City of Choctaw
Regular City Council Meeting No. 01
January 7, 2020 @ 7:00pm
Choctaw City Hall, 2500 N Choctaw Road
Choctaw, Oklahoma 73020

1. Call to Order.
2. Invocation and Pledge of Allegiance.
3. Roll Call.
   Proclamation – Oklahoma City National Memorial

4. Public Comments: This agenda item is for public comments on city related non-agenda items. In accordance with State law, the City Council and City Staff are not allowed to respond to any comments made. Preference will be given to Choctaw Citizens and NO formal action will be taken. Speakers are limited to 3 minutes for a total of 15 minutes.

5. Business Agenda: The following items are hereby designated for discussion and consideration which requires individual action.

   5.1 Approve the 2020 Umpire in Charge at Bouse Sports Complex contract to William Whitmire.
   
   RECOMMENDATION: Approve the contract as presented.

   5.2 Approve the 2020 Concession Contractor at Bouse Sports Complex contract to Powerhouse Concessions.
   
   RECOMMENDATION: Approve the contract as presented.

6. Consent Agenda: The following items are hereby designated for routine approval, acceptance or acknowledgment by one motion, subject to any conditions included therein. If any item does not meet with the approval of all members, that item will be heard in regular order.

   6.1 Regular Pre Meeting minutes for 12-17-19
   6.2 Regular Meeting minutes for 12-17-19
   6.3 Vouchers and Claims as approved by the City Manager:
      1. 12-20 Claims: $ 23,382.89
      2. 12-26 Claims: $ 57,318.53
      3. 12-31 Claims: $ 188,462.73
6.4 Claims approved by the City Council in the amount of $8,060.17
6.5 Transfers as approved by the City Manager:
1. 12-19 Transfers: $50,870.64
6.6 Bi-weekly payroll in the amount of:
1. 12-20 Payroll: $64,882.89
2. 01-03 Payroll: $59,594.19
3. 01-17 Payroll: $65,000.00
6.7 Bi-weekly Fire payroll in the amount of:
1. 12-22 Payroll: $10,725.38
2. 01-03 Payroll: $12,347.62
3. 01-17 Payroll: $15,000.00
6.9 Specific Use Permit Application for 1440 at 2901 Plant Drive submitted by Ken Novotny.

7. **New Business:** This item is listed to provide the opportunity for Council discussion on items which may arise within twenty-four (24) hours prior to this meeting, and therefore, qualify as new business under the Oklahoma Open Meeting Act.

8. **Council/Staff Remarks:** This item is listed to provide an opportunity for the council and/or staff to make comments and/or request specific agenda items. No action will be taken.
   8.1 City Council;
   8.2 City Attorney;
   8.3 City Manager; and
   8.4 Project Updates

9. **Adjournment:**

   This agenda was posted in prominent public view at Choctaw City Hall on or prior to 5:00pm on January 3, 2019 in accordance with the Oklahoma Open Meeting Act.

   Amanda Valen, City Clerk

THE CITY OF CHOCTAW ENCOURAGES PARTICIPATION FROM ALL ITS CITIZENS. IF PARTICIPATION AT ANY PUBLIC MEETING IS NOT POSSIBLE DUE TO A DISABILITY, PLEASE NOTIFY THE CITY CLERK AT LEAST TWENTY-FOUR (24) HOURS PRIOR TO THE SCHEDULED MEETING SO THAT NECESSARY ACCOMMODATIONS CAN BE MADE. ACCESS TO RESTROOMS DURING THE MEETING WILL BE AVAILABLE UPON REQUEST TO CITY STAFF.

Page 2
Regular City Council No. 01
January 7, 2020
AGENDA TITLE: Approve the 2020 Umpire in Charge at Bouse Sports Complex contract to William Whitmire.

**Public hearing required if this box is checked**

Staff recommends going with William Whitmire to be the UIC for the City of Choctaw. It will be a significantly more cost effective approach to use William as the UIC. In compared to Dale Smiley, William will charge the City of Choctaw $20 per time slot to be the UIC and there will be no scheduling fee charged. Dale will charge a Minimum of $24 per time slot per games or $6 per game which with 8 fields could be up to $48 per time slot. Dale will also be charging a $3 fee per game scheduled for league games and a $4 fee per game scheduled for tournament games. The City of Choctaw will be taking the gate starting in the spring and be paying the UIC as a contractor with invoices.

The City of Choctaw has estimated to make a net gain somewhere of $30,000 for taking the gate in house. This is after paying employees to take gate and paying umpire and UIC.

The Umpire in Charge contract was awarded at the December 17, 2019 meeting.
AGREEMENT AND STATEMENT OF WORK
INDEPENDENT CONTRACTOR (Director of Umpires/Assignor)
& SPORTS OFFICIALS
BOUSE SPORTS COMPLEX
CITY OF CHOCTAW

SECTION I
SCOPE OF WORK
(FY 2020-2021)

1.1. SCOPE OF WORK: To provide all personnel, labor, tools, equipment, materials, supplies (to include score cards, and supervision) necessary to perform Sports Officiating in accordance with the terms and conditions of this Statement of Work (SOW).

1.2. All stated sporting events will be played according to the schedules provided to the Independent Contractor by the Sports Complex Manager. All event start times will be followed as stated on the schedule. No Schedule changes shall be made by anyone other than the Sports Complex Manager.

1.3. Make-up games may be scheduled any day of the week or weekend, depending on the requirements of the Sports Complex Manager. 24 hour notice will be provided to the contractor.

1.4. Officials must arrive at the designated game site and be ready for games thirty minutes prior to scheduled game(s) to make all necessary preparations (i.e., verify batting line up cards, inspect playing area, coin toss, and meet with coaches, etc.) for scheduled event. The umpires and scorekeepers will sign completed scorecards. If the umpires are not at the complex and checked in with the Sports Director or Manager on Duty that all umpires have arrived and are checked in 30 minutes prior to the start of the first scheduled set of games.

1.5. First and last name of participants, jersey number are to be listed on all line-up cards. At the completion of each game, scores and results will be verified by the lead official, which will then sign the scorecard as a verification of the results. Correct date, team names, field #, age division, game # according to schedule posted, game time, both umpire names, final score and team indicted as the winner must be correct and turned into the Manager on duty before the park is closed for the day for league games and after each game for tournament games. Umpires or Director of Umpires will be responsible for setting up the game clock for each game he/she is officiating. Umpires or UIC will be responsible for the controllers i.e. returning them to the office they came from, equipment's conditions (antenna breaking, switches breaking). The Director of Umpires will be responsible for replacement in the event they need replacing.

1.6. All events will be played in accordance with respective rule books and/or park rules and amended only by the Sports Complex Director. No one else can alter this. Tournament rules will be provided to The Director of Umpires 48 hours prior to start of tournament for all City of Choctaw hosted Tournament.

1.7. Events in which protests are filed and upheld as a result of a rule misinterpretation will be officiated at the point the protest(s) were recorded as part of the original game at no additional cost to Bouse
Sports Complex. Judgement calls made by officials during the event cannot be protested. Protests files as a result of the circumstances will be reviewed and approved/disapproved by the Sports Complex Director.

1.8. The Independent Contractor shall report protests and ejections that occur during any event to the Manager on Duty at the time of occurrence. The Sports Complex Manager should receive a detailed written report within 24 hours of the incident.

1.9. Under unsafe or unplayable conditions (rain, lightning, poor field conditions, snow, ice, hail...), the Independent Contractor and Sports Complex Director will ensure conditions truly merit a delay or postponement (as per specific rulebook). Every effort will be made, safety considered, to complete scheduled contests. If inclement conditions occur, all games up to and including the one in progress will be compensated for. Subsequent games that day require cancellation will not be paid.

1.10. Bouse Sports Complex will provide the Independent Contractor with two hour notice in the event of unscheduled changes, cancellations or postponements. Compensating Officials reporting to games after the Bouse Sports Complex has provided the Independent Contractor two hour notification will be determined by the Independent Contractor & The Sports Complex Director.

1.11. Any equipment deficiency will be annotated on the appropriate scorecard by the Independent Contractor (torn infield, broken bases, holes in playing surface, etc....). Upon detection of the above mentioned deficiencies notify the sports complex director or manager on duty.

1.12. The Independent Contractor must contact the Sports Director at 405-505-5740 two (2) hours prior to the first scheduled game in the event officials cannot be provided. UIC fees will be deducted accordingly.

1.13. In the event that the required number of officials cannot be provided, notice must be given to the Sports Director that an emergency has caused a failure to meet these requirements. Scheduling fees and UIC fees will be deducted accordingly.

1.14. All certified officials will be dressed in official attire as required by governing sanction being used consistent with each designated sporting event. The Independent Contractor shall ensure that all officials uniform items required and any sport-specific individual items such as ball/strike indicator, plate brush, whistles, etc....

1.15. A summary invoice shall be submitted to the Sports Complex Director with dates, number of games assigned, number of games the Independent Contractor will have umpires for the 2nd to friday of the month for payments for the following month. For example, the Sports Complex Director will receive invoice February 21st for all games that will take place in March. The independent contractor will receive a 1099 based on invoices submitted for the services rendered. The independent contractor will be paid after the invoice is turned in. A check will be issued by The City of Choctaw Finance Department before the first game of the next month.
SECTION II
SPORTING EVENTS AND REQUIREMENTS
2.1 YOUTH BASEBALL/SOFTBALL
2.1.1. Independent Contractor shall provide only certified officials to cover baseball/softball requirements. Officials must be certified through sanctioned organization. Independent Contractor shall provide copies of official certifications 30 days prior to start of sports season.

2.1.2. Independent Contractor shall provide the following per game during the regular season and playoffs unless otherwise approved by the Sports Complex Director:
   a. Two officials per game (fall and spring league) for 7u and above & one official for 6u and below
   b. Two officials per game (fall and spring tournament) 7u and above & one official for 6u and below
Location of Event: Baseball/Softball will be played a Bouse Sports Complex at 1333 N. Indian Meridian.

2.1.3. Independent Contractor/Director of Umpires shall conduct an officials meeting at the beginning of each season to go over all rules and objectives.

2.1.4. Season timeframe and length is as follows: Estimated length of seasons
   Youth Baseball/Softball- *Estimated*
   Fall- August-October
   Spring-February- May

2.1.5. Officials will be paid by the Independent Contractor for league and tournaments.

2.2 Adult Softball

2.2.1. Independent Contractor shall provide only certified officials to cover softball requirements.
Official must be certified through sanction being used. Independent Contractor shall provide copies of official certifications 30 days prior to start of sports season.

2.2.2. Independent Contractor shall provide the following per game during regular season and playoffs:
   a. One or Two officials per game is acceptable (summer league)
   b. One or two officials per game (summer tournament)
Location of Event: Softball will be played at Bouse Sports Complex at 1333 N, Indian Meridian.

2.2.3. Season timeframe and length is as follows: Estimated length of season
   Adult Softball- *Estimated*
   Summer-June-July
   Fall/Winter September-October

2.2.4. Game fees for leagues will be included in the price of the league. The City of Choctaw Finance Department will provide the Director of Umpires with payment, it is then up to him to pay the officials for each game worked.

SECTION III
Terms and Conditions
3.1 PARTICIPATE AS AN OFFICIAL. Officials shall not participate as players, coaches, or team manager within the league in which they are officiating
3.2. AVAILABILITY. The Independent Contractor shall be available upon request to meet with the Sports Complex Director to discuss problem areas.

3.3. UNIFORM AND APPERANCE. Independent Contractor and Officials must maintain a professional attitude and wear appropriate professional officiating attire. Independent Contractor and Official’s shall present a neat appearance and be easily recognized. This may be accomplished by wearing distinctive clothing of the sanctioning body in which the event is sanctioning under.

3.4. ETHICS: No official shall be allowed to work a game if it is apparent he/she has been consuming alcoholic beverages or use of tobacco products in on or around the playing area.

3.5. OBLIGATION. If the Independent Contractor has not fulfilled the obligation of duties where two officials are scheduled or two officials are not present for that game(s). Scheduling fees and Director of Umpire fees may be deducted accordingly.

3.7. INDEPENDENT CONTRACTOR SCALE

3.7.1 Tournament Fee Scale
$20.00 per time slot for Director of Umpires
$4.00 per game scheduling fee
League Fee Scale
$20.00 per time slot for Director of Umpires
$4.00 per game scheduling fee

UMPIRE FEE SCALE

4u to 6u 1 umpire at $30 per umpire
7u to 8u coach pitch $27.50 (2 games $55 per umpire)
9u to 12u kid pitch $32.50 per umpire (2 games $65 per umpire)

3.6. FORFEITURES. League forfeitures will be paid directly to Director of umpires and the Director of Umpires will be responsible for collection. A forfeit is defined as a game cancelled with less than 12 hours’ notice, a team no-show or if a team does not have enough players. There is a 15 minute grace period from game time to show or have enough players present. The forfeit fees are not the City of Choctaw responsibility nor will the City of Choctaw reimburse UIC for fee not collected.

3.7 RAINOUTS/WEATHER

3.7.1 League: The Independent Contractor will be notified no later than 4:00pm when games are cancelled due to inclement weather. Independent Contractor will update the officials as soon as field status is determined but no later than 4:00pm. Updates will also be posted on the Bouse Sports Complex Facebook, City Website, and all other outlets.

3.7.2 Tournament: Tournament game delayed as a result of inclement weather will restart in a minimum of one hour after the Sports Director has notified the Independent Contractor. Every attempt will be made to start at the originally scheduled time slot if possible.

3.7.3 All games cancelled due to weather, safety conditions, or power shortages with less than 40 minutes played the Director of Umpires will receive payment of 100% of the Director of Umpire fee for these sets of games affected by the cancellations. Any games cancelled beyond these limits will be paid at full fee. For the games affected by the cancellations. Any games that are not played due to weather cancellations or any other cancellations the UIC will not receive payment.

4.0 CONCESSION. Will be negotiated with Concession Contractor.
4.1 UMPIRE ROOM. Independent Contractor is responsible for cleaning the umpire room at the end of each league night and at the end of each tournament. This includes the following: emptying out the trash can, sweeping the restroom floor, sweeping the umpire room/common area, making sure nothing is broken in the restroom or the umpire room/common area, insuring that the bathroom and the umpire room/common area is trash free and all umpire belongings are not left in the umpire room/common area. Coolers will be in each umpire room for umpires to use. Coolers will need to be cleaned out each night.

4.3 INDEMNIFY. Independent Contractor shall indemnify, defend and hold harmless the City of Choctaw, City of Choctaws staff, volunteers, officers, directors, partners, members, managers, attorneys and agents from and against any and all liability, claims, demands, causes of action, judgments, costs, expenses (including reasonable attorney fees and cost), and all losses and damages for bodily injury, death and property damage, arising from this operation by, or willful misconduct or negligence of the Independent Contractor, its officers, contractors, agents, servants, employees and officials. Upon notice from Independent Contractor, shall defend any such claim, demand, cause of action, or suit at independent Contractor expenses by counsel satisfactory to the City of Choctaw in its reasonable discretion (such consent or approval not to be unreasonably withheld, conditioned, or delayed)

4.4 AMENDMENTS. Amendments may be amended by either party as long as both parties agree to amendment and approved by council.

4.5 AGREEMENT. Nothing under this AGREEMENT shall be construed as creating the relationship of employer and employee between the City of Choctaw and the Independent Contractor.

4.6 TERMINATION. The obligation to provide services under this AGREEMENT may be terminated by either party upon 30 day written notice

4.7 ACCEPTANCE

This AGREEMENT will expire on November, 2020 with the option to renew each year thereafter.
IN TESTIMONY HEREOF, they have executed this AGREEMENT, the ______________ day of __________, 2019.

ATTEST: City of Choctaw, OK
(OWNER)
__________________________________________ By: ___________________________________________

__________________________________________

Print or Type Name and Title
ATTEST: Will Whitmire
(INDEPENDENT CONTRACTOR)
__________________________________________ By: ___________________________________________

__________________________________________

Print or Type Name and Title
CITY OF CHOCTAW

STAFF REPORT

City Council Meeting of: 1/7/2020

Parks & Recreation
Department

Amanda Valent
Prepared By

Tanner McGuire
Department Head

AGENDA TITLE: Approve the 2020 Concession Contractor at Bouse Sports Complex contract to Powerhouse Concessions.

*****************************************************************************

☐ **Public hearing required if this box is checked**

General Report:  Staff recommends going with PowerHouse Concessions as they will give the City of Choctaw 35% of all Gross Revenues. This will allow the City to collect Revenue without having to spend any money on concession supplies, concession employees, and allow the Sports Complex Manager to focus on enhancing and expanding Sports Programming for the City of Choctaw. The City of Choctaw will also collect Sales Tax Dollars without having to pay Sales Tax as we have when operating the Concessions.

Staff Comments: The contract was awarded at the December 17, 2019 meeting.
Agreement for Professional Services

This agreement is entered into by the City of Choctaw, OK hereinafter called “OWNER” and Powerhouse Catering hereinafter called “PC”. In consideration of the AGREEMENTS herein, the parties agree as follows:

I. Employment of PC: In accordance with the terms of this AGREEMENT: OWNER agrees to employ PC; PC agrees to perform professional services – To provide Bouse Sports Complex Concession Operation. PC will have exclusive rights to operate concessions during baseball/softball league/tournament games. No other vendor will be allowed to see food on the premises during baseball/softball league/tournament games at Bouse Sports Complex without written consent from the City of Choctaw.

II. Scope of Services: PC shall render professional services in providing Bouse Sports Complex Concession Operations as set forth in the attachment “Scope of Services and Responsibilities”.

III. Compensation: PC agrees to pay owner for the right to operate concessions of the Bouse Sports Complex. The scheduled fee to be paid out on a monthly basis to the owner is 35% of the monthly gross revenue.

IV. Terms and Conditions of Agreement: The Terms and Conditions of this Agreement as set forth as attachment “Terms and Conditions Agreement” shall govern the relationship between the OWNER and PC.

Nothing under this AGREEMENT shall be construed to give any rights or benefits in this AGREEMENT to anyone other than OWNER and PC, and all duties and responsibilities undertaken pursuant to this AGREEMENT will be for the sole and exclusive benefit of OWNER and PC and not for the benefit of any other party.

This AGREEMENT constitutes the entire AGREEMENT between OWNER and PC and supersedes all prior written or oral understandings.

This AGREEMENT will expire on June 30, 2023 with (2) 1 year options thereafter. From thereafter the contract will be on a yearly basis.

PC shall indemnify, defend and hold harmless OWNER and its officers, directors, partners, members, managers, employees, attorneys, and agents from and against any and all liability, claims, demands, causes of action, judgements, costs, expenses (including reasonable attorney fees and costs), and all losses and damages for bodily injury, death and property damage, arising out of the use, occupancy, conduct, operation, or management of the Bouse Sports Complex Concession Operation by, or the willful misconduct or negligence of, PC, its officers, contractors, licensees, agents, servants, employees, sub lessees (including without limitation, any permitted subtenant), in or about the project or Bouse Sports Complex. Upon notice from OWNER, PC shall defend any such claim, demand, cause of action, or suit at PC’s expense by counsel satisfactory to OWNER in its reasonable discretion (such consent or approval not to be unreasonably withheld, conditioned, or delayed).
This contract is executed in two counterparts. IN TESTIMONY HEREOF, they have executed this AGREEMENT, the ______ day of __________________________, 2019.

ATTEST:  

CITY OF CHOCTAW, OK  
(OWNER)  

__________________________  
By:__________________________

__________________________  
Print or Type Name and Title

ATTEST:  

POWERHOUSE CATERING  
(PC)  

__________________________  
By:__________________________

__________________________  
Print or Type Name and Title

Scope of Services and Responsibilities of PC
Operation of Concession Stand

- Serving of food and drink
- Maintaining food handling standards that are required by Oklahoma City/County Health Department.
- PC agrees to repair, at its sole cost and expense, any material damage done to the facility or The City of Choctaw equipment as a result of any act or omission to act by PC, its assigns, sub lessees, agents, officers, employees, and contractors, to pay the OWNER the cost of such repair to the extent that the OWNER is not compensated therefore by insurance.
- Owner agrees to maintain normal maintenance of plumbing & Heat and Air Systems to include any financial costs.

Marketing

- Although the OWNER may help out with any promotion of the Concession Stand, they should not be the sole instrument in advertising to the community.
- Owner and PC must promote the Concession Stand to the best of its ability so that the Concession Stand is economically viable.

Payments

- All monies taken for Concession Stand will be received by PC.
- PC is expected to practice good accounting methods and share with the OWNER any information in regards to it at OWNER request.
- All pricing must be approved by the OWNER
- All menu items must be approved by the OWNER

Park Policies

- All Park Policies must be enforced by employees of PC.
- Any amendments to Park Policies must be addressed with the OWNER before execution.

Cleanliness of the Concession Stand and Immediate Area

- At the conclusion of each game day, all areas within the Concession Stand and immediate area surrounding must be reasonably clean.
- Bathrooms must be cleaned after games have concluded for the evening.
- All equipment must be secured prior to vacating the ball park.
- PC must dispose grease properly in compliance of Oklahoma City/County Health Department.
- PC will maintain both north and south concession rooms along with the connected storage rooms attached. Excluding all umpire rooms and electrical rooms.
- City of Choctaw employees will be responsible for the bathrooms Monday – Friday, 8am – 4pm, excluding holidays.
- PC will be responsible for the removal of trash from park trashcans, and will oversee that they are properly disposed of in the dumpster.
Staffing

- During game days, and special events concession stands will be staffed adequately.
- All staff and volunteers will undergo annual background checks.
Terms and Conditions of Agreement

1. **Definitions:** The term OWNER as used herein refers to the City of Choctaw, OK. The term PC as used herein refers to Powerhouse Catering, its employees and agents, also its subcontractors and their employees and agents. As used herein, Services refers to the professional services performed by Powerhouse Catering pursuant of the AGREEMENT.

2. **Changes:** OWNER, without invalidating the AGREEMENT, may order changes within the general scope of the work required by the AGREEMENT by altering, adding to and/or deducting from the work to be performed. If any change under this causes an increase or decrease in PCs cost of, or the time required for, the performance of any part of the Services under the AGREEMENT, and equitable adjustment will be made by mutual agreement and the AGREEMENT modified in writing accordingly.

3. **Termination:** The obligation to provide services under this agreement may be terminated by either party upon the end of the fiscal year & before the fiscal year begins. A 30 day written notice must occur before last day of the fiscal year.

4. **Insurance:** Comprehensive General (Public) Liability or its equivalent, including $500,000 each person, $1,000,000 each occurrence, and property damage $250,000 per occurrence of $1,000,000 combined single limit for bodily injury and property damage. On all insurance required, selected organization shall be required to name the City and their officers and employees as additional insured.

5. **Subcontracts:** If, for any reason, at any time during the progress of providing services, OWNER determines that any subcontractor for PC is incompetent or undesirable, OWNER will notify PC accordingly and PC shall take immediate steps for cancellation of such subcontract. (Unless problem is easily rectified) Subletting by subcontractors shall be subject to the same regulations. Nothing contained in the AGREEMENT shall create any contractual relation between any subcontractor and OWNER.

6. **Payment:** By the 5th business day of each month, PC will pay the OWNER 35% of the gross revenue received during the previous month. A financial statement will be issued to the City of Choctaw showing what 35% of total revenue is. Starting on March 1st 2020- June 30th 2020 (for the 2019-2020 fiscal year), PC will pay the OWNER 35% of all revenue made in the fiscal year. All payments will be made by the 5th day of each month for the previous month.

OWNER is not responsible for the replacement of ANY equipment that PC has purchased, or will purchase in the future. PC is the sole owner of ALL equipment purchased or brought by PC to Bouse Sports Complex and will be responsible for the replacement, and maintenance of said equipment.

If PC fails to make payment due for what it owes to the OWNER by the due date, a $25 penalty per day will be assessed on top of what is owed until full payment is received.

**Game Days-** Any game of any sport that takes place with the confines of Bouse Sports Complex.

**Special Events-** Any event held at the Bouse Sports Complex that citizens of Choctaw and surrounding communities were notified to attend.
Neither OWNER nor PC shall assign, sublet or transfer any rights under or interest in this AGREEMENT without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this AGREEMENT.
City of Choctaw and Choctaw Utilities Authority
Regular Pre-Meeting of the City Council/Board of Trustees No. 28
December 17, 2019 @ 6:30pm
Choctaw City Hall, 2500 N Choctaw Road
Choctaw, Oklahoma 73020
Meeting held in Conference Room

MINUTES

1. Call to Order @ 6:30pm

7 Present: Chad Williams; Mike Birdsong; Jeannie Abts
            Roger Malone; Steve Krieske; Dale Gill; Randy Ross
0 Absent: None

Staff Present: Ed Brown, City Manager/Executive Director
              Ray Vincent/City Attorney, Lira Deer/HR Director, Tanner
              McGuire/Park & Recreation Director; Tracy Jordan/Finance
              Director; Randy Jacox/Public Works Director; Kelly
              Marshall/Chief of Police

2. Business Agenda: The following items are hereby designated for discussion only.

2.1 Staff briefing and clarification on agenda items.

City Manager/Executive Director briefed the City Council/Board of Trustees
on each agenda item and answered any questions.

2.2 Staff briefing on current and upcoming projects and/or issues relating to the City
and CUA.

City Manager/Executive Director briefed Council/Board on current and
upcoming projects and or issues relating to the City.

3. Adjournment:
   Called @ 6:58pm.

ATTEST:
Amanda Valent, City Clerk

CITY OF CHOCTAW, OK

__________________________
Randy Ross, Chairman
City of Choctaw
Regular City Council Meeting No. 28
December 17, 2019 @ 7:00pm
Choctaw City Hall, 2500 N Choctaw Road
Choctaw, Oklahoma 73020

MINUTES

1. Call to Order by the Mayor @ 7:00 pm
2. Invocation given by Roger Malone
3. Roll Call:
   7  Present: Chad Williams; Mike Birdsong; Jeannie Abts
       Roger Malone; Steve Krieske; Dale Gill; Randy Ross
   0  Absent: None

Staff Present: Ed Brown, City Manager/Executive Director
               Ray Vincent/City Attorney; Lira Deer/HR Director; Tanner
               McGuire/Park & Recreation Director; Tracy Jordan/Finance
               Director; Randy Jacox/Public Works Director; Kelly
               Marshall/Chief of Police

Presentation of check from Choctaw Parks Foundation – Mayor’s Tournament
Committee ($12,500)

4. Public Comments: This agenda item is for public comments on city related non-agenda
items. In accordance with State law, the City Council and City Staff are not allowed to
respond to any comments made. Preference will be given to Choctaw Citizens and NO
formal action will be taken. Speakers are limited to 3 minutes for a total of 15 minutes.

Curtis Scarberry asked about the permanent tax.

5. Business Agenda: The following items are hereby designated for discussion and
consideration which requires individual action.

5.1 Presentation of the 2018-2019 Audit as performed by Dillon & Associates.

   MOTION BY Steve Krieske and SECOND BY Mike Birdsong to approve the
   2018-2019 audit as performed by Dillon & Associates.
MOTION CARRIED:
6  Ayes:  Williams, Birdsong, Abts, Malone, Krieske, Gill
0  Nays:  None
0  Absent:  None
1  Abstain:  Ross

5.2 Ordinance No. 808-2019, amending Chapter 1, Article C to Part 19 Subdivision Development of the Code of Ordinances of the City of Choctaw by amending Sections §19-141, §19-145 and §19-146; declaring repealer; providing for severability; and declaring an emergency.

MOTION BY Roger Malone and SECOND BY Steve Krieske to pass and adopt Ordinance No. 808-2019.

MOTION CARRIED:
7  Ayes:  Williams, Birdsong, Abts, Malone, Krieske, Gill, Ross
0  Nays:  None
0  Absent:  None

5.3 Approve an Emergency Clause for Ordinance No. 808-2019; whereas in the judgement of the City Council it is necessary for the immediate preservation of the peace, health, or safety, shall become effective upon publication as provided by law.

MOTION BY Dale Gill and SECOND BY Jeannie Abts to approve the emergency clause for Ordinance No. 808-2019.

MOTION CARRIED:
7  Ayes:  Williams, Birdsong, Abts, Malone, Krieske, Gill, Ross
0  Nays:  None
0  Absent:  None

5.4 Resolution No. 19-47, amending the City Fee Schedule for fiscal year 2019-2020.

MOTION BY Dale Gill and SECOND BY Steve Krieske to pass and adopt Resolution No. 19-47.

MOTION CARRIED:
6  Ayes:  Birdsong, Abts, Malone, Krieske, Gill, Ross
1  Nays:  Williams
0  Absent:  None
5.5 Award the 2020 Concession Contractor at Bouse Sports Complex contract to Powerhouse Concessions.

MOTION BY Jeannie Abts and SECOND BY Chad Williams to award the 2020 Concession Contractor at Bouse Sports Complex contract to Powerhouse Concessions.

MOTION CARRIED:
7 Ayes: Williams, Birdsong, Abts, Malone, Krieske, Gill, Ross
0 Nays: None
0 Absent: None

5.6 Award the 2020 Umpire in Charge at Bouse Sports Complex contract to William Whitmire.

MOTION BY Mike Birdsong and SECOND BY Chad Williams to award the 2020 Umpire in Charge at Bouse Sports Complex contract to William Whitmire.

MOTION CARRIED:
7 Ayes: Williams, Birdsong, Abts, Malone, Krieske, Gill, Ross
0 Nays: None
0 Absent: None

5.7 Special Event Permits for calendar year 2020 for the Parks & Recreation Department.

MOTION BY Chad Williams and SECOND BY Steve Krieske to approve the Special Event Permits for calendar year 2020 for the Parks & Recreation Department.

MOTION CARRIED:
7 Ayes: Williams, Birdsong, Abts, Malone, Krieske, Gill, Ross
0 Nays: None
0 Absent: None

5.8 Special Event Permit for Muddy Buddies Race at Choctaw Creek Park, including all pavilions, June 13, 2020.

MOTION BY Steve Krieske and SECOND BY Chad Williams to approve the Special Event Permit for Muddy Buddies Race at Choctaw Creek Park, including all pavilions, June 13, 2020.

MOTION CARRIED:
7 Ayes: Williams, Birdsong, Abts, Malone, Krieske, Gill, Ross
6. Consent Agenda: The following items are hereby designated for routine approval, acceptance or acknowledgment by one motion, subject to any conditions included therein. If any item does not meet with the approval of all members, that item will be heard in regular order.

6.1 Regular Pre Meeting minutes for 12-03-19
6.2 Regular Meeting minutes for 12-03-19
6.3 Vouchers and Claims as approved by the City Manager:
   1. 12-10 Claims: $191,873.40
6.4 Credit Card payments in the amount of $15,638.61
6.5 Claims approved by the City Council in the amount of $26,159.78.
6.6 Bi-weekly payroll in the amount of:
   1. 12-06 Payroll: $60,875.00
   2. 12-20 Payroll: $68,000.00
6.7 Bi-weekly Fire payroll in the amount of:
   1. 12-08 Payroll: $12,414.46
   2. 12-08 Payroll: $15,000.00
6.8 Acknowledge 2020 calendar year holidays to be observed.
6.9 Acknowledge 2020 calendar year schedule of meetings for various boards, commissions, and public trusts to include City Council.

MOTION BY Steve Krieske and SECOND BY Dale Gill to approve the Consent Agenda as presented.

MOTION CARRIED:
7 Ayes: Williams, Birdsong, Abts, Malone, Krieske, Gill, Ross
0 Nays: None
0 Absent: None

7. New Business: This item is listed to provide the opportunity for Council discussion on items which may arise within twenty-four (24) hours prior to this meeting, and therefore, qualify as new business under the Oklahoma Open Meeting Act.

None.
8. **Council/Staff Remarks:** This item is listed to provide an opportunity for the council and/or staff to make comments and/or request specific agenda items. No action will be taken.

8.1 City Council;
8.2 City Attorney;
8.3 City Manager; and
8.4 Project Updates

None.

Mayor Ross recessed the meeting at 7:17pm.

* * * * * * * * * * * * * * * * * * * * * * * * * * * *

The meeting reconvened at 7:18pm.

Members Present:

7 Present: Chad Williams; Mike Birdsong; Jeannie Abts; Roger Malone; Steve Krieske; Dale Gill; Randy Ross
0 Absent: None

9. **Proposed Executive Session:** An executive session will be held if found to be in accordance with the State Law referenced below, to wit:

9.1 Discussion of negotiations concerning employees and representatives of employee groups; concerning the International Association of Firefighters, Local No. 5114. [Authorized by Title 25 O.S. Section 307(B)(2)].

MOTION BY Roger Malone SECOND BY Steve Krieske to enter Executive Session in accordance with Title 25 O.S. Section 307(B)(2) concerning the International Association of Firefighters, Local No. 5114.

MOTION CARRIED:

7 Ayes: Williams, Birdsong, Abts, Malone, Krieske, Gill, Ross
0 Nays: None
0 Absent: None

9.2 Discussion of confidential communications between a public body and its attorney concerning a pending investigation, claim, or action if the public body,
with the advice of its attorney, determines that disclosure will seriously impair the
ability of the public body to process the claim or conduct a pending investigation,
litigation, or proceeding in the public interest; concerning Case No. CV-2019-
2711. [Authorized by Title 25 O.S. Section 307(B)(4)].

MOTION BY Roger Malone SECOND BY Steve Krieske to enter Executive
Session in accordance with Title 25 O.S. Section 307(B)(4) concerning Case
No. CV-2019-2711.

MOTION CARRIED:
7 Ayes: Williams, Birdsong, Abts, Malone, Krieske, Gill, Ross
0 Nays: None
0 Absent: None

9.3 Discussion of confidential communications between a public body and its
attorney concerning a pending investigation, claim, or action if the public body,
with the advice of its attorney, determines that disclosure will seriously impair the
ability of the public body to process the claim or conduct a pending investigation,
litigation, or proceeding in the public interest; concerning Case No. CJ-2019-
6526. [Authorized by Title 25 O.S. Section 307(B)(4)].

MOTION BY Roger Malone SECOND BY Steve Krieske to enter Executive
Session in accordance with Title 25 O.S. Section 307(B)(4) concerning Case

MOTION CARRIED:
7 Ayes: Williams, Birdsong, Abts, Malone, Krieske, Gill, Ross
0 Nays: None
0 Absent: None

The meeting entered Executive Session at 7:20 pm.

*********************************************************

The meeting entered Open Session at 7:31 pm.

Members Present:
7 Present: Chad Williams; Mike Birdsong; Jeannie Abts;
Roger Malone; Steve Krieske; Dale Gill; Randy Ross

0 Absent: None
10. Adjournment:
   Adjourned @ 7:32 pm.

CITY OF CHOCTAW, OK

______________________________
Randy Ross, Mayor

ATTEST:

______________________________
Amanda Valent, City Clerk
### Receipt Register - Abridged for Council Packet

**Date: 12/02/2019**

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<th>Description</th>
<th>Account</th>
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<th>Bank Code</th>
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**Meeting Amount: 32,889.89**
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Subtotal: 30.00

Vendor Information:
- Vendor Name: Project X
- Address: 123 Main St, Anytown, USA
- Phone: 555-1234
- Email: projectx@company.com

Note: The above is an example of a table used to track project expenses. The actual content of the document may vary.
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## Payroll Summary Register

**Choctaw, OK**  
1/2/2020 4:29:29 PM

### Payroll Summary

**Pay Period:** 12/9/2019 - 12/22/2019

#### Employees Paid 187

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**Pay Period:** 12/9/2019 - 12/22/2019

**Employees Paid:** 187

**Packet:** PYPKT00652 - 19-12-20 CITY  
**Pay Period:** 12/1/2019 - 12/14/2019

**Employees Paid:** 187

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**Pay Period:** 12/1/2019 - 12/14/2019

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Choctaw PD – November 2019 Numbers

Alarm - 43

Assist - 29

Animal Control - 48
  DA -
  Took Home -
  Unfounded -
  Talk to Owner -
  Nicoma Park -
  Cat Bite -
  Dog Bite -
  Snake -
  MWC Shelter -
  Put Back in Yard -
  Put Horses up -
  Put Cow up -
  Trap -
  Citizens Complaint -
  Deer Call -
  Written Warning -
  Ticket -
  Assist Other Agency -
  Report -
  Welfare Check -
  Wild Pig -
  Misc -

Accident - 20
  Injury - 3
  Non-Injury - 12
  Hit - 2
  Unknown - 2
  Property - 2
  Fatality -

Death Cases - 1
  Accidental Death -
  Natural -
  Suicide -
  Shooting -
  Unattended Death - 1
Escorts – 0

Extra Patrols - 22

Miscellaneous - 103

Citizen Complaints - 2
  Fireworks -
  Noise – 2 (music)
  Animal -

Civil Standby - 2

Reckless Driver - 14

School Resource Officers - 1

Suspicious Person/Vehicle/Activity - 57
  Person - 9
  Vehicle - 18
  Activity - 30

Traffic - 211

Transport Prisoner - 0

Warrant - 2

Welfare Checks - 17

Total Calls - 572
AGENDA TITLE: Specific-Use Permit Application for 1440 at 2901 Plant Drive submitted by Ken Novotny

**Public hearing required if this box is checked**

General Report:
- Ken Novotny is the applicant for this 1.0 tract of industrial land.
- The current zoning is I-L "Light Industrial"
- The proposed use of a medical marijuana processing facility will comply with the current zoning of I-L "Light Industrial"
- The applicant is proposing to convert the existing structure to a medical marijuana processing facility
- The property is bound to the west by I-L "Light Industrial", to the north and east by I-H "Heavy Industrial", and south by I-L "Light Industrial"
- Attached: Application, Warranty Deed, Project Narrative, Site Plans, Properties List

Staff Comments: The specific use of the land use for which the applicant is requesting is compliant with both the existing surrounding land uses and with the Choctaw Comprehensive Plan.

Water- A City water main is located to the east of the property within the Plant Drive right-of-way. Development may be subject to sections §19-164 or §19-165

Sanitary Sewer- A City sanitary sewer main is located to the east of the property within the Plant Drive right-of-way. Development may be subject to sections §19-164 or §19-165

If approved the applicant must meet all staff requirements for a marijuana processing facility.

Conversion of the structure will require the structure to meet City of Choctaw fire, building, and electrical code.
The Planning Commission placed the following 8 (eight) conditions on the Specific Use Permit:

1. Security Alarm System must be in place on the property
2. Adequate outside lighting that meets City Code and motion sensor lighting on the property
3. 8 foot, chain link fencing on the property
4. Adequate parking for employees and customers
5. Sufficient odor control as to not create an odor nuisance from the property
6. No outdoor storage of waste or by-product
7. No retail use allowed on the premises
8. No sampling of product allowed on the premises
Ken Novotny is the applicant for this 1.0 acre tract of land. The 1.0 acre tract of land is located at 2901 Plant Drive. The applicant is requesting a specific use permit for marijuana processing facility.

BUILDING USE REGULATIONS
City of Choctaw Code of Ordinances PART 12; ARTICLE M: "Light Industrial District"; at this time the property has an existing structure (see attached survey). The applicant has applied for this specific use permit application to develop the property for a marijuana processing facility. The applicant has requested a specific use permit (SUP) for the purpose of establishing a marijuana processing operation within the existing structure on the property. Conversion of the building for the specific use requested will require the structure to meet City of Choctaw fire, building, and electrical codes.

Any development of the property will require a submittal of a site development plan and appropriate permits. The development will have to comply with the designated zoning classification at the time of submittal.

COMPREHENSIVE PLAN

- **Land Use** – At this time the property use is defined as light industrial.
  - **Physical Constraints** – There are no built or natural constraints presented by the Comprehensive Plan, but if the property is developed further, the developer will need to be aware of any stormwater drainage, stormwater quality, and any other environmental impact.
  - **Future Land Use** – Industrial—(Industrial development has a wide range of uses, appearances, and intensities. The most intensive industrial uses would be refining or manufacturing facilities. Additional forms include industrial warehouse/storage facilities with indoor storage, industrial business parks, and (where permitted) sexually oriented businesses.)

- **Transportation** – The property can be accessed from Plant Drive. Please refer to paragraph “Transportation” to see more detail on the mandatory easements, if any.

- **Infrastructure** – Please refer to paragraph “Water” and “Sewer” to see more detail on if the property is eligible for mandatory connections and extensions.

- **Access** – The existing drive and parking lot used for the existing structure on the property may be used for the proposed processing operation.

- **Livable City** – The development of this property will have to ensure that the livability standards within the comprehensive plan are being met and follow all required regulations within the City’s adopted ordinances and resolutions.

**WATER**
The property may be served from an existing water main located in the Plant Drive right-of-way. Any installation of a public water service requires all appropriate permits and installation as required by the City of Choctaw, Oklahoma Water Resource Board (OWRB), and Oklahoma Department of Environmental Quality (ODEQ).

**SEWER**
The property may be served from an existing sanitary sewer main located in the Plant Drive right-of-way and between lots 4 and 5. Any installation of a public sanitary sewer service main requires all appropriate permits and installation as required by the City of Choctaw and Oklahoma Department of Environmental Quality (ODEQ).

**TRANSPORTATION**
The property has access and frontage along Plant Drive. A fifty (50) foot right-of-way easement has been dedicated on plat and shown on generalized site plan.

**EXISTING ZONING**
The property for which a specific use permit is requested is bound to the west by "I-L Light Industrial District", bound to the north and east by I-H "Heavy Industrial District" and bound to the south by "I-L, "Light Industrial District". The uses permitted in the Light Industrial are principally industrial uses such as, material sales, machine shops, printing and binding plants, warehouses and storage facilities, among others. The surrounding development pattern is consistent with Light and Heavy Industrial Zoning classifications.

**CITY OF CHOCTAW STAFF**
The City of Choctaw's staff has reviewed the proposed specific use permit application for a marijuana processing facility. If approved, the applicant must meet all staff requirements for a marijuana process facility.
Specific Use Permit

Application No. 1911062
Application Date: 11-15-19
Cash □ Check □ Credit Card □
Amount Received $50.00 Receipt No. 1323

Subject Address: 2901 Plant Dr
Property Owner: Ken Novatny
Applicant: Ken Novatny
Phone: 921-4712
10201 SE 24th St OKC OK 73150
Address City State Zip
E-mail address: Ken@eterna440.com

Property Current Zoning: I-L Required Zoning: I-L Code Section No.:
Acres: Road Frontage: Comprehensive Plan Compatible:
Current Use (identify structures and improvements) Un Occupied

What is the “Specific Use” requested?: Med Marijuana
Benefits of proposed use to City of Choctaw? Jobs/Taxes
City Utilities: Water □ Sewer □ N/A □ Estimated traffic count: 14
How will proposed change affect the roadway system serving your area: increase daily traffic due to employees
Will the proposed use be detrimental to property in the same zone or vicinity, if so, explain? No

Identify surrounding land uses: industrial / sewer treatment

The undersigned declares that the above statements and those contained in any exhibits transmitted to the Planning Commission are true and correct to the best of my knowledge and that I received the Policies and Procedures regulating this application.

PROPERTY OWNER’S SIGNATURE: Ken Novatny

[Not necessary if there is an authorized representative. Authorized representative must sign below]

AUTHORIZED REPRESENTATIVE: I hereby certify that I am authorized to represent all of the property owners of the above described tract in the application. Power of Attorney must be attached.

Name: ___________________________ Address: ___________________________
Signature: ________________________ Telephone: _______________________

County Parcel Number: __________________________

June 2019
KNOW ALL MEN BY THESE PRESENTS:

That Choctaw Utilities Authority, a public trust, party of the first part, in consideration of the sum of Ten dollars and other valuable consideration to it in hand paid, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto JPM LEASING, L.L.C., an Oklahoma limited liability company, party of the second part, the following described real property and premises situate in Oklahoma County, State of Oklahoma, to wit:

Lots Four (4) and Five (5), Block Two (2),
CHOCTAW BUSINESS AND INDUSTRIAL PARK,
Choctaw, Oklahoma County, Oklahoma,
according to the recorded plat thereof.

"Exempt documentary Stamp Tax O.S. Title 68, Article 32, Section 3202, Paragraph 11."

MAIL TAX STATEMENT TO:
JPM LEASING, L.L.C.  
2500 Enterprise Blvd.  
Choctaw, OK 73020

Return original:  

Signed and delivered this 14th day of July, 2004.

Choctaw Utilities Authority, 
a Public Trust

By

[Signature]

Dave Howe, Vice Chairman

ACKNOWLEDGMENT

STATE OF OKLAHOMA, COUNTY OF OKLAHOMA, SS.

This instrument was acknowledged before me on July 14, 2004, by Dave Howe, Vice Chairman of Choctaw Utilities Authority, a public trust.

My commission expires: 5/30/2004

[Signature]

Sylvia McWhorter
Notary Public
Written Project description.

Ken Novotny project called 1440

Proposed Use: Superfoods Processing facility

Number of buildings: 1

Open space or park: Not sure what's being asked. It's an existing building with a asphalt parking lot

Connection to road is an existing asphalt driveway to plant drive
2901 Plant Drive Choctaw OK Neighboring properties list

1. 2675 Plant Drive-Cannabis company next door formerly Excell Products (the only structure within 300' according to Google maps)
2. 2500 Enterprise Rd-Excell Products
3. 16365 NE 23rd-Advent Heating and Air Cond
4. 16649 NE 23rd-Double Play-
5. 16557 Service Road-Oklahoma Tile and Carpet Dist
6. 16446 NE 23rd-Zoe Haskins CPA
7. 2801 Enterprise Rd-Action Gymnastics and Cheer
8. 16092 NE 23rd-Phat Phabz
9. 16758 NE 23rd-Douglas M Gierhart ATTY
10. 17311 NE 23rd-Eastern OK County Partnership
11. 16966 NE 23rd-Tractor Supply
12. 17012 NE 23rd-K&S Tires
13. 17400 NE 23rd-Rockys place
14. 17425 NE 23rd-St-Bad boy Mowers
15. 17480-A-Sooner St Driving School