Posted at City Hall, 17 Hospital Drive, Eufaula, OK 74432 and at Community Center, 121 High Street, Eufaula, OK 74432 (the location of the meeting) on December 29th, 2021 at 5:00 p.m.

CITY OF EUFAULA, OK

Community Center
121 High Street
Eufaula, OK 74432

NOTICE AND AGENDA OF MEETINGS
Monday
January 3rd, 2021
5:30 p.m.

City Council and Eufaula Public Works Authority

The City of Eufaula encourages participation from all its citizens in public meetings. If participation is not possible due to a disability, notify the City Clerk, in writing, at least forty-eight hours prior to the scheduled meeting and necessary accommodations will be made (ADA 28CRF/36).

Council Rules of Decorum limit citizen comments on agenda items and public hearings to five (5) minutes. Any person desiring to address the Council during such period is required to sign in with the City Clerk, provide their name, address and specify the agenda item they wish to address. Remarks shall be directed to the matter being considered and the speaker is allowed to speak only one time. If written materials are to be submitted ten (10) copies should be made available and may not be returned. Under Oklahoma Law, the Council Members are prohibited from discussing or taking any action on items not on today's agenda.

The complete packet of information for the agenda items is available online at CityofEufaulaOK.com

City Council

Mayor Todd Warren
Vice Mayor Nancy Mouser
Council Member Frank Davis
Council Member Dan Kirby
Council Member Jamie Upton

AGENDA
EUFAULA CITY COUNCIL
January 3rd, 2021
5:30 p.m.

CALL TO ORDER	MAYOR WARREN
INVOCATION	ADAM WHITE
PLEDGE OF ALLEGENCE	MAYOR WARREN
ROLL CALL /ATTENDANCE	VALARIE COX

CITY MANAGER UPDATE

Report on municipal activities for the previous month

CONSENT AGENDA

All matters listed under the Consent Agenda are considered to be routine or administrative by the City Council and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately. The item will then be placed in its proper order on the regular meeting and will be considered at that time.

1. APPROVAL OF MINUTES.
   A. SPECIAL COUNCIL MEETING DECEMBER 6TH, 2021.
   B. REGULAR COUNCIL MEETING DECEMBER 6th, 2021.

2. APPROVAL OF THE TREASURER'S REPORT.

3. APPROVAL OF THE NOVEMBER 2021 PAYROLL FIGURES FOR THE GENERAL FUND IN THE AMOUNT OF $46,783.42

4. RECEIPT AND APPROVAL OF CLAIMS: CITY OF EUFAULA.

ITEMS REMOVED FROM CONSENT AGENDA

5. DISCUSSION OF PROPOSED DEPARTMENT OF COMMERCE COMMUITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT

A. Approval of Resolution to Apply for a CDBG.
B. Adopt Written Citizen Participation Plan.
C. Approval of Fair Housing Documentation.
D. Approval of Insurance Resolution.
E. Authorization for City Manager to Sign all CDBG Documents.

6. ANIMAL CONTROL UPDATE AND POLICY CONSIDERATIONS

A. Receive public comment regarding the animal control in Eufaula city limits.
B. Discussion, presentation, consideration, and vote to have staff draft approved updates to the current animal control ordinances (Ord. 12-11-2 and 11-5-2012) that will be considered at the subsequent council meeting.

7. LOCAL BUSINESS INCENTIVE PACKAGES

A. Presentation by the Tourism and Economic Development Director regarding three separate economic development proposals:

1. Presentation, discussion, consideration, and vote to approve or reject the Summer Sales Tax Reimbursement Program.
2. Presentation, discussion, consideration, and vote to approve or reject expanding the Signage Grant Program to $2,000.
3. Presentation, discussion, consideration, and vote to approve or reject the Buy Local Policy.

8. ESSENTIAL WORKER PREMIUM PAY STIPEND

Discussion, consideration, and vote to approve or reject the Premium Pay for Essential Municipal Employees policy for $132,529.08 using ARPA funds.

9. REFORM THE SIGNAGE COMMITTEE FROM THREE (3) TO TWO (2) COUNCIL MEMBERS.

Discussion, consideration, and vote to reduce the number of council members required to attend the signage committee from three (3) to two (2) in order to reduce barriers of facilitation.

10. BROADBAND GRANT FUNDING REALLOCATION TO CAPITAL IMPROVEMENT FUND

Discussion and vote to reallocate the broadband grant matching funds of up to $30,000 from the Capital Improvement Fund, pending approval by the Oklahoma State Legislature. The original municipal funding option was voted on during the November 4th, 2021 Special Council meeting to fund the grant via the American Rescue Plan Act (ARPA) funds.

11. CITY MANAGER RECRUITMENT

A. Pursuant to 25 O.S. § 307 B(1), consider convening in Executive Session for purposes of discussions related to the City Manager and, more specifically, the employment, hiring, appointment, promotion, demotion, discipling or resignation of individual salaried public officer or employee.
B. Motion to convene in Executive Session for purposes of discussions related to the City Manager and, more specifically, the employment, hiring, appointment, promotion, demotion, discipling or resignation of individual salaried public officer or employee.
C. Executive Session
D. Motion to come out of Executive Session and return to Open Session.
E. Motion to take any necessary action on Executive Session item.

REMARKS AND INQUIRIES BY CITY COUNCIL.

ANNOUNCEMENTS.

ADJOURNMENT.

MINUTES

Signage Committee Members

Vice-Mayor Nancy Mouser
Councilman Dan Kirby
Councilman Jamie Upton
Adam White
Shanna Byrd
Serina Kleveter
Scott Albro

AGENDA
EUFAULA SIGN COMMITTEE
December 6th, 2021
3:30 p.m.

CALL TO ORDER — COUNCIL MEMBER JAMIE UPTON
ROLL CALL /ATTENDANCE — VALARIE COX

Council members present: Kirby and Upton. Mouser was absent. All other committee members are present.

There is no quorum for the meeting. Everyone is dismissed at this time due to no quorum.

CONSENT AGENDA

All matters listed under the Consent Agenda are considered to be routine or administrative by the City Council and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately. The item will then be placed in its proper order on the regular meeting and will be considered at that time.

12. Not Applicable

ITEMS REMOVED FROM CONSENT AGENDA

2. Signage Ordinance Discussion and Recommendations

a. Discussing, presenting, and considering options to update signage ordinances which are found in City Ordinance Part 12 - Chapter 15, commonly known as the "Sign Code".

b. Vote on individual proposals to recommend for the Planning and Zoning Committee's consideration.

ADJOURNMENT.

MINUTES

EUFAULA CITY COUNCIL
December 6th, 2021
5:00 p.m.

CALL TO ORDER	VICE-MAYOR NANCY MOUSER
INVOCATION	ADAM WHITE
PLEDGE OF ALLEGIANCE	MAYOR TODD WARREN
ROLL CALL /ATTENDANCE	VALARIE COX

Council members present: Kirby, Upton and Mouser. Davis and Warren are absent.

CITY MANAGER UPDATE

Report on municipal activities from the previous month.

Adam White

CONSENT AGENDA

All matters listed under the Consent Agenda are considered to be routine or administrative by the City Council and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately. The item will then be placed in its proper order on the regular meeting and will be considered at that time.

13. APPROVAL OF MINUTES.
    - A. REGULAR COUNCIL MEETING NOVEMBER 1st, 2021.
    - B. SPECIAL COUNCIL MEETING NOVEMBER 4th, 2021.
    - C. SPECIAL COUNCIL MEETING NOVEMBER 9th, 2021

14. APPROVAL OF THE TREASURER'S REPORT.

15. APPROVAL OF THE AUGUST 2021 PAYROLL FIGURES FOR THE GENERAL FUND IN THE AMOUNT OF $66,963.72

16. RECEIPT AND APPROVAL OF CLAIMS: CITY OF EUFAULA.

Motion to approve the consent agenda by Dan Kirby, 2nd by Jamie Upton. Roll Call Vote Yes- Kirby, Upton and Mouser.

ITEMS REMOVED FROM CONSENT AGENDA

17. CITY HALL OPTIONS

Discussion, presentation, consideration, and vote to approve or reject a location for City

Hall from one the following options:
a. Renovate and return to the location at 64 Memorial Drive; and, continue or modify existing engineering plans and financing options.
b. Purchase present location at 17 Hospital Drive;
c. Purchase additional land on which to construct new facility; and, continue or modify existing engineering plans and financing options
d. Cancel present leases and move to present DHS building.

Motion to strike by Jamie Upton, 2nd by Dan Kirby. Roll Call Vote Yes- Kirby, Upton and Mouser.

18. WATER TAP FEE ADJUSTMENT

Consideration and vote to accept, approve, adopt, reject, amend, and/or postpone RESOLUTION 21-12-01, to adjust the water tap fee in city limits and amend the water tap fee scheduale to $1,500 for up to and including a 1 inch tap and $2,200 for a tap above 1 inch within city limits.

Motion to approve RESOLUTION 21-12-01, to adjust the water tap fee in city limits and amend the water tap fee schedule to $1,500 for up to and including a 1 inch tap and $2,200 for a tap above 1 inch within city limits by Dan Kirby, 2nd by Jamie Upton. Roll Call Vote Yes- Kirby, Upton and Mouser.

19. 2020-2021 AUDIT

Discuss, consider, and vote to accept the Fiscal Year 2020-2021 audit as presented by Arledge & Associates, P.C.

Kency Duarte with Arledge & Associates, P.C. Motion to accept the Fiscal Year 2020-2021 audit as present by Arledge & Associates, P.C. by Nancy Mouser, 2nd by Jamie Upton. Roll Call Vote Yes- Kirby, Upton and Mouser.

20. CITY MANAGER RECRUITMENT

A. Pursuant to 25 O.S. § 307 B(1), consider convening in Executive Session for purposes of discussions related to the City Manager and, more specifically, the employment, hiring, appointment, promotion, demotion, discipling or resignation of individual salaried public officer or employee.
B. Vote to enter executive session for purposes of discussions related to the City Manager and, more specifically, the employment, hiring, appointment, promotion, demotion, discipling or resignation of individual salaried public officer or employee.
C. Motion to return to open meeting.
D. Actions to be taken pursuant to executive session for purposes of discussions related to the City Manager and, more specifically, the employment, hiring, appointment, promotion, demotion, discipling or resignation of individual salaried public officer or employee.

Motion to strike executive session and review material's as desired by Nancy Mouser,

2nd by Jamie Upton. Roll Call Vote Yes- Kirby, Upton and Mouser.

REMARKS AND INQUIRIES BY CITY COUNCIL.

Great Parade

ANNOUNCEMENTS.

Toy Drive for Santas Soldiers at Xtreme Jellystone December 10 & 11 at 6:00 p.m. and December 18 & 18. Bring a toy.

ADJOURNMENT.

Motion to adjourn by Dan Kirby, 2nd by Jamie Upton. Roll Call Vote Yes- Kirby, Upton and Mouser.

TREASURER'S REPORT

CITY OF EUFAULA

MONTHLY TREASURY REPORT

NOVEMBER 2021

BANK OF EUFAULA

Description:	Beginning Bank Balance	Deposits and Credits	Withdrawals and Debits	Ending Bank Balance	Change From Prior Month
General Fund	1,173,532.44	$ 286,520.52	$ (261,048.28)	$ 1,199,004.68	$ 25,472.24
				$300,000 RESERVED FROM SALE OF PARAMED BUILDING.	
				$248534.52 ARPA FUNDS	
Eufaula Public Works Authority	$ 1,144,383.80	$ 293,780.77	$ (306,270.42)	$ 1,131,894.15	$ (12,489.65)
EPWA/ Capital Improvements Fund	$ 134,534.82	$ 150,615.59	$ (198,395.07)	$ 86,755.34	$ (47,779.48)
Airport	$ 26,707.68	$ 56,165.00	$ (219.00)	$ 82,653.68	$ 55,946.00
City of Eufaula / CDBG	$ -			$ -	$ -
Cemetery Perpetual Care	$ 8,973.32	$ 0.39	$ -	$ 8,973.71	$ 0.39
CWSRF EPWA/ OWRB Construction Fu	$ -			$ -	$ -
Dept of Commerce / CDBG	$ 5.00	$ -	$ -	$ 5.00	$ -
EPWA SRF-SEWER	$ -	$ -	$ -	$ -	$ -
Disaster Emergency Fund	$ 207,354.16	$ (27,888.45)		$ 179,465.71	$ (27,888.45)
Eufaula Economic Develop. Authority	$ 87,641.79	$ 5,099.09	$ (3,714.00)	$ 89,026.88	$ 1,385.09
McIntosh County Health Dept.	$ 7,904.32	$ 0.69	$ -	$ 7,905.01	$ 0.69
Police Court Account	$ 61,035.90	$ 4,847.25	$ (11,838.00)	$ 54,045.15	$ (6,990.75)
Police Drug Fund	$ 3,081.89	$ 6,192.00		$ 9,273.89	$ 6,192.00
City of Eufaula / Recreation Acct.	$ 193,711.35	$ 7,023.86	$ (1,714.02)	$ 199,021.19	$ 5,309.84
				71,908.21 RESERVED FOR SPLASHPAD	
City of Eufaula / Street Fund	$ 326.04	$ -	$ -	$ 326.04	$ -
CWSRF-AMR	$ 9,425.62		$ (5,586.14)	$ 3,839.48	$ (5,586.14)
EPWA-DWSRF	$ 1,033,306.40	$ 259,453.75	$ (164,736.86)	$ 1,128,023.29	$ 94,716.89
	$ 4,091,924.53	$1,041,810.46	$ (953,521.79)	$ 4,180,213.20	$ 88,288.67
Total Net Operating Capital				$ -	
				$ -	
SOUTHPOINT	$ 41,517.05	$ -	$ -	$ 41,517.05	

CLAIM'S REPORT

December's report will not be compiled in time for statutory notice timelines. The Claim's Report will cover the purchase period from December 1st-31st, 2021 which will not allow 48 business hours of public review. The report will be available during the next available council meeting for review.

City Council Agenda Item No. 5

Item Title: DISCUSSION OF PROPOSED DEPARTMENT OF COMMERCE COMMUITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT

A. Approval of Resolution to Apply for a CDBG.

B. Adopt Written Citizen Participation Plan.

C. Approval of Fair Housing Documentation.

D. Approval of Insurance Resolution.

E. Authorization for City Manager to Sign all CDBG Documents.

Initiator: Staff

Staff Information Source: Shelia Edwards, Edwards Consulting Group. Adam White, City Manager.

Background: The CDGB program allows communities to determine where best to allocated state resources to improve their community. This grant program has been used several times within the Eufaula community to make needed infrastructure improvements.

Council Pillar: Financial Sustainability

Financial Impact: Funding is dependent on the project. No direct cost to the City of Eufaula.

Attachment:

1. Resolution to apply for the CDGB program.

2. Example Written Citizen Participation Plan. Final paperwork will be available after the public hearing

3. Fair Housing Documentation

4. Insurance Resolution

Recommended Action:

1. Vote to approve resolution to apply for a Community Development Block Grant.

2. Vote to adopt the written citizen participation plan.

3. Vote to approve the Fair Housing Document.

4. Vote to approve the Insurance Resolution.

5. Vote to authorize the City Manager to sign all CDGB documents.

Item 5: Attachment 1

ATTACHMENT A

COMMUNITY DEVELOPMENT BLOCK GRANT
2022 RESOLUTION

WHEREAS, Title I of the Housing and Community Development Act of 1974, Public Law 93383, as amended, authorized by the Secretary of Housing and Urban Development, as representative of the United States of America, to grant to the State of Oklahoma funds and administrative responsibility for the "Community Development Block Grant

WHEREAS, the Oklahoma Department of Commerce, pursuant to designation by the Governor as the administering agency of the Community Development Block Grant Program for Small Cities in Oklahoma, is directed to further the purposes of community development in the State, and is authorized and empowered to accept funds from the Federal Government or its agencies and to enter into such contracts and agreements as are necessary to carry out the functions of the Department; and

WHEREAS, The Board of Trustees (Unit of Government) is a local unit of general purpose government that will provide opportunity for input by residents in determining and prioritizing community development needs through its written Citizen Participation Plan; and

NOW THEREFORE, BE IT RESOLVED by the (Governing Body) Board of Trustees that City of Eufaula (Government Subdivision) desires to obtain assistance in community development and hereby requests the Oklahoma Department of Commerce to provide assistance under the policies, regulations, and procedures applicable to local communities in Oklahoma.

NOW THEREFORE, BE IT RESOLVED by the _ Board of Trustees (Governing Body) that City of Eufaula(Government Subdivision) affirms its commitment to take all action within its power to facilitate the receipt of the assistance of community development funds if the City of Eufaula (Government Subdivision) is awarded a Community Development Block Grant, and upon receipt to administer said grant by the rules and regulations established by the United States of America, the State of Oklahoma, and all empowered agencies thereof.

ADOPTED this 3rd day of January2022, at a (regularly or specially) scheduled meeting of the governing body, in compliance with the Open Meeting Act, 25 0.S. SS 301-314 (2001).

Todd Warren, Mayor — January 3rd, 2022

(Type) Name and Title of Chief Elected Official — Date

_____

Signature of Chief Elected Official

Attest:

Subscribed and sworn to before me20 _____, My commission

expires _____, 20 _____ Commission No. _____

_____

Clerk Signature

Item 5: Attachment 2

City of Eufaula
PUBLIC HEARING

Public hearing for City of Eufaula was held at 8:55 a.m. on 1-3-2022, at the Eufaula Community Center.

Present were:

City of Eufaula
MINUTES OF PUBLIC HEARING

A Public Hearing was held 1-3-2022 at 5:00 PM. in the City Eufaula Community Center for the purpose of discussing an application for an Oklahoma Department of Commerce Community Block Grant and to hear citizens input on the needs for the city. Citizens were asked to list these needs by priority.

The problems with the water, sewer, drainage, roads, fire equipment and buildings were discussed by those present. Most of the citizens present felt that the _____was a priority.

_____

We propose to use the Oklahoma Department of Commerce Community Development Block Grant, if funded, to make improvements to the_____

Public Hearing adjourned at_____

_____
Todd Warren, Mayor

_____
Clerk

FAIR HOUSING MONTH

PROCLAMATION

Pursuant to the authority granted to me as Mayor of City of Eufaula, I do hereby proclaim the Month of April 2022, as Fair Housing Month and decree that all citizens affirm to follow the concepts, practices and intent embodied by laws of the United States of America, the State of Oklahoma, and the Town regarding Fair
Housing. The Board of Trustees of the Town has adopted a Fair Housing Ordinance and has designated the Month of April as Fair Housing Month and encourages each citizen to implement the provisions of those acts. The Board of Trustees has further designated the Town Clerk as the Fair Housing Activities Coordinator and requests that any person or group of persons, planning activities to promote fair housing to inform the Fair Housing Activities Coordinator of said activities. It is the desire of the Town to recognize those persons or groups who best create an awareness of the need for fair housing practices or otherwise promotes Fair Housing practices.

April - 2022

Todd Warren, Mayor

City of
Eufaula
PO Box 684
Eufaula, OK 74432.

RESIDENTIAL ANTI-DISPLACEMENT and RELOCATION ASSISTANCE PLAN

The City Board of Trustees of City of Eufaula will undertake public facility improvements funded through the Community Development Block Grant Program. No demolition or conversion of Iow- and/or moderate-income dwelling units is anticipated by City of Eufaula in conjunction with the activities assisted with these funds. Under Section City(d) of the Housing and Community
Development Act of 1974, as amended, if such demolition or conversion occurs, before obligating or expending funds that will directly result in such demolition or conversion, City of Eufaula will make public and submit to the Oklahoma Department of Commerce the following information in writing:

1. A description of the proposed assisted activity.
2. The location on a map and number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as low- and moderate-income dwelling units as a direct result of the assisted activity. 3. A time schedule for the commencement and completion of the demolition or conversion.
4. The location on a map and number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units.
5. The source of funding and a time schedule for the provision of replacement dwelling units.

6. The basis for concluding that each replacement dwelling unit will remain a lowand moderate-income dwelling for at least ten (10) years from the date of initial occupancy; and
7. Information demonstrating that any proposed replacement of dwelling units with smaller dwelling units is consistent with the housing needs of low- and moderate-income households in the jurisdiction. If displacement of Iow- and moderate-income households occurs in conjunction with the public facilities improvements funded with CDBG funds, the City of Eufaula will provide relocation assistance as described in 570.606 (b) to each low- and moderateincome-household displaced by the demolition of housing or by the conversion of a low- and moderate-income dwelling to another use as a direct result of assisted activities.

1-3-2022

_____

Todd Warren, Mayor

ATTEST:

_____

Clerk

RESOLUTION NO

_____

A RESOLUTION OF THE City of Eufaula, OKLAHOMA TO SECURE FOR ALL RESIDENTS OF THE City, EQUAL ACCESS TO HOUSING IN ALL AREAS OF THE City.

ARTICLE 1. IN GENERAL

Section 1. Acts Prohibited

(a) To refuse to sell, lease, rent, assign or otherwise transfer the title or other interest in any housing, or real property upon which residential housing is to be constructed, to any person, or to discriminate in the terms or conditions of the sales, rental or leasing of any residential housing unit, because of race, color, religion, or national origin.

(b) To refuse to negotiate with any person for the sale, rental, or leasing of any residential property, or to represent that such property is not available for inspection, sale, rental or lease when in fact it is so available, because of such person's race color, religion, or national origin.

(c) To solicit or induce, or attempt to solicit or induce any person owning any interest in residential housing to sell, rent or lease or not to sell, rent or lease such housing to any person on the ground of loss of value sue to the present or prospective entry into the neighborhood of a person or persons of another race, color, religion, or national origin, either by direct solicitation or inducement or by the purchase of other property in the neighborhood for the purpose of such inducement, or to distribute, or cause to be distributed, material or make statements designed to induce a residential property owner to sell or lease his property due to such changes in neighborhood.

(d) To file a complaint alleging a violation resolution, with knowledge that such complaint is false in any material respect, or to file such complaint for the sole purpose of harassment.

Section 2. Acts Exempt.

(a) To prohibit persons from giving preference to prospective buyers or tenants for reasons other than race color, religion, or national origin.

(b) To the sale of a dwelling which is or was at the time when first offered for sale the principal residence of its owner.

(c) To the rental of rooms in an owner-occupied residence or in a dwelling used exclusively as a rooming house.

(d) To the rental or leasing of a housing unit in a building containing less than eight (8) housing units.

(e) To the rental or leasing of a dwelling or housing units owned by any religious or fraternal organization, or private club used and occupied for such organizational purposes.

Section 3. Violations.

(a) It shall be an offense for any person to violate any of the provisions of this resolution.

ARTICLE 11. FAIR HOUSING BOARD

Section 1. Board Created.

(a) There is hereby created a fair housing board.

(b) The fair housing board shall be composed of the City Board of Trustees of the City or his/her designee. All appointments to the board shall be the same as and run concurrently with the term of office for the City Board of Trustees.

(c) The powers of the fair housing board shall be:

1. To prescribe such rules and regulations as it shall deem necessary or expedient for the conduct and carrying out of its functions, and it shall have the power to revoke, suspend, or amend any rule or regulation as administered by said board, regardless of the way prescribed.

2. Seek settlement and disposition of any complaint filed with it by means of conference and conciliation.

3. Either by itself or by any officer or person designated for the purposes by it, to investigate and to examine or inquire into the affairs or operation of any person within its jurisdiction, and when so authorized by the City Board of Trustees to employ consultants

and professional counsel to aid in such investigation, examinations, or inquiries.

4. For the purpose of gathering evidence on any subject, to subpoena and examine witnesses, books, papers, and other effects.

5. To initiate in its name, or to receive and initiate upon the filing of formal charges, complaints against any person violating any of these provisions of this resolution.

ARTICLE 111. COMPLAINT PROCEDURE

Section 1. Generally

(a) Any person aggrieved by any discriminatory practice prohibited by this chapter may file with the fair housing board a complaint in writing. The complaint shall be signed by the person claiming to be aggrieved, and shall state the name and address of the person alleged to have violated the provisions of this resolution,

and shall further set forth the particulars of the violation and may include such other information as may be required by the board. Complaints filed under this section must be filed within thirty (30) days after the alleged violation, and failure to file within said time period shall be considered a waiver of the right to complaint. The board may issue a complaint on its own initiative, at any time that it comes within the knowledge of the board that a person has violated any of the provisions of this resolution.

(b) The board shall investigate each complaint filed with it and shall attempt an adjustment of said complaint by means of conference and conciliation. Upon determination that a complaint is not well founded, the board shall dismiss said complaint and notify the complainant and respondent in writing of said dismissal. If the board takes no action within ninety (90) days of the filing of the complaint, it shall be considered as dismissed.

(c) The notice shall contain the request for the respondent to appear at a hearing for the purposes of determining whether a violation of this resolution has been committed, which hearing shall be held at a certain time and place which shall be specified I said notice. The notice shall advise the respondent that upon failure to comply with the notice, said respondent shall be considered to be in violation of the provisions of the resolution.

(d) The following provisions shall govern the hearing before the board:

1. At such hearing, the complaint shall be heard by the council. At the hearing, the respondent shall appear in person or by counsel and shall be required to file a written answer to the complaint. The complainant or person aggrieved by the actions of said person may also appear in person or by counsel at said hearing. The council will then proceed to hold a hearing to determine whether the respondent has committed an act in violation of the provisions of this resolution and which act is detrimental to the citizens of the City.

2. The board, when conducting any hearing, shall permit both the person aggrieved and the respondent to introduce any such witnesses, evidence, testimony, or exhibits as either party deems necessary and prudent. The board may at such time permit amendments to any written complaint or answer as filed with the board and all testimony taken at the hearing shall be under oath. Either party represented at said hearing shall have the right to request that the testimony transcribed or said testimony shall be transcribed at the direction of the board.

3. If the board finds at any such hearing, that the respondent has engaged in discriminatory practices as prohibited by this resolution, it shall state its findings of fact in written report form and forward said report to the City Attorney for appropriate actions. All prosecutions for violation of provisions of this resolution shall be brought by the City Attorney in accordance with provisions pertaining to City prosecutions.

4. If the board, upon hearing, finds that respondent has not engaged in any discriminatory practices as prohibited herein, it shall so state its findings in written report form, and further shall issue and file an order dismissing the complaint.

(e) The board shall have the authority and right to promulgate such rules and regulations and shall govern, expedite, and assist the foregoing procedures as it deems necessary. It shall further maintain all files as provided by state statute governing City Government. ACRTICLE IV. PENALTY

Section 1. Penalty

(a) Any person, who violates any of the provisions of this resolution, shall be guilty of an offence and upon conviction thereof shall be subject to a fine of $50.00, plus costs. Each day or part of a day during which such violation is continued or repeated shall constitute a separate offense.

ARTICLE V. EMERGENCY

Section 1. Declaring an Emergency

(a) It being immediately necessary for the preservation of the public health, peach and safety of the City of Eufaula, Oklahoma, and the inhabitants thereof, an emergency is hereby declared to exist by reason whereof, this Resolution shall be in full force and effect from ad after its passage and approval, as provided by law.

PASSED AND APPROVED this 3rd day of January 2022.

_____

3 rd day of January 2022

ATTEST:

_____

Clerk

Item 5: Attachment 4

RESOLUTION

A RESOLUTION FOR City of Eufaula STATING THAT THE OKLAHOMA DEPARTMENT OF COMMERCE COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT WILL BE INSURED IF REQUIRED,

WHEREAS City of Eufaula does hereby state that they will maintain insurance on ODOC projects that are constructed with CDBG funds and required to be insured.

NOW BE IT RESOLVED THAT the City Board of Trustees do hereby pass and approve this resolution this 3rd day of January 2022.

_____

Todd Warren, Mayor

ATTEST:_____

Clerk

City Council Agenda Item No. 6

Item Title: ANIMAL CONTROL UPDATE AND POLICY CONSIDERATIONS

A. Receive public comment regarding the animal control in Eufaula city limits.

B. Discussion, presentation, consideration, and vote to have staff draft approved updates to the current animal control ordinances (Ord. 12-11-2 and 11-5-2012) that will be considered at the subsequent council meeting.

Initiator: Council, Staff, and Citizens.

Staff Information Source: Adam White, City Manager. Willie Eastteam, Public Works Director. Mark Goodwin, Police Chief. Shanna Byrd, Code Enforcement Officer.

Background: The City of Eufaula has contracted the municipal animal control operations since at least 2018. Despite the commendable efforts by our contracted services, the scale of at-large and aggressive animals has overwhelmed the capacity of our contracted services. The City of Eufaula assumed primary authority for animal control operations in city limits starting in December 2021, but we are still working on establishing the proper procedures and structures.

The Public Works Department and Code Enforcement have worked to reestablish the animal shelter and ACO throughout December – however the city should review the training, staffing, equipment, or authority to handle the current demands of animal control operations.

The current animal control officer is working a 7 day per week schedule with support from other city staff. We will need to assign additional staff to handle the animal control duties in January.

Council Pillar: N/A

Financial Impact: To establish a stand-alone animal control shelter and operations – the cost estimate ranges from $40,000-$120,000 annually.

Attachment:

City of Eufaula Animal Control Current Ordinances (Ord. 12-11-2, 11-5-2012)

Recommended Action:

All of the following are considerations for staff to develop drafts, not policy enactment

1. Reduce the amount of time the City will hold animals before euthanasia from 60 days to 14 days. Animals that are registered are given 30 days.

2. Increase the per day kenneling fee at the shelter from $10 to $25.

3. All animals must be spayed /neutered before being adopted at the expense of the adopter. Animals that are registered do not require spay/neuter before being returned to their owners.

4. Dogs registered within City Limits must be vaccinated for canine parvovirus (“Parvo”) to prevent outbreaks in the animal shelter.

5. Animals at-large that have shown aggression by posturing, chasing, or attempting to attack a human, but without inflicting physical harm to an individual, may be impounded even after returning to a private premises.

6. Although humane and comfortable care is required for animals, vaccinations and veterinary care are not the responsibility of the animal shelter. If an animal is suffering from physical trauma or severe sickness, the animal is to be euthanized humanely in accordance with state law.

7. The animal control officer is authorized to act, up to and including lethal force, to protect human beings and domestic animals from serious harm or death from an attacking animal.

8. Animals in neglect, even on private premises, may be impounded and a fee given to the owner.

PART 4
ANIMALS
CHAPTER 1
ANIMAL REGULATIONS

SECTION:

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ARTICLE A. GENERAL PROVISIONS

4-101: DEFINITIONS:

The following words and phrases when used in this chapter shall have the meanings prescribed in this section except in those cases where the context clearly indicates a different meaning:

ANIMAL: Any horse, mule, donkey, pony, cow, sheep, goat, hog, dog, cat, rabbit, chicken, goose, duck, turkey, or other animal or fowl.

ANIMAL CONTROL AUTHORITY: The City of Eufaula.

ANIMAL CONTROL OFFICIAL: Any individual employed, contracted with, or appointed by the animal control authority for the purpose of aiding the enforcement of this chapter or any other law or ordinance relating to the licensure of animals, control of animals, or seizure and impoundment of animals, and includes any State or local law enforcement officer or other employee whose duties in whole or in part include assignments that involve the seizure and impoundment of any animal.

AT LARGE: An animal shall not be deemed at large when it is on premises under the control of or occupied by its owner. An animal shall not be deemed at large when it is under restraint by a competent person by means of leash or otherwise. All other animals shall be deemed at large.

DANGEROUS ANIMAL: An animal which has bitten, or attempted to bite, any person or other domesticated animal without undue provocation, or which attacks, or acts as if it intended to attack or bite, or bites a person or persons, when not unduly provoked.

DANGEROUS DOG: Any dog that:

A. Has inflicted severe injury on a human being or domestic animal without provocation on public or private property, or

B. Has been previously found to be potentially dangerous, the owner having received notice of such by the animal control authority in writing and the dog thereafter aggressively bites, attacks, or endangers the safety of humans or other domesticated animal.

NUISANCE DOG: Any dog that:

A. Engages in any behavior that requires a defensive action by any person to prevent bodily injury; or

B. When unprovoked, chases or approaches a person, including a person on a bicycle, in an apparent attitude of attack; or

C. Is maintained in an enclosure that does not sufficiently protect the public from the threat caused by the dog, considering the safety of the enclosure and the degree of aggressive and threatening behavior evidenced by the dog; or

D. Is at large and found to attack, menace, chase, display threatening or aggressive behavior or otherwise threaten or endanger the safety of any domestic animal or person; or

E. Engages in loud, frequent or habitual barking, howling, yelping or other noise or action that disturbs any person or neighborhood within the city limits.

OWNER: Any person, firm, corporation, organization or department possessing, harboring or keeping, having an interest in, or having control or custody of any animal. The occupant of any premises on which a domesticated or tamed animal remains, or to which it customarily returns, for a period of ten (10) days or more, shall be deemed to be harboring or keeping the animal.
POTENTIALLY DANGEROUS DOG: Any dog that when unprovoked inflicts bites on a human or other domesticated animal either on public or private property.
PROPER ENCLOSURE OF A DANGEROUS DOG: While on the owner's property, a dangerous dog shall be securely confined indoors or in a securely enclosed and locked pen or structure with at least one hundred fifty (150) square feet of space for each dog kept therein which is over six (6) months of age, and which is suitable to prevent the entry of children and designed to prevent the animal from escaping. Such pen or structure shall have secure sides and a secure top, and shall also provide protection from the elements for the dog.
SEVERE INJURY: Any physical injury that results in broken bones or lacerations requiring multiple sutures or cosmetic surgery. (Ord. 12-11-2, 11-5-2012; amd. Ord. 21-04-03, 4-5-2021)

4-102: ANIMALS NOT TO BE AT LARGE:

No owner shall permit any animal (including fowl) owned, harbored, or kept by him to be at large within the City. It is unlawful for any animal to be at large at any time within the City. (Ord. 12-11-2, 11-5-2012)

4-103: TURNING ANIMALS AT LARGE UNLAWFUL:

It is unlawful for any person to open any enclosure in which any animal is confined as required by ordinance so as to turn the animal at large, or in any manner to turn the animal at large. (Ord. 12-11-2, 11-5-2012)

4-104: PASTURING IN PUBLIC AREAS ILLEGAL:

It is unlawful for any person to stake, confine or pasture any animal on any public school ground or other public property, Federal, State, City or other, on any railroad right-of-way, or on any property without the consent of the person owning or controlling such property. (Ord. 12-11-2, 11-5-2012)

4-105: SWINE NOT TO BE KEPT WITHIN CITY, EXCEPTIONS:

A. It is unlawful for any person to keep swine within the City, except in an enclosure awaiting immediate transportation; such swine in transit shall not remain in the City for a period longer than twelve (12) hours.

B. The keeping or maintaining, or permitting to be kept or maintained, any swine within the City in violation of this section is hereby declared to be a public nuisance. (Ord. 12-11-2, 11-5-2012)

4-106: ANIMALS WHICH DISTURB PROHIBITED:

It is unlawful for any person to keep or harbor within the City any dog or other animal which, by barking, howling or otherwise, disturbs the peace and quiet of any person. (Ord. 12-11-2, 11-5-2012)

4-107: BUILDINGS FOR CERTAIN ANIMALS; CONSTRUCTION AND CONDITIONS:

A. A minimum of two (2) acres for large domestic animals is required. This includes any horse, mule, donkey, pony, sheep or goat. An exception is made for sheep or goats that are temporarily being kept for school activities or showings.

B. Every such building, stable, or fenced enclosure, must be a minimum of one hundred feet (100') from any tenement or apartment house, hotel, restaurant, boarding house, retail food store, building used for educational, religious, or hospital purposes or residence other than that occupied by the owner or occupant of the premises upon which such animal is kept. If located within two hundred feet (200') of any of the above, a watertight and fly tight receptacle for manure, of such size as to hold all accumulations of manure must be provided. The receptacle shall be emptied sufficiently often and in such manner as to prevent it from being or becoming a nuisance, and shall be kept covered at all times except when open during the deposit or removal of manure or refuse. No manure shall be allowed to accumulate on such premises except in the receptacle. (Ord. 12-11-2, 11-5-2012)

4-108: STABLES, KENNELS, COOPS; LOCATION:

A. The keeping of more than three (3) dogs over six (6) months old or more than three (3) cats over six (6) months old is hereby declared to be keeping or operating a kennel. Not more than three (3) such dogs or cats may be kept in any residence district or in any other district or area of the City except in a district specifically zoned for kennels, which requires a special use permit.

B. No dog kennel or any other establishment wherein animals are kept shall be maintained closer than forty feet (40') to any tenement or apartment house, hotel, restaurant, boarding house, retail food store, building used for educational, religious or hospital purposes or residence other than that occupied by the owner or occupant of the premises upon which the animals are kept, and said kennel or other establishment is subject to a special use permit. (Ord. 12-11-2, 11-5-2012)

4-109: STABLES TO BE KEPT CLEAN:

Every structure or place wherein an animal is kept or permitted to be shall be maintained in a clean and sanitary condition, devoid of rodents and vermin and free from objectionable odors. (Ord. 12-11-2, 11-5-2012)

4-110: DISPOSAL OF MANURE:

Manure shall be hauled outside the City in a manner which does not jeopardize the public health, or else shall be spread evenly upon the ground and turned under at once or as soon as the weather permits. (Ord. 12-11-2, 11-5-2012)

4-111: HEALTH OFFICER TO INSPECT:

The Health Officer, upon complaint of any person, shall inspect any structure or place where an animal is kept, and may do so on his own initiative. He may issue any such reasonable order as he may deem necessary to the owner of the animal to cause the animal to be kept as provided in this chapter or in a manner so as not to constitute a nuisance. He may make a complaint before the Municipal Judge against any person for violation of any provision of this chapter or of any such reasonable order, but this procedure shall not abridge the right of others to make such complaint. (Ord. 12-11-2, 11-5-2012)

ARTICLE B. DOG AND CAT VACCINATION, TAGS AND FEES

4-120: DOGS AND CATS TO BE VACCINATED:

The owner of a dog or cat shall have the dog or cat vaccinated against rabies by a veterinarian or other authorized person every calendar year before December 31 thereof, or, in the case of a pup or kitten, before it is six (6) months old. The person

vaccinating the dog or cat shall furnish the owner a certificate of vaccination. (Ord. 12-11-2, 11-5-2012)

4-121: DOG LICENSE; REGISTRATION; TAG:

A. Registration: The owner of the dog shall register the dog by giving the City the name and address of the owner, the name, breed, color and sex of the dog, and such other reasonable information as the City may request. The owner shall also affirm to the City that the dog has been immunized against rabies, and that the immunization is still current.

The owner shall agree to provide proof of current rabies vaccination at any time when requested by the City.

B. License: The City thereupon shall provide the owner with an appropriate tag for the dog. Such tag shall constitute a license for the dog.

C. Temporary Stay: The requirement to license and register a dog with the City shall not apply to a dog only temporarily brought and kept within the City, nor to a dog brought within the City to participate in a dog show, nor to dogs being kept in kennels or pet shops for sale.

D. Determination Of Nuisance, Dangerous, Or Potentially Dangerous Dog: An officer of the City, or any member of the public, may initiate a municipal court proceeding to determine whether a dog is a "nuisance," "potentially dangerous" or a "dangerous" dog by filing a complaint with Police Department. Upon the issuance of summons and notice to the owner, and upon the conclusion of a hearing, the Judge of the Municipal Court is authorized to enter a finding on the complaint and, if finding that the dog is a "nuisance," "dangerous" or "potentially dangerous," may order:

1. The payment of court costs and fines in the maximum amount allowed by law;
2. The installation of fencing, restraints, or enclosures in such a manner to provide the degree of protection warranted by the danger presented;
3. The posting on the premises with a clearly visible warning sign that there is a dangerous dog on the property. In addition, the owners shall conspicuously display a sign with a warning symbol that informs children of the presence of a dangerous dog;
4. A policy of liability insurance, such as homeowners' insurance, or surety bond, issued by an insurer qualified under title 36 of the Oklahoma Statutes, in an amount deemed necessary by the Municipal Judge to protect the public from any injuries inflicted on the public by the dog, but in the amount of not less than one hundred thousand dollars ($100,000), insuring the owner for any personal injuries inflicted by the dog.
5. The removal of the dog from the city limits;
6. The confiscation and/or destruction of the dog.

Dogs shall not be declared dangerous if the threat, injury, or damage was sustained by a person who, at the time, was committing a willful trespass or other tort upon the premises occupied by the owner of the dog, or was tormenting, abusing, or assaulting the dog or has, in the past, been observed or reported to have tormented, abused, or assaulted the dog or was committing or attempting to commit a crime.

E. Additional Regulations For Dogs Declared Dangerous or Potentially Dangerous:

1. It is unlawful for an owner to have a dog which has been declared dangerous or potentially dangerous in the City without a special certificate of registration issued under

this section. This section shall not apply to dogs used by law enforcement officials for police work.

2. The City, upon proper application by the owner of the dog, shall issue a certificate of registration to the owner. The application must include:

a. Proof of compliance of all restrictions applied by the Municipal Judge's order declaring the dog dangerous or potentially dangerous.

b. A one-time registration fee of one hundred and fifty dollars $150.00

3. It is unlawful for an owner of a dangerous dog to permit the dog to be outside the proper enclosure unless the dog is muzzled and restrained by a substantial chain or leash and under physical restraining of a responsible person over sixteen (16) years of age. The muzzle shall be made in a manner that will not cause injury to the dog or interfere with its vision or respiration but shall prevent it from biting any person or animal.

F. Confiscation Of Dogs Declared Dangerous Or Potentially Dangerous: Any dog declared dangerous or potentially dangerous shall be immediately confiscated by the City if:

1. The dog is not validly registered as required in Section 4-121 E-1 of this Code;

2. The owner fails to comply with the Municipal Judge's orders; or

3. The dog is outside of the dwelling of the owner, or outside the proper enclosure and not under physical restraint of the responsible person. In addition, the owners shall be guilty of a misdemeanor punishable by the imposition of a fine not to exceed five hundred dollars ($500.00). Any such fine, at the discretion of the court, may be offset by payments made by the dog owner to any victim of an attack by the dog. However, insurance payments may not be considered as an offset. (Ord. 21-04-03, 4-5-2021)

4-122: TAG TO BE PLACED ON DOG COLLAR; LOST TAGS:

A. The owner shall affix the tag received from the City to the collar of the dog so that the tag can easily be seen by officers of the City. The owner shall see that the tag is worn by the dog at all times.

B. If the tag is lost, the owner shall secure another tag by applying to the City. (Ord. 21-04-03, 4-5-2021)

4-123: TAGS; COUNTERFEITING; PLACING ON OTHER DOGS:

No person shall counterfeit, or attempt to counterfeit, any tag issued for a dog as provided in this chapter, or take from any dog a tag legally placed upon it, or place such tag upon a dog or cat for which the tag was not specifically issued. (Ord. 12-11-2, 11-5-2012)

4-124: DANGEROUS ANIMALS MAY BE KILLED:

Any person may kill an animal in self-defense or in defense of another when the animal, without undue provocation, bites him or the other, or attacks, or attempts to bite or attack, him or the other in such manner that an ordinarily prudent person would be led to believe that the person toward whom the efforts of the animal are directed is about to be bitten or otherwise physically harmed. The animal must be at large. (Ord. 12-11-2, 11-5-2012)

ARTICLE C. ANIMAL SHELTER

4-130: SHELTER ESTABLISHED:

A. A City shelter is hereby established under the jurisdiction of the City of Eufaula. It shall be under the immediate control of a Mayoral designee or of such other person as

may be officially designated. The person in charge of the shelter shall provide proper sustenance for all animals impounded and shall treat them in a humane manner. The City may contract with another agency or volunteers for shelter or adoptions. (Ord. 12-11-2, 11-5-2012)

4-131: ANIMALS TO BE IMPOUNDED:

A. The animal control official, police officer, or such other officer or employee of the City as may be authorized by the Mayor:

1. Shall take into custody and impound any animal running at large in violation of any provision of the ordinances of the City;

2. May enter upon the premises of the owner or other private premises to take such animal into custody; and

3. If with reasonable effort a dog illegally at large cannot be caught, may kill it, whether on or off private premises.

B. When an animal is taken into custody as provided in this section, each animal must be made an individual file. An intake form will be completed by the animal control official that includes a description of the animal, the date impounded and the place of impoundment and kept on file. (Ord. 12-11-2, 11-5-2012)

1. Owners will have three (3) days to retrieve their pet. The animal may be adopted if it is not claimed within three (3) days. If the owner can be identified by tag or otherwise, the animal control official shall notify the owner at the address or telephone number on the City's registration records. In either situation, at the time the animal is retrieved from the shelter, the following shall apply: (Ord. 14-9-1, 9-8-2014)

a. The animal must be registered (if applicable) with the City of Eufaula and proof of said registration must be provided to the animal control official.

b. Proof of rabies vaccination by an Oklahoma licensed veterinarian must be provided to the animal control official.

c. An initial impound fee and per day kennel fees that have been determined by policies and procedures shall be assessed. Said fees must be paid to the City of Eufaula prior to the release of the animal and proof of payment must be provided to the animal control official.

C. Any animal that is not adopted or fostered within sixty (60) days of entering the animal shelter may be destroyed in a humane manner by the animal control official or an Oklahoma licensed veterinarian.

D. All other guidelines and procedures shall be governed by the policies and procedures of the animal shelter. (Ord. 12-11-2, 11-5-2012)

4-132: BREAKING SHELTER:

A. No unauthorized person shall:

1. Break or attempt to break open the shelter, or take or let out any animal therefrom;

2. Take or attempt to take from any officer or employee of the City any animal taken into custody as provided by this chapter; or

3. In any manner interfere with or hinder an officer or employee in the discharge of his duties relating to the taking into custody and impounding of animals as provided in this chapter. (Ord. 12-11-2, 11-5-2012)

4-133: FEES FOR IMPOUNDING:

A. The City Council by motion or resolution shall determine the fees to be charged for impounding and keeping animals. In computing the fee, a fraction of a day during which an animal has been fed shall be deemed a full day.

B. Any person redeeming an impounded animal shall pay the required fees to the City and present his receipt therefor to the person in charge of the shelter before the latter releases the animal.

C. Any person redeeming a dog not licensed as required by article B of this chapter shall pay the required license fee to the City and secure a tag and present the receipt therefor and the tag to the person in charge of the shelter before the latter releases the dog. If a dog has been licensed, but is not wearing the tag, the person in charge of the shelter shall require adequate evidence of the proper licensing of the dog or cat before releasing it. (Ord. 12-11-2, 11-5-2012)

4-134: OWNER MAY REDEEM:

An owner of an impounded animal or his agent may redeem the animal, prior to its adoption or destruction as provided for herein, by paying the required fees against the animal and meeting any other requirements which may be prescribed in this chapter. However, when in the judgment of the shelter official, an animal should be destroyed for humane reasons, such animal may not be redeemed. (Ord. 12-11-2, 11-5-2012)

4-135: ADOPTION OF IMPOUNDED ANIMALS:

If the animal is to be adopted, the person wishing to become the new owner must fill out an adoption agreement and follow policies and procedures for adoption. (Ord. 12-11-2, 11-5-2012)

4-136: CAT AND DOG VENDING:

A. It is unlawful for any person to sell, offer or exchange cats and dogs at flea markets, in commercial or retail parking lots, public parks, playgrounds, recreational areas and along highways or roadsides.

B. Citizens will still be able to sell cats and dogs at their homes, animal shelters and humane societies, pet stores, pet adoption programs and at fundraisers. (Ord. 12-11-2, 11-5-2012)

ARTICLE D. CRUELTY TO ANIMALS

4-140: CRUELTY TO ANIMALS PROHIBITED:

It is unlawful for any person willfully and maliciously to pour on, or apply to, an animal any drug or other thing which inflicts pain on the animal or knowingly to treat an animal in a cruel or inhumane manner or knowingly to neglect an animal belonging to him or in his custody in a cruel or inhumane manner. (Ord. 12-11-2, 11-5-2012)

4-141: POISONING ANIMALS:

It is unlawful for a person willfully to poison any dog or other animal except a noxious, non-domesticated animal or knowingly to expose poison so that the same may be taken by such animal. (Ord. 12-11-2, 11-5-2012)

4-142: ENCOURAGING ANIMALS TO FIGHT:

It is unlawful for any person to instigate or encourage a fight between animals; or to encourage one animal to attack, pursue or annoy another animal except a noxious, non-domesticated animal; or to keep a house, pit or other place used for fights between animals. (Ord. 12-11-2, 11-5-2012)

ARTICLE E. EXOTIC ANIMALS

4-150: KEEPING OF WILD, EXOTIC OR DANGEROUS ANIMALS:

A. For the purpose of this section, a wild, exotic or dangerous animal means an animal of the larger variety which is usually not a domestic animal and which can normally be found in the wild state, with or without mean or vicious propensities, including, but not limited to, lions, tigers, leopards, panthers, bears, wolves, alligators, crocodiles, apes, foxes, elephants, rhinoceroses, and all forms of poisonous snakes, lynxes, raccoons, skunks, monkeys, and other like animals.

B. It is unlawful to keep or harbor any wild, exotic or dangerous animal in the City limits as a pet or for display or for exhibition purposes, whether gratuitously or for a fee, except as provided in this section.

C. This section shall not be construed to apply to zoological parks or zoos, performing animal exhibitions or circuses licensed by the City.

D. If the owner of a wild, exotic or dangerous animal can establish to the Police Department's satisfaction that an animal ordinarily considered as wild, dangerous or exotic is not dangerous to people or other animals and that the animal is healthy, safe and tame as a pet, then the City may issue a permit to the owner to keep such animal in the City limits. The permit shall be renewed annually. For any animal so permitted as provided in this subsection, the owner agrees to accept full responsibility for the actions and behavior of such animal. The establishment of whether such animal is healthy, safe and tame as a pet shall be the responsibility of the owner of the animal by submitting written evidence to the Police Department. No permit shall be granted by the City unless written approval to the evidence submitted by the owner is submitted to the City in advance.

E. The City may issue temporary permits for keeping, care and protection of an infant animal native to this area which has been deemed to be homeless. The City shall have the power to release or order the release of any infant wild animal kept under temporary permit which is deemed capable of survival. (Ord. 12-11-2, 11-5-2012)

ARTICLE F. ZONING ORDINANCE TO PREVAIL

4-153: ZONING ORDINANCE TO PREVAIL IN CONFLICT:

In case of conflict between this chapter and the present or any future zoning ordinance, the provision of the zoning ordinance shall prevail and supersede the provision of this chapter. (Ord. 12-11-2, 11-5-2012)

ARTICLE G. PROCLAMATION OF RABIES

4-160: QUARANTINE OF ANIMALS FOR OBSERVATION:

The identity and address of the owner of any animal that bites a person shall be promptly furnished to the animal control officer, the City Health Officer, and the County Health Department. The animal control officer shall securely quarantine such animal for a period of ten (10) days and shall not release such quarantined animal until reasonable determination has been made that animal is not infected with rabies. At the discretion of the animal control officer such quarantine may be on the premises of the owner, at a veterinary hospital of the owner's choice at the owner's expense, or at the City animal shelter. In case of animals whose ownership is unknown, such quarantine shall be at the City animal shelter. The animal may be reclaimed by the owner if adjudged free of rabies and such owner shall then pay any related charges for confinement. (Ord. 12-11-2, 11-5-2012)

4-161: SECURING SUPPORT INFORMATION ON DIAGNOSED ANIMALS:

When an animal under quarantine has been diagnosed as being rabid or is suspected of having rabies by a licensed veterinarian and dies while under such observation, the animal control officer, veterinarian, the City Health Officer, or other designated emissary shall immediately send the necessary part of such animal to the State Health Department for pathological examination and shall notify the proper Public Health Officer of any reports of human contact. (Ord. 12-11-2, 11-5-2012)

4-162: RABIES CRISIS DECLARATION:

When a report gives a suspected or a positive diagnosis of rabies, or when the City, County or State health officials feel that a rabies crisis may be imminent, the health officials may recommend to the Mayor City-wide quarantine, and upon the invoking of such quarantine by the City Council, by resolution, no animal shall be taken into the streets or permitted to be in the streets, except for short periods of exercise under leash and control of a competent adult. During the quarantine no animal may be taken or removed from the City without written permission of the animal control officer. This declaration must be made by notice in a general circulated newspaper of the community and will last as long as health officials determine the situation requires such action. (Ord. 12-11-2, 11-5-2012)

4-163: DESTRUCTION OF ANIMALS UNDER CRISIS PERIOD:

During the period of rabies quarantine as mentioned every animal bitten by an animal adjudged to be rabid shall be forthwith destroyed, or at the owner's expense and option, shall be treated for a rabies infection by a licensed veterinarian, or held under six (6) month quarantine by the owner in the same manner as a female in season. The period of quarantine may be extended from time to time. (Ord. 12-11-2, 11-5-2012)

4-164: SURRENDER OF ANIMALS UNDER SUSPECT:

No person shall remove from the City any animal suspected of having been exposed to rabies, or any animal which has bitten a human, except as herein provided. The carcass of any dead animal exposed to rabies shall be surrendered to the animal control officer upon demand, and the animal control officer shall direct disposition of the animal. No person shall refuse to surrender any animal for quarantine or destruction when such demand is lawfully made by the animal control officer. (Ord. 12-11-2, 11-5-2012)

4-165: DOGS AND CATS CONFINED; WHEN:

A. When the Health Officer or Chief of Police determines and certifies that a dog, a cat, or other animal in the City or within five (5) miles of the City is or was infected with rabies and that an epidemic of rabies threatens the City, the Council, by resolution, may order all dogs to be confined, and if deemed desirable, all cats to be confined, during a period of time to be determined by the Council. Such resolution or an adequate notice of its passage shall be published in a newspaper of general circulation within the City and shall go into effect on the day following such publication unless the resolution requires immediate or emergency action.

B. While such resolution is in effect, it is unlawful for any owner to permit a dog or cat to be at large in violation of such resolution, or for any dog or cat to be at large in violation thereof. (Ord. 12-11-2, 11-5-2012)

ARTICLE H. PENALTIES

4-170: PENALTY:

Any person, firm or corporation who violates any ordinance or provision of this chapter, or who violates, or refuses or neglects to carry out any reasonable order made by the

animal control official pursuant to this chapter, shall, upon conviction thereof, be fined one hundred dollars ($100.00) for the first offense and two hundred dollars ($200.00) for each subsequent offense. The penalties provided for herein shall be in addition to other remedies of the City and aggrieved persons and shall not be construed as exclusive. (Ord. 12-11-2, 11-5-2012)

City Council Agenda Item No. 7

Item Title: LOCAL BUSINESS INCENTIVE PACKAGES

A. Presentation by the Tourism and Economic Development Director regarding three separate economic development proposals:

1. Presentation, discussion, consideration, and vote to approve or reject the Summer Sales Tax Reimbursement Program.

2. Presentation, discussion, consideration, and vote to approve or reject expanding the Signage Grant Program to $2,000.

3. Presentation, discussion, consideration, and vote to approve or reject the Buy Local Policy.

Initiator: Staff

Staff Information Source: Adam White, Tourism and Economic Development Director.

Background: Many communities in across the nation are competing for businesses. Within Oklahoma, many similar communities to Eufaula are placing aggressive incentive programs to develop local commerce and increase the longevity of small businesses with tremendous success. Eufaula has had a stagnant population growth for multiple reasons, but the primary driver is lack of quality work opportunities. Incentivizing and investing in business development within city limits is one of the core functions of the economic development.

Council Pillar: Tourism & Recreation, Economic Development, and Financial Sustainability

Financial Impact: Summer Sales Tax: Only on new businesses opening in Eufaula. Established tax bases are not effected. Maximum rebate of $25,000. **Signage Grant:** Varies but likely less than $6000 per year. **Buy Local:** N/A

Attachment:

1. Business Incentives Presentation

2. Business Incentive Policies

Recommended Action:

1. Vote to approve the Summer Sales Tax Reimbursement Program

2. Vote to expand the City of Eufaula Signage Grant to $2,000

3. Vote to approve the Buy Local Policy

Item 7: Attachment 1.

Why Incentivize Business

What are the most common hesitations for opening a business in Eufaula?

1. Lack of **Capital**

2. Lack of **Business Education**

How can the City of Eufaula support locally-owned small businesses?

A. Summer Sales Tax Reimbursement
B. Expand the Signage Grant
C. Buy Local Policy
D. Rapid Action Incentive Program
E. Marketing Support Package
F. Economic and Retail Analysis Package
G. Intensive Collaboration with Partners

Item 7: Attachment 2.

Business Incentive Package

Tourism and Economic Development Department
January 2022

Proposal A. **Summer Sales Tax Reimbursement Program**

Intent: To promote longevity, retention, and expansion of Eufaula's locally-owned small businesses and encourage entrepreneurism within our community while improving community beautification.

Program:

a. Businesses will be offered a one-time reimbursement of city sales tax**.**
b. Sales tax will be collected for 6 months from May 1st to October 31st.
c. That money will be redistributed to the business in averaged monthly increments from November to April.
d. Reimbursement is capped at $25,000 total per business.
e. 10% of reimbursement must be spent on exterior updates or interior renovations.
f. An additional 10% must be spent on marketing efforts.

Criteria:

a. Business must be located within Eufaula city limits.
b. Business is locally owned and operated.
a. Owner must reside within 30 miles of city limits.
b. Franchises do not qualify.
c. Business must employ 3 or more persons on-site.
d. Business must be structured as a retail, restaurant, or recreational endeavor.
e. Business opened on or after January 1st, 2022.
f. Business must remain open throughout the year with no more than 60 total days closed per calendar year.
g. If the business closes, the agreement is terminated and the City cancels future payments.

Proposal B. **Expand Signage Grant to $2,000**

Intent: To increase the attractiveness and beauty of our community to residents and tourists.

Program:
The City of Eufaula supports the Eufaula Area Chamber of Commerce as a sponsor to match the lessor of a) 50% or b) $2,000 to support permanent, exterior, and aesthetic upgrades to the visible exterior of any business up located within city limits.

Criteria:
a. Can only be used one-time per business and one improvement per location.
b. Business must be located within Eufaula city limits.
c. Business is locally owned and operated.
a. Owner must reside within 30 miles of city limits.
b. Franchises do not qualify.
d. Must have written permission from building owner if leasing.

Proposal C. **Buy Local Policy**

Intent: To promote fair, legal, and transparent opportunities for local businesses to compete for municipal purchases.

Program:
For all purchases, it will be city policy to search for a local supplier for any purchases beneath the bidding threshold.
In the event there is a tie for bids for larger purchases (quality, price, and service being equal), the bid will go to the locally owned business.

Criteria:
a. Business must be located within Eufaula city limits.
b. Business is locally owned and operated.
a. Owner must reside within 30 miles of city limits.

CITY OF EUFAULA SUMMER SALES TAX INCENTIVE POLICY

SECTION 1: PURPOSE

The purpose of the Eufaula Summer Sales Tax Incentive Policy is to establish a means to attract, sustain, and retain Business and Economic Development to the City of Eufaula

SECTION 2: QUALIFYING BUSINESSES

1. New business: The business must have opened on or after January 1st, 2022 and fall under one of the following categories:

a. Retail Business: A business that sells products or services to the general public for a specified price.

b. Restaurants Business: A business which prepares and serves food and drinks to customers in exchange for money, either paid before the meal, after the meal or with an open account. Meals are generally served and eaten on premises, but many restaurants also offer take-out and food delivery services. Food-trucks do not qualify for this program.

c. Recreational Business: A business that provides entertainment or tourism as a primary function. The business office where sales tax is collected must be located in the City of Eufaula city limits if the recreation is held out of city limits.

SECTION 3: REIMBURSEMENT

1. The reimbursement amount will consist of monies collected by the Oklahoma Tax Commission, which have been paid as Eufaula City Sales Tax by a qualifying business, less monies dedicated and earmarked for other purposes, and less monies retained by the Oklahoma Tax Commission as collection fees.

2. The dates eligible for Eufaula city sales tax reimbursement range from May 1st to October 31st of one (1) calendar year from 2022 and after.

3. Payments will be distributed in averaged monthly increments for six (6) months from November to April.

4. Businesses are eligible for the program once and may not reapply for future summer sales tax reimbursement programs.

SECTION 4: APPLICATION

1. Qualifying businesses shall submit to the City necessary documentation, as required, to support the qualification status by April 1st of that calendar year.

2. New businesses shall submit an application within six (6) months after business opens to receive the Summer Sales Tax Incentive.

3. Existing businesses that meet the criteria of a “New Business” in Section 2 have a period of 90 days to apply for this program after council approval for the 2022 rebate season.

4. Businesses may request the Incentive only once.

SECTION 5: INCENTIVES

1. To be eligible for the Sales Tax Incentives, the business must:

a. Be a qualifying business as stated in Section 2.

b. Be located in Eufaula city limits.

c. Remain in business over the reimbursement period.

i. If a business closes during the reimbursement period, future incentive payments are forfeit by the business.

2. Incentives shall be calculated at 100% of the “Net Tax" paid by the Qualifying Business with a maximum rebate of $25,000 for the year.

a. Net Tax is defined as the total amount of city sales tax collected after processing by the Oklahoma Tax Commission and administrative functions by the City of Eufaula.

3. Incentives will be paid for the period of (6) fiscal months in averaged monthly increments from November to April of the year of the application.

SECTION 6: AGREEMENT

An approved Qualifying Business shall enter into a Summer Sales Tax Incentive Agreement with the City of Eufaula.

SECTION 7: TRANSFER & DISTRIBUTION OF FUNDS

Upon satisfactory proof of qualification, the City shall transfer the Incentive amounts determined to be correct for the respective Qualifying Business to the Eufaula Economic Development Authority. Such transfer of funds from the City will be made within thirty days of the collection window (May 1st to October 31st). The City shall distribute the appropriate amounts to the businesses on a monthly basis within thirty (30) days of November 1st.

SECTION 8: LOSS OF INCENTIVES

Businesses which abandon or close business operations for a period of thirty (30) calendar days shall lose their Incentive qualification. Exceptions may be made by the City Manager for natural disasters and circumstances beyond the control of the business.

SECTION 9: REVOCATION OF QUALIFICATION STATUS

Any abuse of these provisions will subject the business to immediate revocation of Incentive Qualification status by the City Manager who will notify the business of the revocation within ten (10) days of the revocation. Within ten (10) days after the notice of revocation, the business may appeal to the City Council, whose decision shall be final.

SECTION 10: RECORDS

The City of Eufaula will maintain complete and accurate records of all monies paid and the recipients of all funds; all records will be included as part of the annual audit.

SECTION 11: FISCAL RESPONSIBILITY

The City of Eufaula reserves the right to cancel the program for any reason, including municipal fiscal hardship, at the discretion of the City Manager.

SUMMER SALES TAX INCENTIVE AGREEMENT

This Tax Incentive Agreement (Agreement) is entered into between the City of Eufaula (City) and_____, the Qualifying Business.

GENERAL PROVISIONS
DEFINITIONS: Wherever used in this Agreement, the following terms shall have the meanings ascribed to them: A.Net Tax: Monies collected by the Oklahoma Tax Commission, which have been paid as Eufaula City Sales Tax by a qualifying business, less monies dedicated and earmarked for other purposes, and less monies retained by the Oklahoma Tax Commission as collection fees.

TERM: This Agreement shall be effective from the date executed for the period of one (1) year with no extension.

TAX INCENTIVE AUTHORIZED: Business shall be entitled to a reimbursement of 100% of the Net Tax collection for city sales taxes paid by the Business during the six (6) month period from May 1st to October 31st. The Incentive shall be paid to the Business in averaged monthly increments over a six (6) month period from November 1st to April 30th. The maximum amount of rebate is $25,000.

DEFAULT:
RECAPTURE OF REBATED TAX: If Business should abandon or close business operations for a period of thirty (30) continuous calendar days, the Business shall lose their Incentive qualification for the remainder of that year.

Exceptions may be made by the City Manager for natural disasters and circumstances beyond the control of the business. Upon breach by Business of any obligations under this Agreement, the City shall notify the “Defaulting Party” in writing. Owner shall have ten(10) days from receipt of the notice in which to cure any such breach. If the breach cannot reasonably be cured within a ten(10) day period, and the Business has diligently pursued such remedies as shall be reasonably necessary to cure such breach, then the City Manager may extend the period in which the breach must be cured.

SUCCESSORS AND ASSIGNS
This Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal

representatives, successors, and permitted assigns. This Agreement may be assigned with the written consent of the Council and the City of Eufaula. After any permitted assignment, all references to Business herein shall thereafter be a reference to such successor with respect to any obligations or liabilities occurring or arising after the date of such assignment.

SEVERABILITY: In the event any section, subsection, paragraph, sentence, phrase or word herein is held invalid, illegal or unconstitutional, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase or word.

APPLICABLE LAW: This Agreement shall be construed under the laws of the State of Oklahoma. Venue for any action under this Agreement shall be in McIntosh County, Oklahoma.

COUNTERPARTS: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

ENTIRE AGREEMENT:
This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to the matters in this Agreement, and except as otherwise provided herein cannot be modified without written agreement of the parties to be attached to and made a part of this Agreement.

Summer Sales Tax Reimbursement Application Example:

Business Name _____

Tax ID _____

Business Address _____ City _____ State _____ ZIP_____

Age of Business _____ Number of Employees (Full Time / Part Time) _____/_____

Circle Type of Business- Restaurant Retail Recreational/Tourism Medical Service Other

Point of Contact _____ Position/Job Title _____

Phone Number _____ Email _____

Applicant Declaration

To complete the application, you must confirm you understand and agree with all the following statements:

- I have carefully read and understand the eligibility criteria for this program as described in the application guidelines, and I confirm that the organization I represent meets these criteria.
- I understand the organization I represent is not eligible to apply to another City of Eufaula business incentive program until any outstanding reports for the above program have been submitted and approved.
- I accept the conditions of this program and agree to accept the program's decision.
- I confirm to the best of my knowledge that the statements in this application are complete and accurate.
- I agree that the organization I represent will return all funding if the project is not carried out as described in the application.

Name of Authorized Representative (Print)	**Position**
Signature	**Date**

Complete and submit your application to AWhite@CityOfEufaulaOK.com

Signage Grant Application Example:

Business Name _____

Tax ID _____

Business Address _____ City _____ State _____ ZIP_____

Age of Business _____ Number of Employees (Full Time / Part Time) _____/_____

Circle Type of Business- Restaurant Retail Recreational/Tourism Medical Service Other

Point of Contact _____ Position/Job Title _____

Phone Number _____ Email _____

Executive Summary of Project (300 Word Max)

Provide a visual example of your current exterior and your planned exterior for the grant

Expense Estimation*

Expense	Amount
Total	

* Receipts for the project will be due to the Economic Development Director within 30 days of project completion

Budget Information*

Funding Source	Amount
Total	

* City of Eufaula will match the lessor of a) 50% or b) $2,000

Applicant Declaration

To complete the application, you must confirm you understand and agree with all the following statements:

- I have carefully read and understand the eligibility criteria for this program as described in the application guidelines, and I confirm that the organization I represent meets these criteria.
- I am prepared to finish the exterior project within 90 days of award acceptance.
- I understand the organization I represent is not eligible to apply to another City of Eufaula business incentive program until any outstanding reports for the above program have been submitted and approved.
- I accept the conditions of this program and agree to accept the program's decision.
- I confirm to the best of my knowledge that the statements in this application are complete and accurate.
- I agree that the organization I represent will return all funding if the project is not carried out as described in the application.
- I agree to give a final report, including financial verification of receipts, to the Economic Development Director within 30 days of project completion.

Name of Authorized Representative (Print)	**Position**
Signature	**Date**

Complete and submit your application to AWhite@CityOfEufaulaOK.com

City Council Agenda Item No. 8

Item Title: ESSENTIAL WORKER PREMIUM PAY STIPEND

Discussion, consideration, and vote to approve or reject the Premium Pay for Essential Municipal Employees policy for $132,529.08 using ARPA funds.

Initiator: Staff

Staff Information Source: Adam White, City Manager.

Background: The American Rescue Plan Act (ARPA) Local Fiscal Recovery Funds allocated the City of Eufaula $497,069. Of the four options we are able to spend the funds on, the most imminent issue facing the municipal government is our highest-quality essential staff leaving for higher paying positions in neighboring communities. This "premium pay" is only authorized for essential employees who have been required to interact with the public since the pandemic began.

The City of Eufaula has suffered from historical patterns of high turn-over (average employee tenure is 2 years) with a root cause of underpayment of staff, with no staff pay increases in five years despite inflation at nearly 20% since 2017. Over one-third of city employees currently make beneath the designated federal poverty levels for families. Current estimates place roughly two thirds of city staff as looking for other employment opportunities in the past 12 months. Without immediate action, the City estimates considerable staff turnover for better paying positions in the next 30 days.

By using the one fourth of the ARPA funds for essential worker premium pay, we can likely retain wavering staff while looking at permanent staff budget adjustments in the upcoming budget.

Council Pillar: Economic Development and Financial Sustainability

Financial Impact: $132,529.08 from ARPA funds. Small indirect cost savings on staff recruitment and retention.

Attachment:

1. City of Eufaula Premium Pay

2. Department of Treasury Example Use of Funds

3. Oklahoma Municipal League and OMAG Premium Pay for Essential Workers slide

Recommended Action:

1. Vote to immediately approve the Premium Pay for Essential Municipal Employees policy letter and authorize $132,532.08 from the ARPA fund to be used for the program.

Item 8: Attachment 1.

January 6th, 2022

Policy Memorandum

RE: Premium Pay for Essential Municipal Employees

To Whom It May Concern,

In recognition of the work conducted by city staff during the pandemic, all **current essential workers** employed by the City of Eufaula are authorized a one-time 15% stipend of their annual base pay. The payment will be disbursed over the course of 6 months (January – June 2022) in even monthly increments. Should employment end, either instigated by the City or the Employee, the stipend payments will cease immediately. The total cost of program will be $132,592.08 paid from American Rescue Plan Act (ARPA) funds.

An essential worker is defined a full-time or part-time staff member who must interact with the general public during the course of their work duties. The employee must be working with the City of Eufaula on January 6th, 2022 to be eligible. Groups who do **not** qualify for the premium pay stipend:

- The City Manager
- Contractors
- Fire Crews
- Employees who conduct 100% of their work remotely

As a condition of accepting the stipend, the employee agrees to participate in the SmartDollar personal finance education program, which is a benefit provided by the City of Eufaula. This stipend is considered taxable income. Employees will have until January 17th, 2022 to accept or reject the premium pay stipend.

For any questions, please contact the City Manager's Office.

This policy goes into effect on January 6th, 2022.

Very Respectfully,

U.S. DEPARTMENT OF THE TREASURY

Example Uses of Funds

Support Public Health Response

- **Services to contain and mitigate the spread of COVID-19,** including vaccination, medical expenses, testing, contact tracing, quarantine costs, capacity enhancements, and many related activities
- **Behavioral healthcare services**, including mental health or substance misuse treatment, crisis intervention, and related services
- **Payroll and covered benefits** for public health, healthcare, human services, and public safety staff to the extent that they work on the COVID-19 response

Address Negative Economic Impacts

- **Deliver assistance to workers and families**, including support for unemployed workers, aid to households, and survivor's benefits for families of COVID-19 victims
- **Support small businesses** with loans, grants, in-kind assistance, and counseling programs
- **Speed the recovery of impacted industries**, including the tourism, travel, and hospitality sectors
- **Rebuild public sector capacity** by rehiring staff, replenishing state unemployment insurance funds, and implementing economic relief programs

Replace Public Sector Revenue Loss

- **Ensure continuity of vital government services** by filling budget shortfalls
- **Revenue loss is calculated** relative to the expected trend, beginning with the last full fiscal year pre-pandemic and adjusted annually for growth
- **Recipients may re-calculate revenue loss** at multiple points during the program, supporting those entities that experience revenue loss with a lag

Premium Pay for Essential Workers

- **Provide premium pay to essential workers**, both directly and through grants to third-party employers
- **Prioritize low- and moderate-income workers**, who face the greatest mismatch between employment-related health risks and compensation
- **Key sectors include** healthcare, grocery and food services, education, childcare, sanitation, and transit
- **Must be fully additive** to a worker's wages

Water & Sewer Infrastructure

- **Includes improvements to infrastructure**, such as building or upgrading facilities and transmission, distribution, and storage systems
- **Eligible uses aligned to Environmental Protection Agency project categories** for the Clean Water State Revolving Fund and Drinking Water State Revolving Fund

Broadband Infrastructure

- **Focus on households and businesses** without access to broadband and those with connections that do not provide minimally acceptable speeds
- **Fund projects that deliver reliable service** with minimum 100 Mbps download / 100 Mbps upload speeds unless impracticable
- **Complement broadband investments** made through the Capital Projects Fund

Equity-Focused Services

- **Additional flexibility for the hardest-hit communities and families** to address health disparities, invest in housing, address educational disparities, and promote healthy childhood environments
- **Broadly applicable** to Qualified Census Tracts, other disproportionately impacted areas, and when provided by Tribal governments

Ineligible Uses

- **Changes that reduce net tax revenue** must not be offset with American Rescue Plan funds
- **Extraordinary payments into a pension fund** are a prohibited use of this funding
- **Other restrictions apply** to eligible uses

4. Premium Pay for Essential Workers

LFRF may be used to provide premium pay to eligible workers performing essential work during the COVID-19 public health emergency or to provide grants to third-party employers with eligible workers performing essential work.

Premium pay is defined as an amount up to $13 per hour in addition to pay the worker otherwise receives and in aggregate amount cannot exceed $25,000 per eligible worker.

Eligible Worker Examples

- Staff at nursing homes, hospitals, and home-care settings
- Workers at farms, grocery stores, and restaurants
- Janitors and sanitation workers
- Public health & safety staff

Essential Workers

- Help maintain continuity of operations of essential critical infrastructure sectors (childcare, education sanitation, food production), including those who are critical to protecting the health and wellbeing of communities
- Key Definition of Essential Worker- Must be **physically present and involve regular in-person interactions** (telework is ineligible) or regular **physical handling of items** that were also handled by others.
- Recipients may provide premium pay retrospectively for work performed at any time since the start of the public health emergency.

These are only examples from the list of eligible and ineligible activities provided by the Interim Final Rule, pages 13-38.

Guidehouse

City Council Agenda Item No. 9

Item Title: REFORM THE SIGNAGE COMMITTEE FROM THREE (3) TO TWO (2) COUNCIL MEMBERS.

Discussion, consideration, and vote to reduce the number of council members required to attend the signage committee from three (3) to two (2) in order to reduce barriers of facilitation.

Initiator: Staff

Staff Information Source: Adam White, City Manager.

Background: Due to the size of the Signage Committee and its business hour operations, it remains difficult to schedule committee operations. By reducing the number of council members from three to two, the committee can continue progress on signage without a counsel quorum present.

Council Pillar: Economic Development. Tourism and Recreation

Financial Impact: N/A.

Attachment: N/A

Recommended Action:

1. Vote to reduce the number of council members required to attend the signage committee from three (3) to two (2) in order to reduce barriers of facilitation.

2. Vote to authorize the City Manager to coordinate Signage Committee meetings

City Council Agenda Item No. 10

Item Title: CITY MANAGER RECRUITMENT

A. Pursuant to 25 O.S. § 307 B(1), consider convening in Executive Session for purposes of discussions related to the City Manager and, more specifically, the employment, hiring, appointment, promotion, demotion, discipling or resignation of individual salaried public officer or employee.

B. Motion to convene in Executive Session for purposes of discussions related to the City Manager and, more specifically, the employment, hiring, appointment, promotion, demotion, discipling or resignation of individual salaried public officer or employee.

C. Executive Session

D. Motion to come out of Executive Session and return to Open Session.

E. Motion to take any necessary action on Executive Session item.

Initiator: Council and Staff

Staff Information Source: Adam White, City Manager. Valarie Cox, City Clerk.

Background: The City Council approved staff to initiate the hiring process during the November 9th Special Council Meeting. Staff was authorized to conduct all actions necessary to assist in the recruitment process. It was recommended that the City Council conducts periodic progress reviews at Council Meetings until a determination is made to hire a permanent City Manager.

Council Pillar: N/A

Financial Impact: N/A

Attachment: N/A

Recommended Action:

1. Vote to have staff continue conducting all actions necessary to assist in the recruitment process.

2. Vote to hold a special council meeting on January 17th to initiate a weekly recruitment meeting until a new City Manager is hired.

END OF CITY COUNCIL MEETING

REMARKS AND ANNOUNCEMENTS BY CITY COUNCIL.

ADJOURNMENT.

AGENDA
EUFAULA PUBLIC WORKS AUTHORITY
January 3rd , 2022
5:30 p.m.

1. CALL TO ORDER — MAYOR WARREN
2. ROLL CALL /ATTENDANCE — VALARIE COX

CONSENT AGENDA

All matters listed under the Consent Agenda are considered to be routine or administrative by the City Council and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately. The item will then be placed in its proper order on the regular meeting and will be considered at that time.

3. APPROVAL OF MINUTES.
   A. REGULAR PUBLIC WORKS MEETING DECEMBER 6TH, 2021.

4. APPROVAL OF THE NOVEMBER 2021 PAYROLL FIGURES FOR THE EUFAULA PUBLIC WORKS AUTHORITY IN THE AMOUNT OF $35,139.05.

5. CONSIDERATION OF ACCEPTANCE, APPROVAL, ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF INVOICE PAYMENTS OF $33,010 ON OWRB-DWSRF LOAN.

ITEMS REMOVED FROM CONSENT AGENDA

6. EXTENDING CURRENT CEMETERY LAWNCARE CONTRACT

Discuss and consider for approval extending the current contract for cemetery care to Yandell and Sons Mowing at $2,350 per mowing in 2022, as authorized by the 2021 cemetery lawncare contract.

7. AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES – SANITARY SEWER COLLECTION SYSTEM

Discuss and consider for approval, negotiation, or rejection the proposed amendment by Cowen Group Engineering, LLC from the original Agreement for Engineering Services, dated June 30th, 2020 and executed on July 7th, 2020. The proposed amendment will increase engineering scope of service to include an expanded bidding and construction administration, as well as more engineering oversight during inspection. This proposal will increase engineering fee by from $227,500 to $313,463.

8. ADJOURNMENT.

Consent Item 3 – December 6th Minutes

AGENDA
EUFAULA PUBLIC WORKS AUTHORITY
DECEMBER 6TH , 2021
5:00 p.m.

1. ROLL CALL /ATTENDANCE

Council members in attendance: Kirby, Upton and Mouser. Davis and Warren are absent.

CONSENT AGENDA

All matters listed under the Consent Agenda are considered to be routine or administrative by the City Council and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately. The item will then be placed in its proper order on the regular meeting and will be considered at that time.

2. APPROVAL OF MINUTES.
   A. REGULAR COUNCIL MEETING NOVEMBER 1ST, 2021.

3. APPROVAL OF THE JULY 2021 PAYROLL FIGURES FOR THE EUFAULA PUBLIC WORKS AUTHORITY IN THE AMOUNT OF $42,170.77.

4. CONSIDERATION OF ACCEPTANCE, APPROVAL, ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF INVOICE PAYMENTS OF $89,290 ON OWRB-DWSRF LOAN.

Motion to approve the consent agenda by Dan Kirby, 2nd by Nancy Mouser. Roll Call Vote Yes- Kirby, Upton and Mouser.

ITEMS REMOVED FROM CONSENT AGENDA

5. WATER SYSTEM IMPROVEMENT BID AWARD

Discuss and consider for approval awarding Water System Improvements – Package F project to the lowest responsible bidder, *General Underground Construction, Inc*., in the amount of $250,160.00 and authorize the Mayor and/or City Manager to sign all necessary documents.

Adam White. Michael Taylor. Motion to approve awarding Water System Improvements – Package F project to the lowest responsible bidder, *General Underground Construction, Inc*., in the amount of $250,160.00 and authorize the

Mayor and/or City Manager to sign all necessary documents by Dan Kirby, 2nd by Jamie Upton. Roll Call Vote Yes- Kirby, Upton and Mouser.

6. INITIAL PAYMENT FOR THE CLEAN WATER STATE REVOLVING FUND

Discuss and consider for approval invoice payments of $96,402.50 for the Clean Water State Revolving Fund (CWSRF, sewer line replacement) loan.

Discussion. Motion to approve invoice payments of $96,402.50 for the Clean Water State Revolving Fund (CWSRF, sewer line replacement) loan by Dan Kirby, 2nd by Jamie Upton. Roll Call Vote Yes- Kirby, Upton and Mouser.

7. ADJOURNMENT.

Motion to adjourn by Nancy Mouser, 2nd by Jamie Upton. Roll Call Vote Yes- Kirby, Upton and Mouser.

Consent Item 5 – Waterline Invoice Payments

Contractor's Application for Payment No. 16

		Application Period: 11/22/2021 to 12/22/2021	Application Date: December 22 2021
To (Owner):	Eufaula Public Works	From (Contractor): Lonehickory Cattle L.L.C.	Via (Engineer): Cowan Group Engineering LLC
Project:	Water System Improvements Bid Package B&C	Contract: DWSRF P40-1020514-02	
Owner's Contract No.:		Contractor's Project No.:	Engineer's Project No.:

Application for Payment

Change Order Summary

Approved Change Orders

Number	Additions	Deductions
CO#1	$651,762.50	
TOTALS	$651,762.50	$0.00
NET CHANGE BY CHANGE ORDERS	$651,762.50	

1.	ORIGINAL CONTRACT PRICE				$2,928,495.00
2.	Net change by Change Orders				$651,762.50
3.	CURRENT CONTRACT PRICE (Line 1 ± 2)				$3,580,257.50
4.	TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)				$2,615,715.00
5.	RETAINAGE:				
	a. 5	% x	$2,615,715.00	Contract Amount	$130,785.75
	b. 0	% x	$0.00	Stored Material	$0.00
	c. Total Retainage (Line 5a + Line 5b)				$130,785.75
6.	AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)				$2,484,929.25
7.	LESS PREVIOUS PAYMENTS (Line 6 from prior Application)				$2,454,918.75
8.	AMOUNT DUE THIS APPLICATION				$30,010.50
9.	BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above)				$1,095,328.25

Contractor's Certification

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: Will Cattle Date: 12-22-21

Payment of: $30,010.50 (Line 8 or other - attach explanation of other amount)

is recommended by: Michael Taylor (Engineer) 12/23/21 (Date)

Payment of: _____ (Line 8 or other - attach explanation of other amount)

is approved by: _____ (Owner) _____ (Date)

Approved by: _____ Funding Agency (if applicable) _____ (Date)

EJCDC No. C-620 (2002 Edition)
Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

Page 1 of 3

Cowan Group Engineering, LLC
7100 N. Classen Blvd., Suite 500
Oklahoma City, OK 73116
405-463-3369
invoicing@cowangroup.co

City of Eufaula
Mr. Adam White
PO Box 684
Eufaula, OK 74432

Invoice number 6185
Date 12/14/2021

Project 18-704 EUFAULA-WATER DISTRIBUTION SYSTEM IMPROVEMENTS

Billing through December 11, 2021

Description	Contract Amount	Percent Complete	Total Billed	Current Billed
01 Water Dist. Cntr. Land Svy.	68,000.00	100.00	68,000.00	0.00
02 Water Dist. Cntr. Prelim Design	285,000.00	100.00	285,000.00	0.00
03 Water Dist. Cntr.Final Design	150,000.00	100.00	150,000.00	0.00
04 Package A Bidding and CA	50,000.00	100.00	50,000.00	0.00
05 WTP Improvements	20,000.00	100.00	20,000.00	0.00
06 Package B & C CA	55,500.00	100.00	55,500.00	1,110.00
07 Additional Services Contract A	5,500.00	100.00	5,500.00	0.00
08 Package BC Additional Waterlines	25,000.00	12.00	3,000.00	0.00
09 Lake Crossing Waterline Replacement	42,000.00	55.00	23,100.00	2,100.00
Total	701,000.00	94.17	660,100.00	3,210.00

Invoice total **3,210.00**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
6151	11/18/2021	4,265.00	4,265.00				
6185	12/14/2021	3,210.00	3,210.00				
	Total	7,475.00	7,475.00	0.00	0.00	0.00	0.00

Approved by:

Michael Taylor
Team Lead

Public Works Authority Item No. 6

Item Title: . EXTEND CURRENT CEMETERY LAWNCARE CONTRACT

Discuss and consider for approval extending the current contract for cemetery care to Yandell and Sons Mowing at $2,350 per mowing in 2022, as authorized by the 2021 cemetery lawncare contract.

Initiator: Staff

Staff Information Source: Adam White, City Manager. Otto Rice, Cemetery Manager.

Background: The 2021 cemetery lawncare contract has a clause which states:

> "The City of Eufaula and Contractor may mutually agree to renew the contract for an additional twelve-month period if there is no change to the original bid amount, or the City may solicit new bids for services to be performed for the subsequent period."

The current contractor has met the expectations of the contract with several citizens remarking on the quality of the upkeep this year compared to previous years.

Council Pillar: N/A

Financial Impact: No change from 2021.

Attachment: 2021 Bids and Yandall Contract

Recommended Action:

1. Vote to renew the Yandell and Sons cemetery mowing contract for an additional 12 months, ending on 31 December 2022 at which point a new cemetery contract will be open to public bid.

Public Works Authority Item No. 7

Item Title: AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES – SANITARY SEWER COLLECTION SYSTEM

Discuss and consider for approval, negotiation, or rejection the proposed amendment by Cowen Group Engineering, LLC from the original Agreement for Engineering Services, dated June 30th, 2020 and executed on July 7th, 2020. The proposed amendment will increase engineering scope of service to include an expanded bidding and construction administration, as well as more engineering oversight during inspection. This proposal will increase engineering fee by from $227,500 to $313,463.

Initiator: Staff – Cowen Group

Staff Information Source: Adam White, City Manager. Willie Eastteam, Public Works Director.

Background: In June 2020, Cowen Group was selected by the City Council to manage the engineering services for the new sewer project. Due to the City Council's desire to complete one project before initiating another and delayed regulatory permit approvals – the sewer project was postponed until 2022. Another desire of the City Council was to ensure the contractors were completing their duties as assigned, so an increased focus on oversight was initiated by Cowan Group.

In the 2020 contract, the Task Seven (Bidding and Construction Administration) and Task Eight (Construction Inspection) were left to be determined when the contract was ready to bid based on market fluctuations. Based on these situations, Cowen Group proposed an amendment (attached) to provide for the increased engineering oversight on the sewer project.

Council Pillar: Reliable Infrastructure

Financial Impact: $85,963 for Bidding and Construction Administration and Construction Inspections that were left to be determined in the July 2020 contract.

Attachment:

1. July 2020 Cowen Contract.

2. Proposed Amendment

Recommended Action:

Vote to approve Amendment 1 for Bidding and Construction Administration and Construction Inspections for $85,963.

Attachment 1:

COWAN GROUP ENGINEERING

June 30, 2020

Mr. Jacob Foos, City Manager
City of Eufaula
64 Memorial Drive
Eufaula, OK 74432

RE: Citywide Sanitary Sewer Collection System
Capital Improvement Investigation and Plan
Eufaula, Ok

Dear Mr. Foos:

Pursuant to our conversations, Cowan Group Engineering, LLC (CGE) (Consultant) appreciates your interest in our company and welcomes the opportunity to present a proposal to you and the City of Eufaula/Eufaula Public Works Authority (Owner) for professional engineering services for the above referenced project. The Consultant was secured by the Owner to complete a citywide sanitary sewer system analysis along with a capital improvement plan report and selected design services.

GENERAL PROJECT BACKGROUND

Our proposal for services is based on the following data:

- Project Name – Sanitary Sewer System Capital Improvements Investigation and Plan
- Project Owner – City of Eufaula/Eufaula Public Works Authority
- Project Location – City of Eufaula, OK (See Attachment "A")

GENERAL OBLIGATIONS

- Owner to provide aerial survey, GIS data, record drawings, sanitary sewer line drawings, sanitary sewer line inspections and video, wastewater plant information with respect to existing system; as available
- Consultant shall provide routine correspondence and conduct general progress meetings with Owner.

PROJECT UNDERSTANDING

The Owner requests the Consultant to prepare and develop a Capital Improvements Plan (CIP) as part of a City-Wide Sanitary Sewer Analysis. The CIP will contain a prioritized list of proposed sanitary sewer system improvements based on the results of the sanitary sewer system analysis. Sanitary sewer system improvements projects from the city approved CIP will be selected for design and construction based on priority and necessity. The Owner is securing funding from the Oklahoma Water Resources Board (OWRB) Clean Water State Revolving Fund loan program for engineering planning and design of selected sanitary sewer system improvements projects. The expected first phase of the planning and design for sewer improvements will include up to 30,000 linear feet of sewer line replacement and 150 manholes.
Sanitary sewer system improvements projects from the CIP may include, but are not limited to, sewer line improvements, sewer line replacements, manhole improvements, manhole replacement, Lift station

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Improvements and lift station replacements. The CIP is expected to outline critical, short term and long-term improvements which may exceed the original scope of this proposal. Future design for short-term and long-term improvements design and construction outside of the phase one project will be negotiated as separate projects.

SCOPE OF SERVICES

The City of Eufaula owns and operates the sanitary sewer collection system and treatment facility. The overall sewer collection system is comprised of approximately 120,000 linear feet of sewer collection lines, 350 manholes, three lift stations, and an activated sludge waste-water treatment plant. The general scope of the project includes the planning, mapping, modeling, evaluation, recommendation, and design of phase one improvements for the City of Eufaula sanitary sewer collection system. The wastewater treatment plant evaluation and improvements will be covered under a separate scope of work. The following is a breakdown of the associated tasks and specific scope of services.

Task One – Location Survey and Planning Area

- Scope includes entire sanitary sewer system
- Coordinate kick-off review meeting with Owner
- Gather information from the Owner for existing and proposed developments in the area
- Survey, location, elevation, verification, coordination, and mapping of manholes and sanitary sewer collection lines and lift stations.
- Field land survey shall be according to Oklahoma State Plane coordinate system.
- Prepare preliminary manhole map in geographic information system (GIS) platform
- Deliver one (1) hard copy maps (24x36) and electronic PDF format for review
- Attend one (1) review meeting with Owner (as required)

Task Two – Manhole and Collection System Investigation

- Scope includes entire sanitary sewer collection system
- Incorporate comments into final map
- Field investigation and data collection of manhole attributes shall be collected
- Manhole attributes collected shall include, but are not limited to the following:
    - Invert depth
    - Pipe sizes
    - Pipe type
    - Manhole type
    - Infiltration present
    - Condition
- Smoke testing to be provided on targeted sewer main trunk lines, not to exceed 10 manhole locations
- One walk through and general evaluation of wastewater treatment plant
- Provide all attributes in GIS system mapping
- Deliver one (1) hard copy drawings (24x36) and electronic PDF format for review
- Attend one (1) review meeting with Owner (as required)

Task Three – System Modelling

- Attend and coordinate one (1) kick-off review meeting with City staff responsible for revenue and non-revenue customers
- Verification of sewer collection system data from mapping and survey
- Set up and develop Hydraulic Modeling Method
- Field verification on selected manholes and lift stations
- Import GIS maps into InfoSwim Software
- Attend meeting with City for initial findings
- Evaluate historical and projected population and determine peaking factors
- Define existing collection system facilities and basins
- Coordinate with City for review and verification of existing mapping and infrastructure for modeling
- Input existing infrastructure facility data into InfoSwim software including main collection system transmission lines, manholes, lift stations, and outfall at plant. Note: Only larger diameter transmission lines (8-inch and greater and selected 6-inch) will be modeled as part of this agreement. Smaller diameter lines will be considered only if they are integral to the overall hydraulic conditions of the system.
- Calibrate software model with field mapping, pumping data, DMR information, and overflow information from the City
- Create hydraulic analysis model under multiple conditions (steady state, extended period, and rain event)
- Prepare recommendations for collection system improvements, as identified within the model and provide in the report

Task Four – Mapping and Map Books

- Scope includes entire sanitary sewer system
- Finalize manhole attributes, line size, and line direction into one final document.
- Verification of all attributes and line drawings in the map
- Provide GIS and KMZ (google earth) files
- Deliver one (1) hard copy drawings (24x36) and electronic PDF format for review
- Create and produce two (2) map books for City Staff

Task Five – Treatment Plant Inspection

- Scope includes inspection of one (1) treatment plant facility
- Field inspect flow equalization basin
- Field inspect headworks
- Field inspect clarifiers (3)
- Field inspect oxidation ditch
- Field inspect digestor
- Field inspect sludge drying beds
- Provide condition and improvements in final report

Task Six – Report and Recommendations

- Scope includes entire sanitary sewer system
- Prepare recommendation for improvements and present to the Owner for approval
- Incorporate approved concepts into a Report for the collection system

- Prepare Report
- Prepare one preliminary construction cost estimate for the collection system and recommended long-term improvements
- Deliver Three (3) Hard Copy Reports and in Electronic PDF Format
- Review meeting with Owner (as required)

Task Seven – Final Design

- Scope to include design of up to 30,000 linear feet of sewer line replacement and 100 manhole rehabilitations or replacements
- Incorporate Comments and Prepare Final Construction Drawings
- Construction drawings shall include, but not limited to the final construction drawing sheets:
    - Cover Sheet
    - Pay Quantities and Notes
    - Survey Data
    - Summary Sheets
    - Plan and Profiles
    - Standard Details
    - Special Details
    - Erosion Control
- Prepare contract documents and specifications for one (1) base bid per all CWSRF and CDBG requirements
- Prepare final construction cost estimate
- Prepare engineering report form per ODEQ and submit ODEQ permits and applications
- Deliver three (3) hard copy drawings (11x17) and contract documents, and electronic PDF format.
- Attend one (1) review meeting with Owner

Task Seven – Bidding and Construction Administration (To be determined)

Task Eight – Construction Inspection (To be determined)

ADDITIONAL SERVICES

Other services that are not associated with the agreed Scope of Services shall be considered as additional services. Additional services would include Owner directed work that is clearly outside of the base contract. The fee structure for additional services shall be based on time and expense effort unless otherwise negotiated prior to services being rendered. See Attachment "B"

Additional services may include the following, but not limited to:

- **Bidding, Construction Administration, Inspection services**
- **Utility relocation design, coordination or construction drawings other than the Owner sanitary sewer main lines**
- **TVing or Cleaning of sanitary sewer lines**
- **Design of stormwater detention facilities**
- **Sub-surface or geotechnical investigation**
- **Wastewater flow monitoring or draw down evaluations**
- **Phase I environmental study and clearance**
- **Right of way or easement acquisitions**

- ROW/Easement staking/Construction staking
- Permit fees for City, County or State
- Treatment Plant Improvement Designs

BASE CONTRACT FEE STRUCTURE (as outlined above)

ITEM	DESCRIPTION	FEE
	Basic Scope of Services	
1	Location Survey and Planning Area	19,550
2	Manhole and Collection System Investigation	30,250
3	System Modelling	32,800
4	Mapping and Map Books	7,450
5	Treatment Plant Inspection	14,500
6	Report and Recommendation	15,450
7	Final Design	107,500
8	Bidding and Construction Administration	TBD
9	Inspection	TBD
	Total:	$227,500

SCHEDULE

Schedule to be coordinated with Owner.

REIMBURSABLE EXPENSES

The following expenses shall be considered as reimbursable expenses:

- Application and Review Fee(s) to Applicable Government Agency
- Cost of ownership list and/or title work required
- Travel expenses to include lodging, transportation & meals
- Shipping and postage
- Plotting and reproduction for progress meetings, presentations and submittals
- Large format scans (11" x 17" and larger documents)
- Large format colored plots (11" x 17" and larger documents)
- Board mounted presentation graphics

COMPENSATION

For BASIC CONTRACT engineering services performed under this agreement, the Owner shall pay the Consultant **a lump sum fee amount of $227,500.00** including reimbursable expenses. Consultant will invoice on a monthly interval, and invoices are due and payable within 30 days of date of invoice. Invoices past due are subject to interest at the rate of 1½% per month. Specialized printing, additional deliverables and review/permit/application fees will be considered as an Owner direct expense and will be billed to you at the actual costs.

If you concur with this proposal, please execute and date the attached Notice to Proceed (NTP), then return stating your approval for Cowan Group Engineering to begin work on this project. This proposal will become void after 60-days from the date submitted.

ATTACHMENTS

As a supplement to this proposal please find the following documents:

- **Attachment "A"** – Site Location
- **Attachment "B"** – CGE 2020 Hourly Rate Schedule

TERMS AND CONDITIONS

See Cowan Group Engineering, LLC's Mandatory STANDARD TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES at http://www.cowangroup.co/terms-and-conditions.

Should you have any questions, please contact Mr. Michael Taylor at 405-463-3369.

Sincerely,

COWAN GROUP ENGINEERING, LLC

Jeff Cowan, P.E.
Principal

NOTICE TO PROCEED

The above proposal is understood and accepted. By accepting this proposal you are also agreeing to Cowan Group Engineering, LLC GENERAL CONDITIONS (PROFESSIONAL SERVICES).

By: _____ For: City of Eufaula
(Signature) (Organization)

Date: 7/7/2020 - Not to Proceed until OWRB funding is available

Attachment 2

AMENDMENT NO. 1

to

AGREEMENT
FOR
PROFESSIONAL ENGINEERING SERVICES

SANITARY SEWER COLLECTION SYSTEM
EUFAULA, OK

THIS **AMENDMENT NO. 1**, made and entered into this _____day of _____ 2021, by and between the City of Eufaula, an Oklahoma Municipal Corporation, hereinafter referred to as the "City" or "Owner", and Cowan Group Engineering, LLC, hereinafter referred to as "Consultant", said parties being the same who executed the original Agreement for Engineering Services, dated the 30th day of June 2020, and executed on July 7th, 2020.

W I T N E S S E T H:

WHEREAS, the City requires certain engineering services outside the Basic Scope of Services stated in the agreement dated July 7, 2020; and

WHEREAS, The City desires the Consultant to proceed with additional services to provide additional services outlined as to be determined in the original Agreement which includes bidding and construction services and is further detailed below:

1. REVISE AND REPLACE BASIC SCOPE OF SERVICES:

Task Eight – Bidding and Construction Administration

- Finalize the construction drawings and contract documents into one (1) bid package
- Coordinate bid advertisement
- Attend pre-bid meeting
- Prepare bid tabulations and review with Owner and make recommendation
- Assist in preparation of agreement with selected Contractor for Owner/Contractor execution
- Issue notice to proceed to Contractor with Owner approval
- Attend pre-work meeting
- Review and approval of submittals
- Address request for information from Contractor
- Review, process and approve pay applications for Owner approval
- Conduct periodic construction field observations (maximum 16 hours)
- Prepare record drawings
- Conduct one (1) final inspection and acceptance
- Closeout of Oklahoma Water Resources Board loan and documents

Task Nine – Inspection

Consultant shall provide part-time (8 hours/week estimated) Resident Project Representative (RPR) Services for the base bid portion of the Project. The scope, duties, responsibilities and limitations of authority of the Resident Project Representative shall be as outlined below:

- The scope of work is based upon 53 weeks of construction time for a total of 424 man-hours.

- The scope of work is based upon part time construction inspection, attending one (1) pre-construction meeting, progress meetings, coordinating material testing & observation, and one (1) final inspection meeting
- The Resident Project Representative (RPR) is Owner's agent at the site, will act as directed by and under the supervision of Owner, and will confer with Owner regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with Owner and Contractor keeping Owner advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner with the knowledge of the Project.
- Schedules. Review the progress schedule, schedule of shop drawing submittals and schedule of values prepared by Contractor and review with Owner concerning acceptability.
- Conferences and Meetings. Attend meetings with Contractor, such as pre-construction conferences, progress meetings, job conferences, and other Project-related meetings, and prepare and circulate copies of minutes thereof.
- Liaison. Serve as Owner's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the contract documents; and assist Owner in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-site operations.
- Shop Drawings and Samples. Record date of receipt of shop drawings and samples. Receive samples which are furnished at the site by Contractor, and notify Owner of availability of samples for examination. Advise Owner and Contractor of the commencement of any work requiring a Shop Drawing or sample if the submittal has not been approved by Owner.
- Review of Work, Rejection of Defective Work, Inspections and Tests.
    - Conduct on-site observations of the work in progress to assist Owner in determining if the work is, in general, proceeding in accordance with the contract documents.
    - Report to Owner whenever RPR believes that any work is unsatisfactory, faulty, or defective, or does not conform to the contract documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Owner of work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
    - Verify that tests, equipment and system start-ups, and operating and maintenance training are conducted in the presence of appropriate personnel and that Contractor maintains adequate records thereof; and observe, record, and report to Owner appropriate details relative to the test procedures and start-ups.
    - Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project; record the results of these inspections and report to Owner.
- Interpretations of Contract Documents. Report to Owner when clarifications and interpretations of the contract documents are needed.
- Modifications. Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to Owner and Engineer.
- Records.
    - Maintain at the job-site, orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original contract documents including all work directive changes, Addenda, change orders, field orders, additional Drawings issued subsequent to the execution of the Contract, Consultant's clarifications and interpretations of the contract documents, progress reports, and other Project-related documents.
    - Keep a diary or log book, recording Contractor hours on the job site, weather conditions, data relative to questions of work directive changes, change orders or changed conditions, list of job-site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Owner.

- Keep a current log book of acceptable pay items, recording the location and quantity of all pay items delivered, used, or completed on a day-to-day basis including any necessary substantiating computations.
- Record names, addresses, and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.
- Maintain an updated "Red-line" record drawing set of construction plans reflecting all addenda and changes to the Project during the construction.

- Reports.
  - Furnish Owner periodic reports as required of progress of the work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
  - Consult with Owner in advance of scheduled major tests, inspections, or start of important phases of the work.
  - Draft proposed change orders and work directive changes, obtaining backup material from Contractor and recommend to Owner change orders, work directive changes, and field orders.
  - Report immediately to Owner upon the occurrence of any accident.
- Payment Requests. Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Owner, noting particularly the relationship of the payment requested to the schedule of values, work completed, and material and equipment delivered at the site but not incorporated in the work.
- Certificates, Operation and Maintenance Manuals. During the course of the work, verify that certificates, operation and maintenance manuals, and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the contract documents, and have this material delivered to Owner for review and forwarding to Owner prior to final payment for the work.
- Completion.
  - Before substantial completion, submit to Contractor a list of observed items requiring completion or correction.
  - Conduct a final inspection in the company of Engineer, Owner, and Contractor, and prepare a final list of items to be completed or corrected.
  - Observe that all items on final list have been completed or corrected and make recommendations to Owner concerning acceptance.
- Limitations of Authority
  - Shall not exceed limitations of Consultant's authority as set forth in the Agreement or the contract documents.
  - Shall not undertake any of the responsibilities of the Contractor, subcontractor, or Contractor's superintendent.
  - Shall not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction unless such advice or directions are specifically required by the contract documents.
  - Shall not advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the work.
  - Shall not authorize Owner to occupy the Project in whole or in part.
  - Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Owner in writing.
- Construction Services Contingency. Should the Contractor fail to complete the Project in the contracted construction period (as identified in the bid documents of the Project and as formally adjusted for weather considerations and additional work not associated with Owner-requested scope changes), the Consultant shall provide continuing construction services. The services to be provided shall be identical in nature to the services identified in previous sections of this detailed

scope of services and shall be considered as additional services or as justification for budgetary extension, if so required, to compensate the Consultant for all duties performed.

2. REVISE AND REPLACE SERVICES FEES TABLE:

BASE CONTRACT FEE STRUCTURE (as outlined above)

ITEM	DESCRIPTION	ORIGINAL AGREEMENT	AMENDMENT NO. 1	TOTAL
	Basic Scope of Services			
1	Location Survey and Planning Area	19,550	- 0 -	19,550
2	Manhole and Collection System Investigation	30,250	- 0 -	30,250
3	System Modeling	32,800	- 0 -	32,800
4	Mapping and Map Books	7,450	- 0 -	7,450
5	Treatment Plant Inspection	14,500	- 0 -	14,500
6	Report and Recommendation	15,450	-0-	15,450
7	Final Design	107,500	- 0 -	107,500
8	Bidding and Construction Administration	TBD	19,575	19,575
9	Inspection	TBD	66,388	66,388
	Total:	$227,500	$85,963	$313,463

COMPENSATION

For BASIC CONTRACT engineering design services performed under this agreement, the City shall pay the Consultant for a service provided as defined herein a **lump sum fee amount of $313,463** including reimbursable expenses as defined in the TOTAL BASE CONTRACT FEE STRUCTURE.

All other particulars stated by the original Agreement and not specifically referenced by this Amendment No. 1 remain in effect and unchanged.

IN WITNESS WHEREOF, the City and Consultant have executed this Amendment No. 1 indicated by their signature below, said Amendment No. 1 being effective on the date stated above.

Eufaula, Oklahoma	Cowan Group Engineering, LLC
City	Consultant
By_____	By Jeff Cowan
Title_____	Title CEO
Date_____	Date 12/23/2021

END OF PUBLIC WORKS AUTHORITY MEETING

REMARKS AND ANNOUNCEMENTS BY CITY COUNCIL.

ADJOURNMENT.