

CITY OF CHOCTAW

STAFF REPORT

City Council

Meeting of:

1/2/2025

Administration

Amanda Williams

Department

Prepared By

Stuart Drake

Department Head

AGENDA TITLE: Resolution No. 25-01, authorizing the release of funds received by the City of Choctaw and placed in the Stabilization Reserve Fund for the November 2024 Tornado Storm Debris Clean-Up Agreement between Arbor Masters and the City of Choctaw in an amount not to exceed \$45,000.00.

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

Report:

In accordance with Choctaw Municipal Code Section 2-178, funds deposited in the Stabilization Reserve Fund may be released for expenditures as deemed necessary by the City Council.

Resolution No. 25-01 will release an amount not to exceed \$45,000.00 for the agreement between Arbor Masters and the City of Choctaw for the November 2024 Tornado Storm Debris Clean-Up.

RESOLUTION NO. 25-01

**A RESOLUTION AUTHORIZING THE RELEASE OF FUNDS
RECEIVED BY THE CITY OF CHOCTAW AND PLACED IN THE
STABILIZATION RESERVE FUND**

WHEREAS, the City of Choctaw desires to release funds placed in the Stabilization Reserve Account for clean-up from the November 2024 Tornado.

WHEREAS, the expenditure of funds placed in the Reserve Account for clean-up from the November 2024 Tornado is a proper use and expenditure of Stabilization Reserve funds.

THEREFORE, BE IT RESOLVED by the City Council of the City of Choctaw as follows:

1. FUNDS received by the City of Choctaw are released from the Reserve Fund to be used for the November 2024 Storm Debris Clean-Up Agreement in an amount not to exceed \$45,000.00.
2. The City authorizes the Mayor or City Clerk to sign all necessary compliance, reports and all other documents related to the expenditure of funds.

This Resolution is approved in an open meeting of the City of Choctaw, Oklahoma, on the 2 day of January, 2025.

CITY OF CHOCTAW, OKLAHOMA

ATTEST:

Chad Allcox, Mayor

Amanda Williams, City Clerk

Approved as to Form:

Daniel McClure, City Attorney

CITY OF CHOCTAW

STAFF REPORT

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AGENDA TITLE: Budget Amendment in the amount of \$45,000.00 for FY 2024-2025.

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

Report:

This budget amendment for \$45,000.00 accounts for the following:

1. Revenue - \$45,000.00 - November 2024 Tornado Storm Debris Clean-Up
2. Expenditure - \$45,000.00 - November 2024 Tornado Storm Debris Clean-Up

AMENDED

City of Choctaw
Special City Council Meeting No. 01
January 2, 2025 @ 2:30pm
Choctaw City Hall, 2500 N Choctaw Road
Choctaw, Oklahoma 73020

All items on this agenda, including but not limited to any agenda item concerning the adoption of any ordinance, resolution, contract, agreement, or any other item of business, are subject to amendment, including additions and/or deletions. This rule will apply to every individual agenda item without providing this same amendment language with respect to each individual agenda item. Such amendments should be rationally related to the topic of the agenda item, or the governing body will be advised to continue the item. The governing body may adopt, approve, ratify, deny, defer, recommend, amend, strike, refer to committee or subcommittee, or continue any agenda item. When more information is needed to act on item, the governing body may refer to the matter to its city/trust manager, attorney or the recommending board, commission or committee.

1. **Call to Order.**
2. **Invocation and Pledge of Allegiance.**
3. **Roll Call.**
4. **Business Agenda:** The following items are hereby designated for discussion and consideration which requires individual action.

4.1 Discussion on the February 11, 2025 Sales Tax Election.
(Requested by City Council)

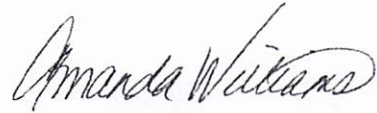
*** 4.2 Discussion, consideration and/or action on the approval of the November 2024 Storm Debris Removal Agreement between Arbor Masters and the City of Choctaw in the amount of \$45,000.00.
(Requested by Mayor, Chad Allcox)

4.2.1 Resolution 25-01, authorizing the release of funds received by the City of Choctaw and placed in the Stabilization Reserve Fund for the November 2024 Tornado Storm Debris Clean-Up Agreement between Arbor Masters and the City of Choctaw in an amount not to exceed \$45,000.00.
(Requested by Mayor, Chad Allcox)

4.2.2 Discussion, consideration and/or action on the Budget Amendment in the amount of \$45,000.00 for FY 2024-2025.
(Requested by Mayor, Chad Allcox)

5. **Adjournment:**

This agenda was posted in prominent public view at Choctaw City Hall on or prior to 5:00pm on December 30, 2024 in accordance with the Oklahoma Open Meeting Act.



Amanda Williams, City Clerk

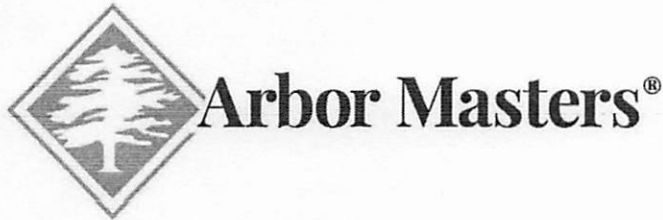
THE CITY OF CHOCTAW ENCOURAGES PARTICIPATION FROM ALL ITS CITIZENS. IF PARTICIPATION AT ANY PUBLIC MEETING IS NOT POSSIBLE DUE TO A DISABILITY, PLEASE NOTIFY THE CITY CLERK AT LEAST TWENTY-FOUR (24) HOURS PRIOR TO THE SCHEDULED MEETING SO THAT NECESSARY ACCOMMODATIONS CAN BE MADE. ACCESS TO RESTROOMS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

Need print out

***Addendum added 12/30/2024 @ 12:25 pm

2.1 - Discussion

- pictures of the looping (Visual)
- graph of Choctaw vs. MWC budget



Proposal #167627

Created: 12/13/2024

From: Justin Chavez

Proposal For

City of Choctaw

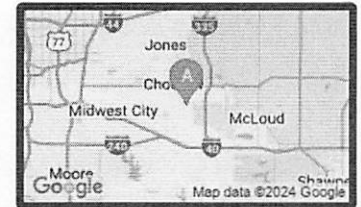
2500 N Choctaw Rd

P.O. Box 567

Choctaw, Ok 73020

Location

Choctaw, OK 73020



Sante Fe and Triple X RD Clean Up

Terms

Net 30

ACCEPT	ITEM DESCRIPTION	AMOUNT
<input type="checkbox"/>	1) Debris Removal/Haul Away <i>Optional</i> Option 1: All stacked curb debris shall be removed from site and taken to city of Choctaw location on NE 23rd st. (No dump fees). I will have approximately 3 trucks running and estimated time of completion is 2 to 3 weeks.	\$ 45,000.00
<input type="checkbox"/>	2) Debris Removal/Haul Away <i>Optional</i> Option 2: All stacked curb debris shall be removed from site and taken to the landfill on Bryant and I-40. This price includes dump fees that Arbor Masters will pay. Completion estimated time will be 5 to 6 weeks pending how fast we can get in and out of the landfill.	\$ 102,600.00

Client Notes

Thank you for the opportunity to help. The first option is calculated at 9 dollars per cubic yard. Mr. Drake Stuart estimates about 5000 cubic yards to be picked up. If it is more or less than expected, price will be adjusted per cubic yard. We will do our best to pack down as much as possible.

Option two is the same price but I added the dump fees for the land fill. If the city or county have been rates then Arbor Masters, I would be happy to use those rates instead of ours.

Please let me know if you have any questions. Thank you.

Please use the checkbox to mark items as accepted.



Proposal #167627

Created: 12/13/2024

From: Justin Chavez

All work will be completed in accordance with these plans unless subsequent changes are agreed upon in writing. Payment is due upon receipt.

Pricing is good for 30 days from the date of this Proposal.

Signature

x

Date:

Please sign here to accept the terms and conditions

Arbor Advisor

Justin Chavez

Office: 405-495-8746

Mobile: 405-618-8379

jchavez@arbormasters.com

TERMS AND CONDITIONS Thank you for choosing Arbor Masters! The following terms and conditions, together with the terms, prices, and specifications outlined on your estimate, proposal, and/or services agreement and Plant Health Care, if applicable for your state, constitute your entire agreement with Shawnee Mission Tree Service, Inc. DBA Arbor Masters and herein later referred to as "Arbor Masters".

PERFORMANCE BY ARBOR MASTERS Our Plant Health Care programs are designed to manage and not eradicate, insects, mites, and disease. Horticulturally tolerable levels of insects, mites, and disease may still be present after treatments. Epidemic infestations may require additional visits at additional cost to you, pending your approval. Each time we are on your property, an evaluation will be emailed indicating the service(s) performed and, if necessary, any additional recommendations and precautions to be observed. Remeasurement of your lawn, trees or shrubs may also be done if there is a discrepancy between the original estimate and the actual square footage or product(s) required. You will be notified of any price adjustments for future services. Work crews will arrive at the job site unannounced unless otherwise noted herein. Arbor Masters shall not be liable for damage or losses due to delays for weather or causes beyond our control, or for failure to observe precaution notices. By accepting this Agreement and engaging our services, you accept that every day during the Agreement's term is a day on which applications may be applied, and you are continuously on notice that Arbor Masters will perform applications on any day during the term of this Agreement if any other day becomes unnecessary or infeasible for performance (due to weather, scheduling conflicts, insect, mite and disease cycles) in which case you waive Arbor Masters' performance on such a day. Absent extraordinary circumstances, you request that Arbor Masters not further contact you concerning dates of application as such further contact would be a burden to you. You understand that, in connection with rendering our services to you, Arbor Masters may be required to bring trucks and other heavy equipment onto your driveway and other parts of your property. Arbor Masters operates under the assumption that any and all parts of your property onto which we must bring such equipment can sustain the presence, weight, and movement of that equipment, and you hereby hold Arbor Masters harmless for, and agree not to bring any claims against Arbor Masters as a result of, any damage or degradation to any part of your property that results from the presence on it of such equipment. You understand that certain work that Arbor Masters will render for you, such as dismantling large trees, will likely have a visible impact on your lawn and other parts of your property (e.g., divots, holes, sawdust, etc.). While we will do our best to minimize, mitigate, and repair any such impact, you hereby hold Arbor Masters harmless for, and agree not to bring any claims against Arbor Masters as a result of, any such impact on your property. You understand that after removal of stumps/roots that some shrubs/trees will continue to produce sprouts that may require multiple treatments, at additional cost to you, for control and that these treatments may result in damage to nearby plants/shrubs/trees and that you hereby hold Arbor Masters harmless for, and agree not to bring any claims against Arbor Masters as a result of, any damage to nearby plants/shrubs/trees. This Agreement may be terminated without penalty at any time by either party.

WORKMANSHIP All work is performed in a professional manner by experienced personnel outfitted with the appropriate tools and equipment to complete the job properly. Our work meets and exceeds the guidelines and standards set forth by ANSI (the American National Standards Institute) A300. Most work to be performed will be evaluated during an on-site inspection by an arborist who will submit an estimate, proposal, and/or services agreement for client approval. You are responsible for advising Arbor Masters regarding the location of underground utilities in the area where work is to be done. Arbor Masters shall not be responsible for damage to such utilities unless the location has been indicated prior to the commencement of work. Recommendations are intended to minimize or reduce hazardous conditions associated with trees. The owner or owner's representative is responsible for the annual scheduling of the required inspection of supplemental support systems. You have a duty to inspect your property within fifteen (15) calendar days of service and provide written notice within that time of alleged damage of any nature. If written notice is not provided within that time, you agree that any claims alleging damage of any nature and/or rights to withhold future payments under this Agreement are waived. Stump grinding will not take place on the day of tree removal. Typically, stumps will be ground within 4-7 days after removal, weather permitting.

NO WARRANTIES Except as expressly set forth in this agreement, no representations, warranties, or guarantees, express or implied, are intended with regard to products used or services performed.

INSURANCE Arbor Masters is insured for liability resulting from injury to persons or negligent damage to property, and all its employees are covered by Workers' Compensation Insurance. A certificate of insurance is available upon request.

OWNERSHIP By accepting this Agreement and engaging our services, you warrant that all trees, plant material and property on which work is to be performed are either owned by you or that permission for the work has been obtained from the owner by you. It is further agreed that the property owner or representative shall be responsible for obtaining any and all permits which may be required by local authorities. You hereby hold Arbor Masters harmless from all claims for damages resulting from your failure to obtain such permits.

TERMS OF PAYMENTS The total cost estimates within this Agreement are valid for 30 days unless otherwise noted. All invoices are payable upon receipt. A deposit of 50% may be required prior to the commencement of General Tree Care work. A finance charge at the maximum rate allowed under applicable state law will be added to invoices after 30 days. Your next treatment may not be performed if your account is past due. Past due balances void any guarantees. If outside assistance is used to collect the account, you are responsible for all costs associated with the collection including, but not limited to, reasonable attorneys' fees and court costs. Sales tax, if applicable, will be added to the amounts of this Agreement per your local and state tax jurisdiction. Should any terms of this Agreement be amended, subsequent payment for our services shall constitute your written acceptance thereof. By accepting this Agreement and engaging our services, you accept that the annual program total cost shall increase on January 1st of each year of this Agreement by the annual increase in the CPI (CPI-U) published on www.bls.gov for twelve months ending September 30 unless otherwise agreed, with a minimum annual increase of 1%. Further, you hereby acknowledge that you have received notice of and understand the total cost of Arbor Masters' services.

CONCEALED CONTINGENCIES You agree to pay Arbor Masters on a time and materials basis for any additional work required to complete the job occasioned by concrete or other foreign matter; stinging insect nests in the tree, trees, or branches; rock, pipe, or underground utilities encountered in excavations; and work not described within this Agreement, or any other condition not apparent in estimating the work specified.

STATE NOTIFICATION REQUIREMENTS Certain states require that specific product information be submitted to you. Such information will be provided to you in your proposal. Accepting your proposal waives any pre-notification requirement unless noted otherwise.

LIMIT OF LIABILITY Arbor Masters' total liability for any losses, damages, and expenses of any type whatsoever incurred by you or any of your guests, tenants, or invitees in connection with or resulting from Arbor Masters' services under this Agreement ("Losses"), which are caused by wrongful acts or omissions of Arbor Masters, shall be limited solely to proven direct and actual damages in an aggregate amount not to exceed the amounts actually paid to Arbor Masters hereunder. In no event will Arbor Masters be liable for special, indirect, incidental or consequential damages, irrespective of the form or cause of action, in contract, tort or otherwise, whether or not the possibility of such damages has been disclosed to Arbor Masters in advance or could have reasonably been foreseen by Arbor Masters.

ARBITRATION Any dispute, controversy or claim arising out of or relating to this Agreement or the breach thereof, the work performed by Arbor Masters for you, and/or any commission or omission by Arbor Masters, shall be submitted to and determined by arbitration before a single arbitrator pursuant to the Commercial Rules of the American Arbitration Association. The arbitration shall be held at the American Arbitration Association office closest to the site at which Arbor Masters performed the underlying services for you. The arbitration award shall be final and binding. Judgment on the award may be entered in any Court having competent jurisdiction thereof.

CUSTOMER SATISFACTION YOUR SATISFACTION IS IMPORTANT Should our service fall short of your expectations, please contact us immediately and we will do everything we can to make it right.