City of Choctaw
Regular City Council Meeting No. 03
February 4, 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.

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 Nominate and approve the appointment and/or confirm appointment of members to boards and commissions for new or reappointed terms.

1. CEDA – Ron Bradshaw – term to expire April 30, 2022
2. CEDA – Trent Smith – term to expire April 30, 2023

RECOMMENDATION: Approve the appointments.

5.2 Resolution No. 20-02, amending the City Fee Schedule for fiscal year 2019-2020.

RECOMMENDATION: Pass and adopt Resolution No. 20-02.

5.3 Approve the Firefighting Property Agreement between Oklahoma Department of Agriculture, Food and Forestry Department of Defense and the City of Choctaw, OK.

RECOMMENDATION: Approve the agreement as presented.

5.4 Approve the Amendment to the Service Agreement between the Institute for Building Technology and Safety (IBTS) and the City of Choctaw for Floodplain Services.

RECOMMENDATION: Approve the agreement as presented.
5.5 Approve Collection Services for the Choctaw Police Department by AMR effective March 1, 2020 and authorize the City Manager to sign.

RECOMMENDATION: Approve the services 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 01-21-20 |
| 6.2  | Regular Meeting minutes for 01-21-20   |
| 6.3  | Vouchers and Claims as approved by the City Manager: |
|  1.  | 01-22 Claims: $10,771.01               |
|  2.  | 01-29 Claims: $64,656.45               |
|  3.  | 01-30 Claims: $2,594.09                |
| 6.4  | Bi-weekly payroll in the amount of:    |
|  1.  | 01-31 Payroll: $65,350.20              |
|  2.  | 02-14 Payroll: $68,000.00              |
| 6.7  | Bi-weekly Fire payroll in the amount of:|
|  1.  | 01-31 Payroll: $12,357.92              |
|  3.  | 02-14 Payroll: $15,000.00              |

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. Proposed Executive Session: An executive session will be held if found to be in accordance with the State Law referenced below, to wit:
9.2 Discussion of negotiations concerning employees and representatives of employee groups; concerning the Fraternal Order of Police, Lodge No. 165. [Authorized by Title 25 O.S. Section 307(B)(2)].

RECOMMENDATION: A. Motion to enter into executive session in accordance with Title 25 O.S. Section 307(B)(2), concerning the Fraternal Order of Police, Lodge No. 165.

B. Return to open session for action and/or motion.

10. Adjournment:

This agenda was posted in prominent public view at Choctaw City Hall on or prior to 5:00pm on January 31, 2019 in accordance with the Oklahoma Open Meeting Act.

Amanda Valent, 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.
AGENDA TITLE: Nominate and approve the appointment and/or confirm
appointment of members to boards and commissions for new or
reappointed terms.

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

General Report: Boards and Commissions:
1. Ron Bradshaw - term to expire April 30, 2022
2. Trent Smith - term to expire April 30, 2023

Staff Comments: CEDA members are appointed in accordance with Appendix 6,
Declaration of Trust of the Choctaw Economic Development
Authority, of the Choctaw Municipal Code.
CITY OF CHOCTAW

STAFF REPORT

City Council  Meeting of: 2/4/2020

Planning & Development

Department

Amanda Valent
Prepared By

Guy Henson
Department Head

City Clerk Approval

AGENDA TITLE: Resolution No. 20-02, amending the City Fee Schedule for fiscal year 2019-2020.

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

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

General Report: After review by staff the following amendments to the fee schedule are recommended:

- Development Fees - Capital Improvements
  5. (Water Development) and 6. (Sanitary Sewer Development) were amended to read as follows:

    (see changes on attached supplement 1)

Staff Comments: 5. Water Development (per Lot/Tract)

  a. Residential per unit $325.00
  b. Non-Residential (per building sq ft) $0.25 sqft

6. Sanitary Sewer Development (per Lot/Tract)

  a. Residential per unit $325.00
  b. Non-Residential (per building sq ft) $0.25 sqft
RESOLUTION NO. 20-02

A RESOLUTION OF THE COUNCIL OF THE CITY OF
CHOCTAW, CHOCTAW, OKLAHOMA, AMENDING THE

WHEREAS, modifications have been made to the fee schedule, which is included as part
the 2019-2020 budget; and

WHEREAS, the current fee schedule was adopted by Resolution No. 19-47 on the 17th
day of December 2019; and

WHEREAS, the following fees pertaining to the Development Fees as set forth in the
attached Supplement No. 1 are hereby recommended to be amended; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Choctaw,
Choctaw, Oklahoma, hereby adopts the Development Fee Schedule to become and be effective

ADOPTED and APPROVED by the City Council of the City of Choctaw, Choctaw,
Oklahoma, this 4th day of February, 2020.

CITY OF CHOCTAW, OKLAHOMA

____________________________________
Randy Ross, Mayor

ATTEST:

____________________________________
Amanda Valent, City Clerk
## DEVELOPMENT FEES

### Board of Adjustment

1. Variance Application $200.00
2. Specific Use Permit $50.00
   a. Appeal to City Council $50.00

### Platting

1. Preliminary Plat
   a. Residential $200.00
   b. Commercial/Industrial/Religious $300.00
   c. Government/Public School $300.00
2. Final Plat/Re-Plat
   a. Residential $100.00
   b. Commercial/Industrial/Religious $200.00
   c. Government/Public School $200.00
3. Short Form Subdivision
   a. Platted
      i. Lot Split (Per Lot) $100.00
      ii. Lot Merge $100.00
   b. Un-Platted
      i. Lot Split (Per Lot) $300.00
      ii. Lot Merge $300.00
   c. Government/Public School Exempt

4. Closing
   a. Right of Way $300.00
   b. Easement $150.00

### Civil Plan Review

1. Plat Review (Residential)
   a. 0-21 Lots $500.00
   b. 21-50 Lots $1,000.00
   c. 51-100 Lots $1,500.00
   d. 101+ Lots $15/lot
   e. Subsequent Review after Comments $100/hr
2. Plat Review (Commercial)
   a. Commercial Plat Review $750.00
   b. Subsequent Review after Comments $100/hr
3. Drainage Study Review $500.00
4. General
   a. City Engineer Service (hr) Actual Cost
   b. Inspection Service (hr) $65/hr

### Capital Improvements

1. Inspection (Valuation-Material & Labor)
   a. Value $1 to $2,000 $70.00
   b. Value $2,001 to $5,000, minimum $70.00+
      pro-rated for each $100 above $2,000 $3.00
   c. Value $5,001 to $10,000, minimum $160.00+
      pro-rated for each $100 above $5,000 $2.50
   d. Value $10,001 to $25,000, minimum $285.00+
      pro-rated for each $100 above $10,000 $2.00
   e. Value $25,001 to $50,000, minimum $585.00+
      pro-rated for each $100 above $25,000 $1.50
   f. Value $50,001, minimum $960.00+
      pro-rated for each $100 above $50,000 $1.00
2. Maintenance (Cost-Material & Labor)
   a. Water Maintenance Bond 100% - 2yrs
   a. Sanitary Sewer Maintenance Bond 100% - 2yrs
   c. Paving & Drainage Maintenance Bond
      i. First Year 100%
      ii. Second Year 80%
      iii. Third Year 75%
      iv. Fourth Year 50%
      v. Fifth Year 25%
3. Street Signs
4. Water Test
   a. BAC-T Test  $325.00

5. Private Water Development (per Lot/Tract)
   a. Residential per unit $325.00
   b. Non-Residential (per square foot of building sq ft) $0.08 sqft $0.25 sqft

6. Private Sanitary Sewer Development (per Lot/Tract)
   a. Residential per unit $325.00
   b. Non-Residential (per square foot of building sq ft) $0.10 sqft $0.25 sqft

Public Notice
1. Notification Sign $45.00
2. Notification Letter $10.00
3. Newspaper Publication $45.00

Zoning
1. Zone Change Amendment
   a. 1 Acre or less $300.00
   b. 1.01 to 5 Acres $400.00
   c. 5.01 or more $500.00
2. Amendment to PUD $200.00
3. Endorsement $25.00

Mapping
1. City Limits/Street Map (Black/White)
   a. 11" x 17" $5.00
   b. 22" x 22" $15.00
   c. 36" x 36" $25.00
   d. Color $5.00
2. Zoning Map (Color) $25.00
   a. 11" x 17" $10.00
   b. 22" x 22" $20.00
   c. 36" x 36" $40.00

3. Large Format Print/Copy
   a. 11" x 17" $2.00
   b. 18" x 22" $4.00
   c. 24" x 36" $5.00
   d. 36" x 48" $6.00

4. Large Format Scan
   a. 11" x 17" $0.05
   b. 18" x 22" $0.10
   c. 24" x 36" $0.20
   d. 36" x 48" $0.25

City/County Recording
1. First Page of Instrument Actual Cost
2. Each Additional Page of Instrument Actual Cost
3. Preservation Actual Cost
4. Plat (1 Block or Less) Actual Cost
5. Plat (2 Block or More) Actual Cost
6. Electronic Filing Actual Cost
7. OK Tax Commission Document Stamp Actual Cost
8. Handling $5.00

Comprehensive Plan Book
1. Paper Copy $75.00
2. Digital Copy $25.00

Parkland Dedication
1. In-Lieu of Land Dedication Refer to Subdivision Ord.

Community Pre-Development Consultation
1. Community Pre-Development Consultation Meeting $125.00

OMMA Compliance
1. OMMA Certificate of Compliance $300.00

Floodplain Management
1. Floodplain Management - Residential $100.00
2. Floodplain Management - All others $200.00
4. Plat (1 Block or Less)  Actual Cost
5. Plat (2 Block or More)  Actual Cost
6. Electronic Filing  Actual Cost
7. OK Tax Commission Document Stamp  Actual Cost
8. Handling  $5.00

Comprehensive Plan Book
1. Paper Copy  $75.00
2. Digital Copy  $25.00

Parkland Dedication
1. In-Lieu of Land Dedication  Refer to Subdivision Ord.

Community Pre-Development Consultation
1. Community Pre-Development Consultation Meeting  $125.00

OMMA Compliance
1. OMMA Certificate of Compliance  -

Floodplain Management
1. Floodplain Management - Residential  -
2. Floodplain Management - All others  -
AGENDA TITLE: Approve the Firefighting Property Agreement between the Oklahoma Department of Agriculture, Food and Forestry Department of Defense and the City of Choctaw, OK.

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

General Report: This agreement allows the utilization of Department of Defense (DOD) firefighter property for the exclusive purpose of fire suppression, fire prevention and related emergency services of the cooperator.

The US Forestry is requiring all previous cooperative agreements to re-executed.

Staff Comments:
OKLAHOMA DEPARTMENT OF AGRICULTURE,
FOOD AND FORESTRY
DEPARTMENT OF DEFENSE
FIREFIGHTING PROPERTY AGREEMENT

By and between
Oklahoma Department of Agriculture, Food and Forestry
And

Cooperator Number: __________  SSPD: ________  Date (mm/dd/yy)  02/04/20
Name:  City of Choctaw, OK
Address:  PO BOX 567
City:  Choctaw  OK  Zip:  73020  Phone:  405-390-8198

INTEREST OF THE PARTIES:

This agreement, by and between the Oklahoma Department of Agriculture, Food and Forestry, an agency of the State of Oklahoma, herein referred to as “Forestry Services” and the cooperating party named herein referred to as the “Cooperator”, acknowledges that the prevention and suppression of fires threatening forest and range lands, human lives, structural improvements, and all other rural values is of mutual concern to both parties. For this reason, the Forestry Services will provide to the Cooperator certain Department of Defense (DOD) equipment and vehicles as authorized by 10 U.S.C. 2576B, and named the DOD Firefighting Property Program (FFP).

PURPOSE:

Utilization of Department of Defense (DOD) firefighter property for the exclusive purpose of fire suppression, fire prevention and related emergency services of the cooperator.
AUTHORITIES:

The Forestry Services, as set forth by Oklahoma Statutes, O.S. Title 2 Sections 16-8, 16-72, 16-74 and Title 19 Section 901.61, is responsible for the prevention, suppression of forest and wildland fires in the state.

THE FORESTRY SERVICE AGREES:

To provide DOD Firefighting Property for the exclusive purpose of fire suppression, fire prevention, and related emergency services of the Cooperator.

To provide proper licensing for all DOD Firefighting Property to be used on the roadways of the State of Oklahoma.

To provide technical and informational support and assistance, upon request, in converting DOD Firefighting Property into fire suppression apparatus.

To facilitate the transfer of the title of ownership of equipment identified in the attached DOD FFP equipment listing to the Cooperator once all stipulations in this agreement have been complied with by the Cooperator.

THE COOPERATOR AGREES:

The Cooperator Agrees to place the equipment acquired under this Agreement in operational condition and use as outlined below:

Operational condition of the equipment will be in accordance to the “Specifications for Operability” provided by Forestry Services at the time of acquisition.

The Cooperator will notify Forestry Services when the equipment is in operational condition so that an inspection of the equipment can be made.

The following applies to any vehicle acquired through this agreement:

The vehicle must be painted and cannot remain in original military colors. The Cooperator will ensure that the vehicle is painted or wrapped in non-military color and paint scheme.

The Cooperator will convert the vehicle into an emergency response vehicle able to perform an emergency response function.

Should this vehicle become inoperable and beyond repair during the term of this agreement, the vehicle will be returned to the Forestry Services at the Cooperator’s expense. The vehicle will be returned to DLA at no cost to the Cooperator.
The Cooperator will ensure the vehicle will be housed, covered, or otherwise protected from vandalism, theft and the elements during the term of this agreement.

The Cooperator will bear the entire cost of maintenance, repair, and operation of this vehicle while in the Cooperator’s possession.

The Cooperator must design, operate, and maintain each vehicle in a roadworthy and legal condition.

The Cooperator will not put the vehicle into use prior to certification by Forestry Services that it is in operational condition.

Equipment acquired under this agreement is for the exclusive use for fire protection and other emergency response for which the Cooperator has jurisdictional authority.

To indemnify and hold harmless Forestry Services and its officers, directors, agents and employees from any liability related to this equipment, including but not limited to, the use and repair thereof.

The Cooperator receiving FFP property shall be responsible for all costs incurred in the refurbishing, maintaining, and the repair of said property.

DURATION AND TERMINATION

This agreement shall be effective from the date of execution by the Director of Forestry Services and Cooperator. Either party may request termination of this agreement upon thirty (30) days written notice to the other party.

Operational condition of the equipment will be achieved within one hundred eighty (180) days of its acquisition from Forestry Services. Forestry Services may extend this time frame up to one year upon written request and approval.

If equipment acquired through this agreement is not in operational condition after such an extension, this agreement may be terminated, and the equipment will be returned to Forestry Services at the Cooperator’s expense. Any improvements, equipment or modifications made to a vehicle may be removed prior to repossession at the Cooperator’s expense.

TRANSFER OF OWNERSHIP, TIME PERIOD, CONDITION OF PARTICIPATION, ROLLING STOCK (Trailers)
TERMS AND CONDITIONS:

Upon receipt of notification from the Cooperator that conversion of the assigned property has been completed a verification inspection will be performed by the applicable Rural Fire Coordinator. A Firefighter Property Release Transfer and Specification for Operability will be prepared and provided to the Cooperator to
perform a field check. The applicable Rural Fire Coordinator may complete and submit the verification form to the **Forestry Services**.

**Forestry Services** will transfer ownership of equipment. In the case of vehicles and other titled equipment, the Certificate of Title will transfer to the **Cooperator**, under the terms of this agreement 1 year from the date that said equipment is fully operational and a final inspection has been completed by the Rural Fire Coordinator. The **Cooperator** which puts Firefighter Program property into use will accept ownership of equipment and, in the case of vehicles, the **Cooperator’s** name. Title must be in the Fire Department’s name and cannot have an individual’s name on the title. The **Cooperator** is responsible for the cost of obtaining title.

Operational condition of the equipment will be achieved within one hundred and eighty (180) days of its acquisition from **Forestry Services**. **Forestry Services** may extend this time frame up to one year upon written request and approval.

Upon transfer of Title, the **Cooperator** will surrender the State license plate (if equipment is a vehicle) to the **Forestry Services**.

Equipment acquired under this agreement shall not be used for speculative purposes.

For Demilitarization A and Q6 property, **Cooperator** will have conditional title to the property during the one (1) year period that property is conditionally transferred to them. **Cooperators** are authorized to make upgrades to vehicles during the one (1) year conditional period. **Cooperators** are required to place all DEMIL A and Q6 property into use within 1 year of receipt. Items that have been acquired and require reconfiguration, refurbishment, painting, maintenance or repair will be considered to have been “placed into use” as long as active steps are being taken to make them available for bona fide fire protection service requirements. Similarly, items like trailers, generators, tanks, and pumps that are obtained to support fire operations will be considered to have been placed into use, as long as they are readily available to support such contingencies.

**TYPE OF PROPERTY: DEMIL CODES, TSC REQUIREMENTS**

**FFP:**

The **Forestry Services** will acquire only Demilitarization DEMIL Code A and Q6 property.

Property that requires Demilitarization DEMIL Code B, C, D, E, F, G, and sensitive Q3 items will not be acquired in this program.

All property is transferred on an "as-is, where-is" basis.

The Transferee is responsible for complying with U.S. export control laws and regulations, including the Export Administration Regulations (EAR) (15 CFR Parts 730-774) and the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130).
This responsibility exists independent of, and is not established or limited by, the information provided in this statement of compliance.

The responsibility includes; but is not limited to, determining the subsequent transferee's eligibility to receive such items in accordance with U.S. export control laws and regulations.

Information on the EAR and ITAR are at: https://www.bis.doc.gov/index.php and https://www.pmddtc.state.gov/index.html

The Transferee must notify all subsequent purchasers or Transferees in writing, of their responsibility to comply with U.S. export control laws and regulations.

DISPOSAL REQUIREMENTS-RETURN TO STATE/DLA

Cooperators will return property, at their expense, if DEMIL A and Q6 property fails or ceases to be placed into use within one (1) year. In the event, during the one (1) year period in which property is conditionally transferred, the property is improperly sold, traded, leased, loaned, bailed, encumbered, or otherwise disposed of without prior written approval of the USDA, the Cooperators, at the option of DLA, shall be liable for the proceeds of the disposal, the fair market value, or the fair rental value of the Property at the time of such unauthorized transaction or use, as determined by DLA. USDA Forest Service approval prior to disposal is required and will be done on a case-by-case basis. Additional documentation may be required prior to approval.

INSURANCE REQUIREMENTS

The fire department receiving FFP property shall provide proof of insurance on all rolling stock prior to removing property from the OFS Community Fire Assistance Program Equipment Yard. Insurance on the rolling stock, must be maintained the entirety of the possession by holding fire department. The Cooperators will carry liability insurance and provide proof of such insurance to Forestry Services upon its acquisition. The applicable Rural Fire Coordinator will verify insurance during renewal dates. Such policy must be in compliance with State minimum amounts and name Forestry Services as an “additional insured” until title is transferred.

The Cooperators relieve the Oklahoma Department of Agriculture, Food and Forestry Services of responsibility under the “agent of the state” statutes in all matters related to this vehicle.

PROPERTY TRANSFER

Full title to DEMIL A and Q6 property, including vehicles, will vest in the Cooperators after one year if all other requirements of this agreement have been
met. The **Cooperator** and **Forestry Services** will maintain the documents for 6 years and 3 months as required by USDA Forest Service.

Sale or transfer of DEMIL A or Q6 property after the two (2) year conditional holding and utilization period to non-FFP participants must be executed in compliance with U.S. Export Control Regulations.

Export control laws and regulations, including the Export Administration Regulations (EAR) (15 CFR Parts 730-774) and the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130). (Fire Department name) is responsible, but not limited to, determining the subsequent transferee’s eligibility to receive (list item description and SN) in accordance with U.S. export control laws and regulations:

Information on the EAR and ITAR are at: [https://www.bis.doc.gov/index.php](https://www.bis.doc.gov/index.php) and [https://www.pmddtc.state.gov/index.html](https://www.pmddtc.state.gov/index.html)

### LOST, MISSING, STOLEN, OR DESTROYED REQUIREMENTS FOR ASSIGNED PROPERTY.

Reporting requirements for lost, missing, stolen, or destroyed program property. All property Lost, Missing, Stolen, or Destroyed (LMSD), carried on an FFP current inventory, must be reported by individual **Cooperators** to the Oklahoma **Forestry Services** who will submit to DLA through USDA Forest Service. Property with a DEMIL Code of “A” or Q6 must be reported within seven (7) days.

USDA Forest Service may grant extensions to the reporting requirements listed above on a case-by-case basis.

All **Cooperators** agree to cooperate in any investigation into the loss as directed by DLA.

### REVIEWING PROGRAM PROCESS-TIME FRAME

Designated **Forestry Services** and Federal parties to this program will perform joint reviews to assure compliance with the DOD Firefighter Property program Standard Operating Procedures and other applicable statutes and regulations, and to recommend changes to improve the program or to bring it into compliance with program and property management requirements.

**Cooperator** will provide access to and the right to examine all records, books, paper or documents in whatever format relating to DOD firefighting property transfers under 10 U.S.C. 2576b to the Forest Service, the Oklahoma **Forestry Services** and the Department of Defense including the Office of Inspector General, and the Comptroller General of the United States or their authorized representative.

### NON DISCRIMINATION REQUIREMENTS
The Cooperators shall comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws, Executive Orders, regulations, and policies. These include, but are not limited to:

Title VI of the Civil Rights act of 1964 (42 U.S.C. 2000d, 2000e-16), which prohibits discrimination on the basis of race, color, disability, or national origin;

Title IX of the Education amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; and Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 794) which prohibits discrimination on the basis of disabilities. The nondiscrimination statement which follows shall be posted in primary and secondary recipient/Cooperator offices, at the public service delivery contact point and included, in full, on all materials regarding such recipients'/Cooperators' programs that are produced by the recipients'/Cooperators for public information, public education, or public distribution:

"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.) To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W. Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer."
If the material is too small to permit the full statement to be included, the material shall at a minimum include the statement, in print size no smaller than the text: "This institution is an equal opportunity provider."

The parties hereto have executed this agreement as of the last written date below.

<table>
<thead>
<tr>
<th>Fire Chief Signature</th>
<th>Date</th>
<th>Mayor or Board Chairman Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loren Bungarner</td>
<td>2.4.2020</td>
<td>Randy Ross</td>
<td>2.4.2020</td>
</tr>
</tbody>
</table>

Print Fire Chief Name Date

Mark Goeller Date

Director, Forestry Services Division
AGENDA TITLE: Approve the Amendment to the Service Agreement between the Institute for Building Technology and Safety (IBTS) and the City of Choctaw for Floodplain Services.

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

General Report: The City of Choctaw entered into an agreement with the Institute for Building Technology and Safety on November 5, 2019 to augment Building Inspections and Planning and Zoning Services to augment planning services.

In addition to these services the City will also be utilizing the Floodplain Services. This amendment to the original Service Agreement will implement the additional services.

Staff Comments: Staff will be taking the necessary class to become a certified floodplain manager and upon completion we will no longer need these services.
AMENDMENT TO
SERVICE AGREEMENT
BETWEEN
INSTITUTE FOR BUILDING TECHNOLOGY AND SAFETY
AND
THE CITY OF CHOCTAW, OKLAHOMA

This Amendment to the Service Agreement dated November 5, 2019 by and between Institute for Building Technology and Safety (IBTS) and City of Choctaw, OK (Jurisdiction) is hereby amended as follows:

3.0 SERVICE SELECTION
The full scopes of services offered by IBTS found in the Service Agreement are listed as attachments to the Service Agreement. The Jurisdiction hereby selects to implement the additional Service identified below effective immediately:

   X : Building Code Department Services & Fees, Attachment A
   ____ : Floodplain Services & Fees, Attachment B
   ____ : Accessibility Code Services & Fees, Attachment C
   ____ : Fire Code Review & Inspection Services & Fees, Attachment D
   ____ : Stormwater Services & Fees, Attachment E
   ____ : GOVmotus Permitting Software and Fees, Attachment F (Reserved for Future Use)
   ____ : Energy and Green Building Services & Fees, Attachment G
   ____ : Planning and Zoning Services and Fees, Attachment H
   ____ : Property Maintenance Services and Fees, Attachment I
   ____ : Feasibility Study Services and Fees, Attachment J
   ____ : Fast Track Plan Review Services and Fees, Attachment K

This Amendment is effective as of the date of the last signature by the parties below. Except as explicitly amended by this Amendment, all of the terms and conditions of the Service Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, IBTS and the Jurisdiction do hereby execute this Amendment to the Service Agreement effective as of the date last signed below:

<table>
<thead>
<tr>
<th>Institute for Building Technology and Safety</th>
<th>City of Choctaw, OK</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature:</td>
<td>Signature:</td>
</tr>
<tr>
<td>Name: Joseph Balac</td>
<td>Name: Randy Ross</td>
</tr>
<tr>
<td>Title: General Counsel and Director of</td>
<td>Title: Mayor</td>
</tr>
<tr>
<td>Contracts</td>
<td></td>
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<tr>
<td>Date:</td>
<td>Date:</td>
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</tbody>
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ATTACHMENT C
FLOODPLAIN SERVICES & FEES

1.0 COMPLETE FLOODPLAIN SERVICES

IBTS will provide Floodplain Enforcement (reviews and inspections), Floodplain Administration (data management and maintenance), and other Floodplain Management services (i.e. Base Flood Elevation determination, ordinance review, amendment facilitation, assistance with submittal requests for Letter of Map Revisions and Letters of Map Amendments) to the Jurisdiction. Note that any required enforcement and administration to support and maintain the National Flood Insurance Program (NFIP) for flood permits issued by the jurisdiction prior to the start of services for the jurisdiction are not within the Scope of this Agreement.

Applicants will come to the Jurisdiction’s local city hall or other designated location to apply for permits, submit plans for plan reviews, or requests for Zoning and FEMA certifications. However for inspections, site verification visits, the applicants can call IBTS directly. All administrative documentation managed by IBTS may be sent directly to IBTS offices from the applicant, architect, engineer or land surveyor.

IBTS will evaluate and assist each Jurisdiction with evaluating the benefits of implementing the Community Rating System (CRS) as a part of its participation in the NFIP. IBTS will coordinate with the local FEMA Region office and its CRS resources to determine and analyze any benefits of the CRS program. IBTS will develop the necessary presentations and data for the jurisdiction to determine if implementation of the CRS program would be of benefit.

Nothing in this attachment and/or Service Agreement shall be construed to conflict with 44 CFR and other state or local adopted laws, rules and regulations.

2.0 FLOODPLAIN SERVICES FEE SCHEDULE

<table>
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<tr>
<th>TYPE</th>
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<tr>
<td>Elevation Determination – Residential</td>
<td>$65.00 per unit</td>
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<tr>
<td>Elevation Determination – Commercial</td>
<td>$125.00 per unit</td>
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<td>Ordinance Review</td>
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<td>Ordinance Amendment Facilitation</td>
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<td>LOMR and LOMA Assistance</td>
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<tr>
<td>Consultation</td>
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</table>

Additional services are available upon request.
CITY OF CHOCTAW

STAFF REPORT

City Council

Meeting of: 2/4/2020

Amanda Valent
Prepared By

Kelly Marshall
Department Head

Police Department


City Clerk Approval

AGENDA TITLE: Approve Collection Services for the Choctaw Police Department by AMR effective March 1, 2020 and authorize the City Manager to sign.

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

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

General Report: The City currently has an agreement with American Municipal Services for collection services for the Choctaw Police Department. The City has sent written notice of termination per the agreement dated August 24, 2010 to terminate services.

The City wishes to utilize the services of AMR for collection services effective March 1, 2020.

Staff Comments:
City of Choctaw and Choctaw Utilities Authority
Regular Pre-Meeting of the City Council/Board of Trustees No. 02
January 21, 2020 @ 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; Kelly Marshall/Chief of Police; Amanda Valent/City
Clerk

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, Mayor
City of Choctaw
Regular City Council Meeting No. 02
January 21, 2020 @ 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; Kelly Marshall/Chief of Police; Amanda Valent/City
     Clerk

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.

     None.

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

5.1  5.1 Ordinance No. 809-2020, amending Chapter 9 to Part 8, Health and
Sanitation, of the Code of Ordinances of the City of Choctaw by amending
Sections §8-907; declaring repealer; providing for severability; and declaring an
emergency.

MOTION BY Dale Gill and SECOND BY Roger Malone to Ordinance No.
809-2020 as presented.
MOTION CARRIED:
6 Ayes: Birdsong, Abts, Malone, Krieske, Gill, Ross
1 Nays: Williams
0 Absent: None
0 Abstain: None

5.2 Approve an Emergency Clause for Ordinance No. 809-2020; 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 Jeannie Abts and SECOND BY Mike Birdsong to approve the Emergency Clause for Ordinance no. 809-2020.

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

5.3 Resolution No. 20-01, directing the filing and notification of the publication of the 2019 Supplement to the Choctaw City Code.

MOTION BY Steve Krieske and SECOND BY Jeannie Abts to approve Resolution No. 20-01 as presented.

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

5.4 Award the Bouse Sports Complex Parking Lot Project to Howard’s Excavating & Paving in the amount of $81,940.00.

MOTION BY Jeannie Abts and SECOND BY Steve Krieske to approve the award of the Bouse Sports Complex Parking Lot Project as presented.

MOTION CARRIED:
6 Ayes: Birdsong, Abts, Malone, Krieske, Gill, Ross
1 Nays: Williams
0 Absent: None
0 Abstain: None
5.5 Award the Choctaw Creek Park Parking Lot Project to Howard’s Excavating & Paving in the amount of $56,239.00.

MOTION BY Mike Birdsong and SECOND BY Roger Malone to approve the award of the Choctaw Creek Park Parking Lot Project as presented.

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

5.6 Award the Elmwood Cemetery Parking Lot Project to Howard’s Excavating & Paving in the amount of $49,995.00.

MOTION BY Dale Gill and SECOND BY Jeannie Abts to approve the award of the Elmwood Cemetery Parking Lot Project as presented.

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

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 01-07-20
6.2 Regular Meeting minutes for 01-07-20
6.3 Vouchers and Claims as approved by the City Manager:
   1. 01-09 Claims: $ 1,200.00
   2. 01-14 Claims: $ 14,597.28
6.4 Credit card payments in the amount of $4,848.86
6.5 Claims approved by the City Council in the amount of $29,031.93
6.6 Bi-weekly payroll in the amount of:
   1. 01-17 Payroll: $ 65,161.70
   2. 01-31 Payroll: $ 68,000.00
6.7 Bi-weekly Fire payroll in the amount of:
   1. 01-03 Holiday: $ 12,623.44
   2. 01-17 Payroll: $ 11,403.56
3. 01-31 Payroll: $15,000.00

6.8 Fire Department monthly report for December, 2019.
6.9 Police Department monthly report for December, 2019.

MOTION BY Steve Krieske and SECOND BY Jeannie Abts to approve the Consent Agenda as presented.

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

9. Adjournment:
Adjourned @ 7:06 pm.

CITY OF CHOCTAW, OK

Randy Ross, Mayor

ATTEST:

Amanda Valent, City Clerk
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<td>90-911-643000 - OTHER IMPROVEMENTS</td>
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<td>REQ02627</td>
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## Payroll Summary Register

**Choctaw, OK**  
1/31/2020 9:56:22 AM

### Payroll Summary

**Packet**  
PYPKT00738 - 2020-1-31 FIRE  
**Pay Period:** 1/20/2020 - 2/2/2020

### Employees Paid 98

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**Packet**  
PYPKT00742 - 2020-1-31 CUA  
**Pay Period:** 1/12/2020 - 1/25/2020

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**Packet**  
PYPKT00744 - 20-1-31 CITY  
**Pay Period:** 1/12/2020 - 1/25/2020

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<td>Total Taxes</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Net Pay</td>
<td>65,350.20</td>
<td></td>
<td></td>
<td>1,739.89</td>
</tr>
</tbody>
</table>