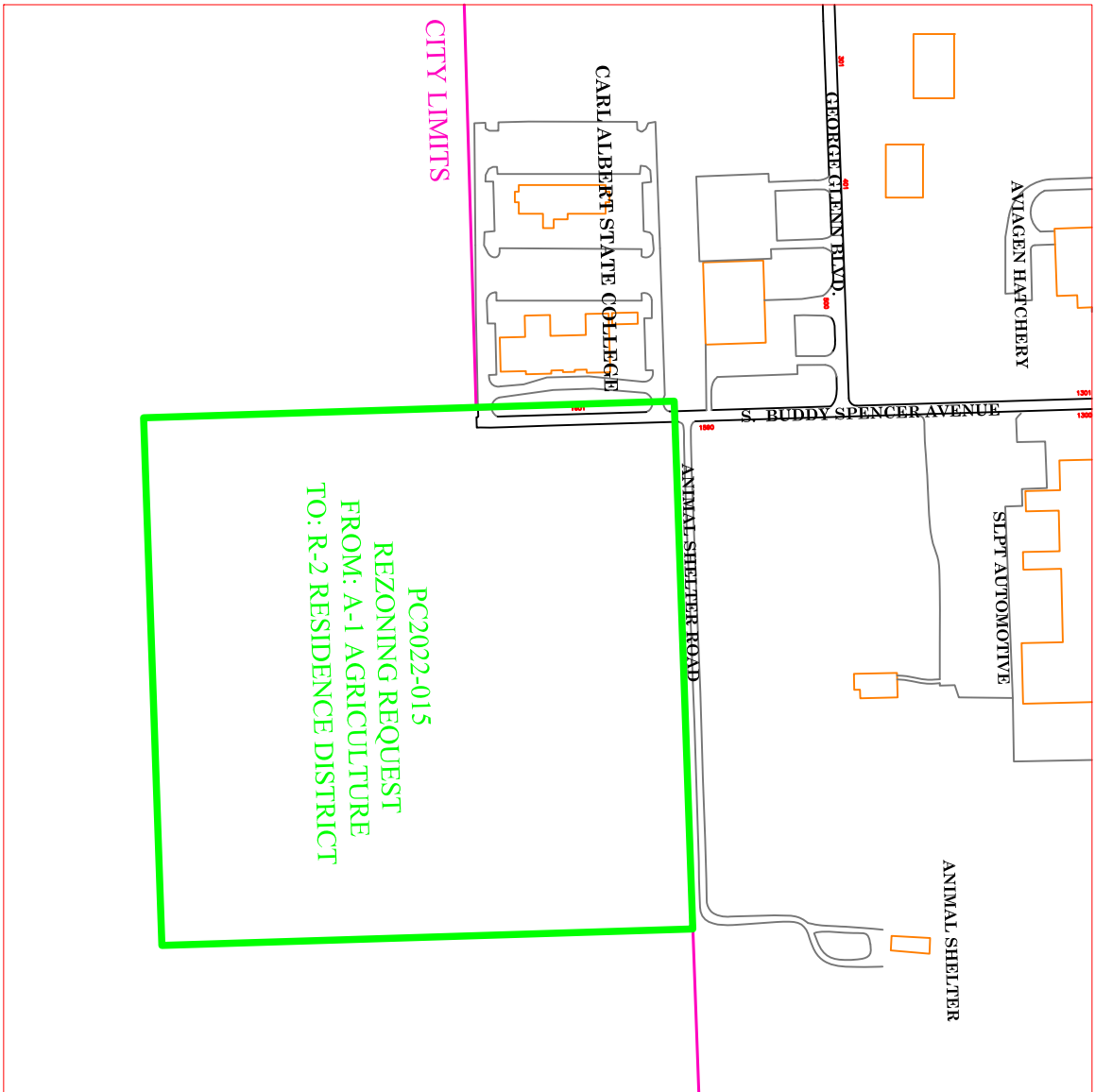
The undersigned will present said application to the Sallisaw Planning Commission on **February 7, 2023**, at **113 N. Elm, beginning at 5:30 pm**, at which time the Sallisaw Planning Commission will conduct a public hearing on said application. All interested persons are entitled to be heard and are invited to attend. Notice is published this 18th day of January, 2023.

By: **INSU, Inc.**
Owner(s)

or By: **Osburn Land Surveyors, LLC**
Agent

By: **Crystal Sides**
Secretary, Sallisaw Planning Commission

Bill To:
City of Sallisaw
PO Box 525
Sallisaw, OK 74955
PO #92002



ORDINANCE NO. 2023-04

**AN ORDINANCE AMENDING THE ZONING MAP
OF SALLISAW AND DECLARING AN EMERGENCY**

**BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF SALLISAW,
OKLAHOMA:**

SECTION 1.

That the zoning map of the City of Sallisaw, which is part of Section 102-172 of the Code of Ordinances, City of Sallisaw, Oklahoma, is hereby amended in the following particulars, to-wit:

That the following described real estate situated in the City of Sallisaw, County of Sequoyah, State of Oklahoma, to-wit:

The NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 8, Township 11 North, Range 24 East, Sequoyah County, Oklahoma;

be and the same is hereby changed from A-1 to R-2 District, which is owned by INSU, Inc..

SECTION 2.

WHEREAS, an emergency and immediate necessity exists by reason of the health, safety and protection of the citizens of Sallisaw; therefore, an emergency is declared to exist by reason whereof this ordinance shall be in full force and effect from and after its passage and approval.

APPROVED this 13th day of February, 2023.

CITY OF SALLISAW, OKLAHOMA

By:

ERNIE MARTENS, Mayor

ATTEST:

KIM JAMISON, City Clerk
[SEAL]

AGENDA ITEM COMMENTARY

Meeting Date: February 13, 2023
Board: Board of City Commissioners
Subject:

ITEM TITLE: Receive Update on Current and Future Projects; Possible Direction to Staff

INITIATOR:

STAFF INFORMATION SOURCE:

BACKGROUND:

EXHIBITS:

KEY ISSUES:

FUNDING SOURCE:

RECOMMENDATION:

AGENDA ITEM COMMENTARY

Meeting Date: February 13, 2023
Board: Board of City Commissioners
Subject:

ITEM TITLE: Receive Update on the Financial Status of the City and Activities of the Finance Department; Possible Direction to Staff

INITIATOR:

STAFF INFORMATION SOURCE:

BACKGROUND:

EXHIBITS:

KEY ISSUES:

FUNDING SOURCE:

RECOMMENDATION:

AGENDA ITEM COMMENTARY

Meeting Date: February 13, 2023
Board: Board of City Commissioners
Subject:

ITEM TITLE: Receive Update on Economic Development and Grant Activities; Possible Direction to Staff

INITIATOR:

STAFF INFORMATION SOURCE:

BACKGROUND:

EXHIBITS:

KEY ISSUES:

FUNDING SOURCE:

RECOMMENDATION:

ADMINISTRATIVE REPORTS

Meeting Date:	February 13, 2023
Board:	Board of City Commissioners
Subject:	

Upcoming Events

- March 13, 2023; Board of City Commissioners

City Manager Reports

- Staff recently met with our health insurance consultant regarding our upcoming renewal. The claims and numbers for the previous year look favorable to us. At this time, we do not expect any significant increases in our premiums.
- Staff recently reviewed the 65% plans for the new swimming pool. Staff made comments and submitted them to our architect. We are currently on track to bid the project toward the end of March, with the bid opening toward the end of April.
- Staff continues to research ways to provide the required CDL training for new employees.
- Staff is currently reviewing DiamondNet rates and package offerings. We hope to bring this to the Board for review within the next few months.
- The City has been awarded an OWRB grant in the amount of \$626,461.00 for the Drake Road, Shiloh, Lennington Water Loop.

Drake Road, Shiloh, Lennington Water Loop	OWRB Grant Project
Estimated Costs	\$ 1,278,493
OWRB Funding	\$ 626,461
City Match	\$ 652,032
Total Funding Available	\$ 1,278,493
*City match from city ARPA funding	

City Projects

- With city hall closing due to recent winter weather, the tree trimming bid must be re-bid at a later date. The City Clerk is currently working on new dates for this project.

Other

- I have taken the opportunity to re-organize the Telecommunications and Information Services departments. Clint Smith has been given the title of IT Manager and will assume responsibility of both departments. He is in the process of moving his office to city hall.

For DiamondNet, Doug Martin will assume daily supervision responsibilities of Telecommunications as the Senior Network Technician. This move will also free up Robin from overseeing Information Services. Over time, Robin will also turn over a lot of the back office operations of DiamondNet to Clint as well. Overall, this will allow for better coordination and long range planning of all our IT functions.

- The PCA passed on to the City by GRDA continues to be a concern of city staff. The GRDA customer group continues to visit with GRDA on this matter.