

**NOTICE OF REGULAR MEETING AGENDA  
OF THE BOARD OF TRUSTEES  
CUSHING MUNICIPAL AUTHORITY  
TUESDAY January 16, 2024  
7:00 PM CUSHING CITY HALL  
100 JUDY ADAMS BLVD.**

THE BOARD MAY DISCUSS, CONSIDER, AND VOTE ON ANY ITEM LISTED ON AGENDA IN ANY ORDER:

**1. Call to Order**

- a. Roll Call
- b. Declaration of Quorum

**2. Public Input and Unscheduled Personal Appearances**

Citizens wishing to participate in Public Input may do so by emailing their comments to [citymanager@cityofcushing.org](mailto:citymanager@cityofcushing.org) by 12:00 pm (noon) on January 16, 2024. Comments must include the citizen's full name and address (addresses will not be read aloud). Comments received by the deadline and meeting criteria will be read into the record. Comments will be limited to 3 minutes on agenda items only. The purpose of this agenda item is to provide an opportunity for citizens to comment on agenda items. Trustees do not engage in discussion under this agenda item, and staff members are directed not to, as well. If you seek discussion or inquiry, please contact a Trustee or the office of City Manager. Responses to citizens' comments, if any, will occur under the applicable agenda item or may be reserved for further responses by phone call, personal meeting, or a posting on the City's website.

**3. Consent Agenda**

- a. Approve claims and payroll totaling: \$1,376,586.88
- b. Approve minutes: December 18, 2023 (Regular)
- c. Approve budget amendment: Amend the FY 2023/2024 Capital Improvement Fund 252 Budget for Screen and Compactor Replacement at Sewer Plant.
- d. Authorize the purchase of diesel fuel for the Power Plant and expend up to \$25,000.00.
- e. Authorize the City Manager to issue a purchase order to Haynes Equipment Company in an amount up to \$260,000.00 for the purchase of bar screens and screw press for the Wastewater Treatment Plant, and to authorize payment.
- f. Authorize the City Manager to issue a purchase order to Howard Construction, Inc. in an amount up to \$40,000.00 for the installation of bar screens and screw press at the Wastewater Treatment Plant, and to authorize payment.
- g. Authorize the Chairman, Board of Trustees, to execute a Master Service Agreement (MSA) with Viapath Technologies to provide inmate telephone services at the Cimarron Correctional Facility.
- h. Recognize non-pay utility report for City operations and public facilities for 12/31/23 billing period.
- i. Recognize statement of cash and investments as of December 31, 2023.

**4. Items Removed from Consent Agenda**

**5. Resolutions**

- a. **RESOLUTION NO. 01-2024:** A resolution authorizing the Chairman, Board of Trustees, to execute an agreement with Wright Tree Services, Inc. in an amount not to exceed \$325,000.00 for tree trimming and removal services in the east and west areas, and to authorize payment in accordance with the contractor's bid schedule.

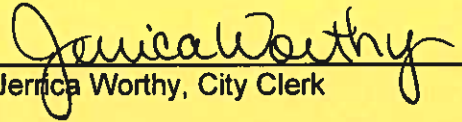
6. **Other New Business, if any, which has arisen since the posting of the Agenda and could not have been anticipated prior to the time of the posting (25 O.S. §311 (9)).**

7. **Adjournment**

Filed in the office of City Clerk and posted on the main lobby entrance door of City Hall at 10:52 AM on January 12, 2024.



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Terry Brannon, City Manager



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Jerrica Worthy, City Clerk

# DECEMBER 2023 PAYROLL

## CUSHING MUNICIPAL AUTHORITY

**\*\* DECEMBER 15, 2023 \*\***

REGULAR PAYROLL	\$111,829.87
<b>TOTAL</b>	<b><u>\$111,829.87</u></b>

**\*\* DECEMBER 29, 2023 \*\***

REGULAR PAYROLL	\$114,616.85
LONGEVITY	\$5,968.60
BUY BACK SICK	\$3,947.39
CMA HEALTH INSURANCE REIMBURSEMENT TO CITY	<u>\$74,844.64</u>
<b>TOTAL</b>	<b><u>\$199,377.48</u></b>

**TOTAL CMA PAYROLL FOR MONTH OF DECEMBER 2023**

**\$311,207.35**

## DECEMBER 2023 CLAIMS

### CUSHING MUNICIPAL AUTHORITY

OPERATING FUND (250)	\$538,457.65
OPERATING FUND (250) ADDED TO CLAIM:	\$0.00
POSTAGE FOR UTILITY BILLS (250)	\$1,230.48
CAPITAL IMPROVEMENT FUND (252)	\$525,691.40
FUND (252) ADDED TO CLAIMS	\$0.00
<hr/>	
<b>TOTAL</b>	<b>\$1,065,379.53</b>

PACKET : 22251 22252  
VENDOR SET: Mult  
FUND : 250 CMA OPERATING FUND  
DEPARTMENT: 00 CMA OPERATING FUND  
BUDGET TO USE: CB-CURRENT BUDGET

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
0000	OKLAHOMA DEPT OF COMMER	I-233	250-500-0896	DEBT SERVICE- CDBG-CUSHING CONTRACT	042986	520.83
			DEPARTMENT 00	CMA OPERATING FUND	TOTAL:	520.83

PACKET : 22251 22252  
 VENDOR SET: Mult  
 FUND : 250 CMA OPERATING FUND  
 DEPARTMENT: 01 BILLING & COLLECTION  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
000	QUILL CORPORATION					
		I-36096856	250-501-3440	OFFICE SUPPLI STAPLES, BATTERIES	042990	48.73
		I-36108525	250-501-3440	OFFICE SUPPLI RUBBER BANDS	042990	13.99
		I-36433377	250-501-3440	OFFICE SUPPLI PAPER, PENS, CARD GUIDES	042990	158.94
01-2512	PITNEY BOWES RESERVE AC					
		I-12/2023	250-501-3450	POSTAGE/FREIG POSTAGE	042987	2,000.00
01-2808	DELTA DENTAL OF OKLAHOM					
		I-1910773	250-501-1050	MEDICAL/LIFE BILLINGS & COLLECTIO	042968	316.76
01-4550	TELADOC HEALTH, INC.					
		I-3035572 CMA	250-501-1050	MEDICAL/LIFE BILLINGS & COLLECTIO	042995	30.15
01-5174	SUN LIFE					
		I-12/2023 CMA	250-501-1050	MEDICAL/LIFE BILLINGS & COLLECTIO	042994	48.03
DEPARTMENT 01 BILLING & COLLECTION					TOTAL:	2,616.60

PACKET: 22180 UTILITY BILLING POSTAGE  
 VENDOR SET: 01 CITY OF CUSHING  
 SEQUENCE : ALPHABETIC  
 DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----	ITM DATE	BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION
01-1246			U.S. POST OFFICE				
I-DEC BILLING 23	12/27/2023		U.S. POST OFFICE	1,230.48			
	2		DUE: 12/27/2023 DISC: 12/27/2023		1099: N		
			U.S. POST OFFICE		250 501-3450	POSTAGE/FREIGHT	1,230.48
			--- VENDOR TOTALS ---	1,230.48			
			--- PACKET TOTALS ---	1,230.48			

PACKET : 22251 22252  
 VENDOR SET: Mult  
 FUND : 250 CMA OPERATING FUND  
 DEPARTMENT: 02 GENERAL GOVERNMENT  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
0	CONTINGENT FUND					
		I-24062	250-502-3540	MISCELLANEOUS UTITLITY EASEMENT FILING	042962	20.00
01-0479	D & L PRINTING, LLC					
		I-5418	250-502-3440	OFFICE SUPPLI WINDOW ENVELOPES	042967	342.00
01-0540	QUILL CORPORATION					
		I-35844747	250-502-3540	MISCELLANEOUS SCANNER	042990	999.00
		I-35949874	250-502-3540	MISCELLANEOUS COMMAND STRIPS	042990	13.59
01-2368	DEREK GRIFFITH					
		I-12/2023	250-502-3540	MISCELLANEOUS RE-IM SAUSAGE ROLLS	042975	35.95
01-2663	VISA					
		I-102	250-502-3540	MISCELLANEOUS LUNCH MEETING	042998	54.35
		I-12/2023 GG	250-502-3341	EQUIPMENT PAR ADOBE PRO-DECEMBER 2023	042998	19.99
01-2840	AMERICAN DOCUMENT SHRED					
		I-136669	250-502-3440	OFFICE SUPPLI CONSOLE SHREDDING	042949	75.00
01-4324	MELISSA GAUNDER					
		I-12/2023	250-502-3540	MISCELLANEOUS REIMBURSEMENT FOR COOKIES	042972	14.53
01-4550	TELADOC HEALTH, INC.					
		I-3035572 CMA	250-502-1050	MEDICAL/LIFE GENERAL GOVT/RETIREE	042995	99.27
DEPARTMENT 02 GENERAL GOVERNMENT					TOTAL:	1,673.68



PACKET : 22251 22252  
 VENDOR SET: Mult  
 FUND : 250 CMA OPERATING FUND  
 DEPARTMENT: 03 I.T. ADMINISTRATOR  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
0	9 INTERWORKS, INC.	I-249264	250-503-3320	CONSULTING SE DECEMBER MAINT AGREEMENT	042978	2,800.00
		I-250082	250-503-3320	CONSULTING SE JANUARY MAINT AGREEMENT	042979	2,800.00
01-2808	DELTA DENTAL OF OKLAHOM	I-1910773	250-503-1050	MEDICAL/LIFE IT ADMIN	042968	44.70
01-4550	TELADOC HEALTH, INC.	I-3035572 CMA	250-503-1050	MEDICAL/LIFE IT ADMIN	042995	4.32
01-5174	SUN LIFE	I-12/2023 CMA	250-503-1050	MEDICAL/LIFE IT ADMIN	042994	6.78
DEPARTMENT 03 I.T. ADMINISTRATOR					TOTAL:	5,655.80

PACKET : 22251 22252  
 VENDOR SET: Mult  
 FUND : 250 CMA OPERATING FUND  
 DEPARTMENT: 04 ENGINEERING  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-2663	DEREK GRIFFITH	I-12/2023A	250-504-3302	AUTO ALLOWANC AUTO ALLOWANCE	042975	350.00
01-2663	VISA	I-200002884A	250-504-3491	TRAINING/TRAV BUDGET CONF-D. GRIFFITH	042998	95.00
01-2808	DELTA DENTAL OF OKLAHOM	I-1910773	250-504-1050	MEDICAL/LIFE ENGINEERING	042968	90.69
01-4418	AMAZON CAPITAL SERVICES	I-1WHJ-PC74-T7CK	250-504-3440	OFFICE SUPPLI PLANNER,BINDERS,CLIPS	042948	64.51
		I-1Y6H-JPX6-LFGM	250-504-3440	OFFICE SUPPLI PENS,BINDERS	042948	54.18
01-4550	TELADOC HEALTH, INC.	I-3035572 CMA	250-504-1050	MEDICAL/LIFE ENGINEERING	042995	8.64
01-5174	SUN LIFE	I-12/2023 CMA	250-504-1050	MEDICAL/LIFE ENGINEERING	042994	13.75
DEPARTMENT 04 ENGINEERING					TOTAL:	676.77

PACKET : 22251 22252  
 VENDOR SET: Mult  
 FUND : 250 CMA OPERATING FUND  
 DEPARTMENT: 05 ELECTRIC DISTRIBUTION  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0111	ARKANSAS ELECTRIC COOPE	I-03092692	250-505-3323	CONST/MAINT ( GENERAL PURPOSE PADDLES	042950	2,195.04
		I-31160111	250-505-3478	RIGHT OF WAY 50% PAYMENT ON AREA 1-C	042950	29,175.48
01-0111	SUMMIT UTILITIES OKLAHO	I-12/2023 ELECT DIST	250-505-3310	BUILDING MAIN ACCT#210100290434	042993	330.13
01-0135	JOHN DEERE FINANCIAL (A	I-B29611	250-505-3489	SYSTEM MAINTE CONCRETE MIX, KERF BLADE	042951	88.79
		I-B29860	250-505-3489	SYSTEM MAINTE CONCRETE MIX	042951	15.56
01-1099	STUART C IRBY CO	C-S013372121.002	250-505-3489	SYSTEM MAINTE CREDIT-FARGO COVERS GA900	042992	7,440.00-
		C-S013372121.004	250-505-3489	SYSTEM MAINTE CREDIT-FARGO COVERS GA900	042992	2,380.00-
		I-S013372121.001	250-505-3489	SYSTEM MAINTE FARGO COVERS GA90003GL	042992	7,440.00
		I-S013372121.003	250-505-3489	SYSTEM MAINTE FARGO COVERS GA90003GL	042992	2,380.00
		I-S013372121.005	250-505-3489	SYSTEM MAINTE FARGO COVERS GA90003GL	042992	3,720.00
01-2250	B & C BUSINESS PRODUCTS	I-0524966-001	250-505-3440	OFFICE SUPPLI SHIPPING METER/TESTING	042953	19.90
01-2663	VISA	I-12/2023 M. STARKS	250-505-3440	OFFICE SUPPLI SAFETY MANUAL	042998	33.00
01-2808	DELTA DENTAL OF OKLAHOM	I-1910773	250-505-1050	MEDICAL/LIFE ELEC DISTRIBUTION	042968	452.79
01-3704	BROKEN ARROW ELECTRIC S	I-S3145814.001	250-505-3458	POLE HDWR/ELE 90D GLV CLAMPS	042956	20.97
		I-S3146240.001	250-505-3483	STREET/SECURI SECURITY LIGHTS	042956	5,056.85
01-4418	AMAZON CAPITAL SERVICES	I-14NQ-1K31-RR3Y-A	250-505-3440	OFFICE SUPPLI MOUSE PAD & MOUSE	042948	69.96
		I-1FVC-L7HL-VPR6-D	250-505-3440	OFFICE SUPPLI TOWELS, TISSUE, PLANNER	042948	286.70
01-5050	TELADOC HEALTH, INC.	I-3035572 CMA	250-505-1050	MEDICAL/LIFE ELEC DISTRIBUTION	042995	43.19
01-4559	HARD HAT SAFETY AND GLO	I-IN-0067042	250-505-3500	UNIFORMS FR BIB OVERALLS, FR JACKET	042976	695.00
		I-IN-0067043	250-505-3500	UNIFORMS FR FULL ZIP SWEATSHIRT	042976	135.00
01-4760	CIMARRON VALLEY COMMUNI	I-6827	250-505-3460	PROMOTION AND DECEMBER SPORTS CLUB	042959	50.00
01-5174	SUN LIFE	I-12/2023 CMA	250-505-1050	MEDICAL/LIFE ELEC DISTRIBUTION	042994	68.65
DEPARTMENT 05 ELECTRIC DISTRIBUTION					TOTAL:	42,457.01

PACKET : 22251 22252  
 VENDOR SET: Mult  
 FUND : 250 CMA OPERATING FUND  
 DEPARTMENT: 06 ELECTRIC PRODUCTION  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
00004	FECHNER PUMP & SUPPLY I	I-1440371	250-506-3341	EQUIPMENT PAR SORBENT PAD, SWAGE NIPPLE	042971	464.15
01-0875	GRAND RIVER DAM AUTHORI	I-67,915	250-506-3369	GRDA (POWER P DECEMBER ELECTRIC BILL	042974	373,330.81
01-1293	WALMART	I-09173	250-506-3440	OFFICE SUPPLI COFFEE, CUTLERY, CUPS, SOAP	043000	93.71
01-2808	DELTA DENTAL OF OKLAHOM	I-1910773	250-506-1050	MEDICAL/LIFE POWER PLANT	042968	407.45
01-3704	BROKEN ARROW ELECTRIC S	I-S3141787.001	250-506-3341	EQUIPMENT PAR MULTI-TAP CONN	042956	66.22
		I-S3142675.001	250-506-3341	EQUIPMENT PAR MULTI-TAP CONN	042956	43.45
		I-S3144246.001	250-506-3341	EQUIPMENT PAR CORNER ANGLE, CABLE, TIES	042956	319.07
		I-S3144758.001	250-506-3341	EQUIPMENT PAR RECEPTACLES	042956	20.09
01-4068	LAYMANCE SERVICES LLC	I-6223	250-506-3322	CUSTODIAL SUP TOILET PAPER	042982	123.00
01-4550	TELADOC HEALTH, INC.	I-3035572 CMA	250-506-1050	MEDICAL/LIFE POWER PLANT	042995	38.87
01-4624	CATES SUPPLY, INC	I-577552	250-506-3341	EQUIPMENT PAR GUAGE, FLANGE, STUD BOLTS	042957	425.06
		I-580602	250-506-3345	EQUIPMENT/TOO SORBENT PAD, GUAGE, GASKET	042957	349.98
01-5169	BERENDSEN FLUID POWER	I-07771107	250-506-3341	EQUIPMENT PAR RECLAIMER FILTER	042954	80.17
01-5174	SUN LIFE	I-12/2023 CMA	250-506-1050	MEDICAL/LIFE POWER PLANT	042994	61.78
00001	CHROMALOX INC	I-1962431	250-506-3341	EQUIPMENT PAR OIL HEATER SYSTEM	042958	6,396.16
01-5218	KILLER FILTER, INC	I-67368	250-506-3341	EQUIPMENT PAR NUGENT FILTER REPLACEMENT	042980	2,066.34
DEPARTMENT 06 ELECTRIC PRODUCTION					TOTAL:	384,286.31

PACKET : 22251 22252  
 VENDOR SET: Mult  
 FUND : 250 CMA OPERATING FUND  
 DEPARTMENT: 07 WATER PRODUCTION  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
00007	ACCURATE ENVIRONMENTAL					
		I-FL13125	250-507-3412	LAB FEES/TEST TOTAL COLIFORM P/A	042945	120.00
		I-FL13129	250-507-3412	LAB FEES/TEST FLUORIDE	042945	35.00
		I-FL14102	250-507-3412	LAB FEES/TEST NITRATE	042945	35.00
		I-FL14104	250-507-3412	LAB FEES/TEST SODIUM	042945	35.00
		I-FL14105	250-507-3412	LAB FEES/TEST STAGE 2 ANALYSIS-DECEMBER	042945	920.00
		I-FL20154	250-507-3412	LAB FEES/TEST TOTAL COLIFORM P/A	042945	180.00
		I-SU37310	250-507-3413	LAB SUPPLIES CHLORINE,ACID,EDTA	042945	524.89
01-0874	GRAINGER INC					
		I-9943443029	250-507-3341	EQUIPMENT PAR CUPS, SOAP, TOWELS	042973	282.74
01-1037	HAYNES EQUIPMENT COMPAN					
		I-INV8129057	250-507-3328	CHEMICALS DIAPHRAGM FRONT PLATE	042977	70.20
01-1468	MOTION INDUSTRIES, INC.					
		I-OK01-00681775	250-507-3341	EQUIPMENT PAR WASHERS,OIL SEAL	042984	42.52
01-2808	DELTA DENTAL OF OKLAHOM					
		I-1910773	250-507-1050	MEDICAL/LIFE WATER TREATMENT PLAN	042968	181.37
01-4550	TELADOC HEALTH, INC.					
		I-3035572 CMA	250-507-1050	MEDICAL/LIFE WATER TREATMENT PLAN	042995	17.28
01-5174	SUN LIFE					
		I-12/2023 CMA	250-507-1050	MEDICAL/LIFE WATER PRODUCTION	042994	27.50
DEPARTMENT 07 WATER PRODUCTION					TOTAL:	2,471.50

PACKET : 22251 22252  
 VENDOR SET: Mult  
 FUND : 250 CMA OPERATING FUND  
 DEPARTMENT: 08 WATER MAINTENANCE  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-005	JOHN DEERE FINANCIAL (A)	I-B26749	250-508-3489	SYSTEMS MAINT BROOM, MOP HANDLE, WET MOP	042951	55.94
		I-B26763	250-508-3489	SYSTEMS MAINT BUCKET AND WRINGER	042951	98.99
		I-B26766	250-508-3489	SYSTEMS MAINT FUEL CAN REPLCMNT SPOUT	042951	78.95
		I-B27529	250-508-3489	SYSTEMS MAINT 9V BATTERIES	042951	5.99
		I-B29894	250-508-3489	SYSTEMS MAINT GLOVES, EXTENSION CORD	042951	137.93
		I-N35361	250-508-3489	SYSTEMS MAINT FUEL HACKZALL, CLEANER	042951	177.98
		I-N36224	250-508-3489	SYSTEMS MAINT TRASH CAN AND TRASH BAGS	042951	47.98
01-0464	CUSHING LUMBER COMPANY	I-258259	250-508-3489	SYSTEMS MAINT PLIERS, SAW BLADES	042966	88.97
01-0600	NAPA AUTO PARTS	I-929976	250-508-3489	SYSTEMS MAINT TRICO FORCE FRONT BEAM	042985	98.76
01-0804	FECHNER PUMP & SUPPLY I	I-1440263	250-508-3352	FITTINGS DUST MASK, SAFETY GLASSES	042971	9.54
01-1275	VASSAR WHOLESALE PLUMBI	I-145067	250-508-3352	FITTINGS CAPS	042997	14.28
		I-145100	250-508-3352	FITTINGS PEX FITTINGS	042997	103.41
01-1293	WALMART	I-07775	250-508-3489	SYSTEMS MAINT PAPER TOWELS	043000	57.54
01-2250	B & C BUSINESS PRODUCTS	I-0524791-001	250-508-3489	SYSTEMS MAINT INK CARTRIDGES	042953	172.05
01-2808	DELTA DENTAL OF OKLAHOM	I-1910773	250-508-1050	MEDICAL/LIFE WATER MAINTENANCE	042968	226.72
01-4550	TELADOC HEALTH, INC.	I-3035572 CMA	250-508-1050	MEDICAL/LIFE WATER MAINTENANCE	042995	21.60
01-003	CLEAN UNIFORM COMPANY	I-12/2023 CMA	250-508-3500	UNIFORMS UNIFORMS	042961	69.29
01-5105	M&M ENERGY SUPPLY COMPA	I-0015-019731	250-508-3352	FITTINGS SPRAY ON PAINT	042983	150.96
01-5174	SUN LIFE	I-12/2023 CMA	250-508-1050	MEDICAL/LIFE WATER MAINTENANCE	042994	34.37
DEPARTMENT 08 WATER MAINTENANCE					TOTAL:	1,651.25

PACKET : 22251 22252  
 VENDOR SET: Mult  
 FUND : 250 CMA OPERATING FUND  
 DEPARTMENT: 09 SEWER PLANT  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
7	ACCURATE ENVIRONMENTAL					
		I-FL06049	250-509-3344	ENGINEERING AMMONIA, BOD5	042945	165.00
		I-FL12032	250-509-3344	ENGINEERING AMMONIA, BOD5	042945	165.00
		I-FL19058	250-509-3344	ENGINEERING AMMONIA, BOD5	042945	165.00
		I-FL27013	250-509-3344	ENGINEERING AMMONIA, BOD5	042945	165.00
01-0141	AUTOMATIC ENGINEER INC.					
		I-5581025	250-509-3475	SLUDGE MANAGE BLOWER REPAIR	042952	1,649.50
01-0411	CONTINGENT FUND					
		I-24061	250-509-3491	TRAVEL/TRAINI TRAVEL REIMBURSEMENT	042962	56.71
01-0874	GRAINGER INC					
		I-9931861778	250-509-3475	SLUDGE MANAGE PH BUFFER SOLUTION	042973	96.18
		I-9943984477	250-509-3475	SLUDGE MANAGE PH BUFFER SOLUTION	042973	442.61
01-1134	KINNUNEN SALES & RENTAL					
		I-92590	250-509-3341	EQUIPMENT PAR CHAINSAW REPAIR	042981	123.15
01-1293	WALMART					
		I-07357	250-509-3540	MISCELLANEOUS BOUNTY, HT PLUG	043000	35.28
		I-09225	250-509-3540	MISCELLANEOUS BOUNTY, DE-ICER, WATER	043000	67.53
01-2086	USABLUEBOOK					
		I-INV00209809	250-509-3328	CHEMICALS SULFURIC ACID/WINKLER	042996	13.60
01-2808	DELTA DENTAL OF OKLAHOM					
		I-1910773	250-509-1050	MEDICAL/LIFE SEWER PLANT	042968	181.37
01-3704	BROKEN ARROW ELECTRIC S					
		I-S3149339.001	250-509-3489	SYSTEM MAINTE RELAYS FOR VFD	042956	115.26
01-4550	TELADOC HEALTH, INC.					
		I-3035572 CMA	250-509-1050	MEDICAL/LIFE SEWER PLANT	042995	17.28
01-457	COVE ENVIRONMENTAL, LLC					
		I-39-6-23	250-509-3344	ENGINEERING 3 OF 3 C.DUBIA RETEST FEE	042964	675.00
		I-39-7-23	250-509-3344	ENGINEERING QTRLY TOXICITY TEST FEE	042964	1,500.00
01-4616	WALLS MECHANICAL LLC					
		I-12/2023	250-509-3489	SYSTEM MAINTE AC SERVICE IN ELECTRIC RM	042999	130.00
01-5174	SUN LIFE					
		I-12/2023 CMA	250-509-1050	MEDICAL/LIFE SEWER PLANT	042994	27.50
DEPARTMENT 09 SEWER PLANT					TOTAL:	5,790.97

PACKET : 22251 22252  
VENDOR SET: Mult  
FUND : 250 CMA OPERATING FUND  
DEPARTMENT: 10 SEWER MAINTENANCE  
BUDGET TO USE: CB-CURRENT BUDGET

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
00008	DELTA DENTAL OF OKLAHOM	I-1910773	250-510-1050	MEDICAL/LIFE SEWER MAINTENANCE	042968	272.06
01-4550	TELADOC HEALTH, INC.	I-3035572 CMA	250-510-1050	MEDICAL/LIFE SEWER MAINTENANCE	042995	25.92
01-5174	SUN LIFE	I-12/2023 CMA	250-510-1050	MEDICAL/LIFE SEWER MAINTENANCE	042994	41.25
DEPARTMENT 10 SEWER MAINTENANCE					TOTAL:	339.23



PACKET : 22251 22252  
 VENDOR SET: Mult  
 FUND : 250 CMA OPERATING FUND  
 DEPARTMENT: 11 REFUSE  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
05	REPUBLIC SERVICES #789	I-789000406693	250-511-3320	CONTRACTUAL DECEMBER 2023 SERVICES	042991	90,317.70
					DEPARTMENT 11 REFUSE	TOTAL: 90,317.70
					FUND 250 CMA OPERATING FUND	TOTAL: 538,457.65

PACKET : 22251 22252  
 VENDOR SET: Mult  
 FUND : 252 CMA-CAPITAL IMPROVEMENT  
 DEPARTMENT: 00 CMA-CAPITAL IMPROVEMENT  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0155	ALLGEIER, MARTIN & ASSO	I-CMA6021003-1123	252-500-5555	HARMONY SUBST HARMONY RELAY & 69 LINE	042947	7,568.92
01-0141	AUTOMATIC ENGINEER INC.	I-5581177	252-500-5523	MOTIVE PLANT MOTIVE PUMP INSTALL/ALIGN	042952	6,636.00
01-2293	FARABEE MECHANICAL INC	I-10302023-01	252-500-5520	PWR PLT ENGIN REPAIRS FOR UNIT 7	042969	79,641.65
		I-12132023-02	252-500-5520	PWR PLT ENGIN REPAIRS FOR UNIT 8	042970	79,641.65
01-3505	PROFESSIONAL ENGINEERIN	I-531119	252-500-5559	COPPER/LEAD I LEAD SVC LINE INVENTORY	042988	1,760.00
		I-531120	252-500-5559	COPPER/LEAD I GRAPHIC INFO SYSTEM(GIS)	042989	1,702.00
01-4523	CROSSROADS SURVEY COMPA	I-2899	252-500-5555	HARMONY SUBST EASEMENT SURVEY	042965	1,100.00
01-4881	COOPER MACHINERY SERVIC	I-PAYMENT #4	252-500-5519	ENGINE 10 REP UNIT #10 REBUILD	042963	191,594.93
01-5165	BORDER STATES INDUSTRIE	I-927584993	252-500-5555	HARMONY SUBST 477-HAWK-26/7	042955	107,410.00
01-5170	AIR COMPRESSOR SUPPLY,	I-1-016966	252-500-5554	AIR COMPRESSO NEW COMPRESSOR & DRYER	042946	28,250.60
		I-1-017027	252-500-5554	AIR COMPRESSO NEW COMPRESSOR & DRYER	042946	10,415.65
01-5225	CITY TRANSFORMER SERVIC	I-CUS-370-23	252-500-5555	HARMONY SUBST SUB TRANSFORMER TESTING	042960	9,970.00
					DEPARTMENT 00 CMA-CAPITAL IMPROVEMENT TOTAL:	525,691.40
					FUND 252 CMA-CAPITAL IMPROVEMENT TOTAL:	525,691.40
					REPORT GRAND TOTAL:	1,150,016.63

**IN ACCORDANCE WITH THE OKLAHOMA OPEN MEETING LAW, THE AGENDA  
WAS POSTED DECEMBER 15, 2023, AT 10:07 A.M. AT THE CUSHING CITY HALL,  
100 JUDY ADAMS BOULEVARD, CUSHING, OKLAHOMA**

**MINUTES OF REGULAR MEETING  
CUSHING MUNICIPAL AUTHORITY  
HELD AT 100 JUDY ADAMS BLVD.  
DECEMBER 18, 2023  
7:00 P.M.**

**THE BOARD MAY DISCUSS, CONSIDER, AND VOTE ON ANY ITEM LISTED ON AGENDA  
IN ANY ORDER:**

- 1. Call to Order**
  - a. Roll Call**
  - b. Declaration of Quorum**

The Regular Meeting of the Cushing Municipal Authority was called to order on December 18, 2023, by Chairman Lofton.

PRESENT: ROBERSON, BRANYAN, DOWELL, ORTON, LOFTON  
ABSENT: NONE

- 2. Public Input and Unscheduled Personal Appearances**

Citizens wishing to participate in Public Input may do so by emailing their comments to [citymanager@cityofcushing.org](mailto:citymanager@cityofcushing.org) by 12:00 pm (noon) on December 18, 2023. Comments must include the citizen's full name and address (addresses will not be read aloud). Comments received by the deadline and meeting criteria will be read into the record. Comments will be limited to 3 minutes on agenda items only. The purpose of this agenda item is to provide an opportunity for citizens to comment on agenda items. Trustees do not engage in discussion under this agenda item, and staff members are directed not to, as well. If you seek discussion or inquiry, please contact a Trustee or the office of City Manager. Responses to citizens' comments, if any, will occur under the applicable agenda item or may be reserved for further responses by phone call, personal meeting, or a posting on the City's website.

- 3. Consent Agenda**

- a. Approve claims and payroll totaling: \$1,162,161.41**
- b. Approve minutes: November 20, 2023 (Regular)**
- c. Authorize the purchase of diesel fuel for the Power Plant and expend up to \$25,000.00.**
- d. Authorize the City Manager to issue a purchase order to Fleet Fuels in an amount up to \$25,000.00 for the purchase of engine oil for Engine #10 at the Power Plant, and to authorize payment.**
- e. Approve request for special assistance on refuse carry-out at 2001 North Kings Highway.**
- f. Authorize the City Manager to enter into a contract with Coates Field Service, Inc. in an amount up to \$9,250.00 for all work associated with the acquisition of easements for the 69 kV under build to the Harmony Substation, and to authorize payment.**
- g. Authorize the City Manager to issue a purchase order to Myer Pump and Supply in the amount of \$13,280.20 for the replacement of the motor and pump for water well #1, and to authorize payment.**

- h. Recognize non-pay utility report for City operations and public facilities for 11/30/23 billing period.**
- i. Recognize statement of cash and investments as of November 30, 2023.**

MOTION: A MOTION WAS MADE BY TRUSTEE DOWELL TO APPROVE THE CONSENT AGENDA AS PRESENTED. THE MOTION WAS SECONDED BY TRUSTEE ROBERSON AND RESULTED IN THE FOLLOWING ROLL CALL VOTE.

AYES: ROBERSON, BRANYAN, DOWELL, ORTON, LOFTON  
NAYS: NONE

**4. Items Removed from Consent Agenda**

**5. Resolutions**

- a. RESOLUTION NO. 18-2023: A resolution establishing and modifying a domestic violence utility deposit waiver policy; defining programs operated by federally recognized tribes as certifying agencies; establishing qualifications for said waiver; declaring an emergency; and establishing an effective date.**

MOTION: A MOTION WAS MADE BY TRUSTEE ROBERSON TO APPROVE RESOLUTION NO. 18-2023 AS PRESENTED. THE MOTION WAS SECONDED BY TRUSTEE DOWELL AND RESULTED IN THE FOLLOWING ROLL CALL VOTE.

AYES: ROBERSON, BRANYAN, DOWELL, ORTON, LOFTON  
NAYS: NONE

- 6. Other New Business, if any, which has arisen since the posting of the Agenda and could not have been anticipated prior to the time of the posting (25 O.S. §311 (9)).**

**7. Adjournment**

MOTION: A MOTION WAS MADE BY TRUSTEE ROBERSON TO ADJOURN THE DECEMBER 18, 2023, REGULAR MEETING OF THE CUSHING MUNICIPAL AUTHORITY AT 8:52 P.M. THE MOTION WAS SECONDED BY VICE-CHAIRMAN ORTON AND RESULTED IN THE FOLLOWING ROLL CALL VOTE.

AYES: ROBERSON, BRANYAN, DOWELL, ORTON, LOFTON  
NAYS: NONE

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RICKY LOFTON, CHAIRMAN  
CUSHING MUNICIPAL AUTHORITY

( S E A L )

ATTEST:

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JERRICA WORTHY, SECRETARY

**TO THE HONORABLE CHAIRMAN AND TRUSTEES OF THE CUSHING MUNICIPAL AUTHORITY**

**Date of Meeting:** January 16, 2024

**Agenda Item No:** 3C

**Subject:** Amend FY 23/24 Capital Improvement Fund 252 Budget for Screen and Compactor Replacement at Sewer Plant

**Staff Resources:** Jerrica Worthy, Finance Director

**I. Summary**

Staff is requesting amendment of the Capital Improvement Fund (Fund 252) Budget to properly appropriate the budgetary funds to cover the proposed screen and compactor replacements at the Sewer Plant. Per the agenda item sheet outlining the proposed screen and compactor replacement, the total proposed cost (with 20% contingency) is \$300,000. There is an existing budgetary line item for the initial project which was "barscreen repair". The original budget was \$53,000. Repair was not feasible after initial attempt, so Staff has requested screen and compactor replacement. Staff proposes the following budget amendment which includes an approximate 20% contingency expense.

**II. Fiscal Impact**

Account 252-500-5561: BARSCREEN #1 REPAIR

Original Budget: \$53,000

Amended Budget: \$300,000

\*Increase budget by \$247,000

**III. Recommended Action**

Suggested Motion: Motion to approve budget amendment as part of the consent agenda.

**TO THE HONORABLE CHAIRMAN AND MEMBERS OF THE CITY COMMISSION / TRUSTEES OF  
THE CUSHING MUNICIPAL AUTHORITY / TRUSTEES OF THE CUSHING HOSPITAL AUTHORITY**

**Date of Meeting:** January 16<sup>th</sup>, 2024

**Agenda Item No:** 3E + 3F

**Subject: Rotoscreen and Screw Compactor Replacement  
Wastewater Treatment Plant**

**Staff Resources:** Terry Brannon, City Manager  
Derek Griffith, Assistant City Manager  
Tim Ervin, WWTP Superintendent

**I. Summary**

The rotoscreen is the first step in our wastewater treatment process. This equipment traps and removes most large debris that comes into the plant. The plant currently has two of these screens for redundancy as required by DEQ. One screen has been damaged and unavailable since July 2022, the second screen has been continuously running since this time. Attempts to repair the damaged screen have repeatedly been delayed and failed. In addition, this equipment has surpassed its 20-year life expectancy. Due to the advanced age of the rotoscreens, and the concern for the failure of the 2<sup>nd</sup> screen, staff requests funds to replace two rotoscreen units, the compatible screw compactor and installation. Haynes Equipment provides a direct replacement for the existing screens as the original manufacturer and Howard Construction is a recommended installer for them.

The total project cost is \$254,806.00. Staff would like to request a contingency for unforeseen issues that may arise for an action that would total \$300,000.00.

<b>PROVIDER</b>	<b>PROJECTED COST</b>
<b>Haynes Equipment Co.</b>	<b>\$218,806.00</b>
<b>Howard Construction</b>	<b>\$36,000.00</b>

**II. Fiscal Impact:**

This project was included in the FY 23/24 Capital Projects Plan but is currently underfunded as it was only to address repairs to the equipment. This action will require a budget amendment to allocate adequate funding to complete the project. Mrs. Worthy has prepared an accompanying amendment to account for the needed additional funding.

**III. Recommended Action:**

Authorize the City Manager to issue a purchase order to Haynes Equipment Co. in an amount up to \$260,000.00 for the purchase of bar screens and screw press for the wastewater treatment plant, and to authorize payment.

Authorize the City Manager to issue a purchase order to Howard Construction, Inc. in an amount up to \$40,000.00 for the installation of bar screens and screw press at the wastewater treatment plant, and to authorize payment.



**HOWARD CONSTRUCTION, INC.**  
**P.O. Box 1685, Ardmore, OK 73402**  
**402 I Street NW, Ardmore, OK 73401**  
**"SINCE 1967"**  
**(580) 226-4700 Fax (580) 798-5077**

December 22, 2023

Cushing WWTP  
2701 W Eseco Rd  
Cushing, OK 74023

Attn: Tim Ervin

RE: ROTOSCREEN INSTALLATION

Dear Tim,

The following is our proposal for the removal of both outdated Rotoscreens and auger, and installation of two MevaScreen RS Fine Screens and Nordic Screw Wash Press at the Cushing Wastewater Treatment Plant. HCI includes all labor, materials, equipment, General Liability insurance and Workers Compensation insurance with limits per state requirements.

**SCOPE:**

- Customer provides an electrician to disconnect the north screen and auger.
- HCI will remove the equipment to leave with the customer.
- HCI will then install the new MevaScreen and screw press provided by the City of Cushing.
- Customer provides an electrician to wire up the new screen and press, HCI will assist Haynes Equipment with Start-up if needed.
- After the north screen is up and running, we will repeat the process for the south screen.
- HCI will provide a telescopic handler for the removal and installation, and any miscellaneous materials required for the installation.

**PRICE:** Thirty-Six Thousand Dollars (\$36,000.00)

**EXCLUSIONS:**

- Purchased equipment from Haynes provided by the City of Cushing.
- Price does not include bypass pumping.



Should you have any questions or need additional information, please contact me at 580-504-9770 or [clayton@howardconstruct.com](mailto:clayton@howardconstruct.com).

Thanks!

# Haynes Equipment Co.

Equipment for New and Used Water  
 121 N.W. 132nd Street  
 Oklahoma City, OK 73114  
 Phone 405-755-1357 Fax 405-755-6493

# Proposal

Date: January 10, 2024

To: **Tim Ervin**  
**City of Cushing - WWTP**  
 PO Box 311, 2701 E Esco Road  
 Cushing, OK 74023

Re: Cushing WWTP - Screen and Compactor Replacement

P: 918-225-4634  
[cushingwwtp@cityofcushing.org](mailto:cushingwwtp@cityofcushing.org)

ITEM NUMBER	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1		<b>Replacement Screens</b>		
	2	Sulzer/Nordic Water, Replacement Screen Like-in-Kind, Freight	\$81,707.00	\$163,414.00
2		<b>Replacement Screw Wash Press</b>		
	1	Sulzer/Nordic Water, Replacement Screw Wash Press, Like-in-Kind, Freight	\$50,409.00	\$50,409.00
		SubTotal		\$213,823.00
3		<b>Expedited Freight</b>		
	Lot	Freight charge to decrease the quoted lead time from 16 - 20 Weeks from Order Acceptance to 14 - 16 Weeks from Order Acceptance. Included in Total. Remove/Deduct this amount if standard freight model is desired.	\$4,983.00	\$4,983.00
4		<b>Replacement Parts - Credit</b>		
	Lot	Purchased Parts Credit - <i>Invoice will not be sent, as a credit toward the purchase of new equipment.</i>		(\$29,624.00)
5		<b>Replacement Parts Installation Labor - Credit</b>		
	Lot	Purchased Labor Credit - <i>Invoice will not be sent, as a credit toward the purchase of new equipment.</i>		(\$23,000.00)
		<b>Not Included:</b> Installation, Anchors, Grout, Equipment Rental, Offloading, Control Panel(s), Anything else not specifically listed.		
		<b>Price Includes:</b> Freight, Startup, Equipment as Noted Expedited Estimated Delivery: 14 - 16 Weeks		
		Any applicable taxes are not included. Terms are Net 30.		
		<b>Proposal Valid through 1/17/2024</b>		
			SUBTOTAL	\$218,806.00
			SALES TAX 0.00%	\$0.00
Tony Moraska, Customer Service			SHIPPING & HANDLING	\$0.00
			<b>TOTAL</b>	<b>\$218,806.00</b>

If you have any questions concerning this quote, please contact Tony Moraska@ 405-755-1357.  
 THANK YOU FOR YOUR BUSINESS!

The City of  
**Cushing** | Agenda Item Cover Sheet  
OKLAHOMA

TO THE HONORABLE CHAIRMAN AND MEMBERS OF THE CITY COMMISSION / TRUSTEES OF  
THE CUSHING MUNICIPAL AUTHORITY / TRUSTEES OF THE CUSHING HOSPITAL AUTHORITY

**Date of Meeting:** January 16, 2024

**Agenda Item No:** 36

**Subject:** Inmate telephone service agreement between Viapath Technologies and the Cushing Municipal Authority

**Staff Resources:** Terry Brannon, City Manager  
Jonathan Huseman, City Attorney

### **I. Summary**

The Cushing Municipal Authority previously had an agreement with Global Tel\*Link whose name has now changed to Viapath Technologies. New inmate telephone rates were changed in 2021 by the Federal Communications Commission (FCC) and are applicable still today following the execution of an agreement then with Global Tel\*Link Corporation. Execution of this Master Service Agreement (MSA) is merely a formality given the name change.

### **II. Fiscal Impact**

There will not be a negative budget impact since the terms of our agreement and commission rate will not change.

### **III. Recommended Action**

Authorize the Chairman of the Board of Trustees to execute a Master Service Agreement (MSA) with Viapath Technologies to provide inmate telephone services at the Cimarron Correctional Facility.

**MASTER SERVICES AGREEMENT**

This Master Services Agreement (“Agreement”) is made by and between Global Tel\*Link Corporation d/b/a ViaPath Technologies (“Company”) on behalf of itself and its subsidiaries and Affiliates (as defined in the attached Terms and Conditions), and the Cushing Municipal Authority, acting by and through the a public trust of the State of Oklahoma, with an address of 100 Judy Adams Boulevard , Cushing, Oklahoma 74023 (the “Premises Provider”) (Company and Premises Provider collectively, the “Parties” and each a “Party”). This Agreement is binding upon execution of the named Parties as of the last date signed by the Parties (“Effective Date”).

1. **Services.** This Agreement applies to the supply, installation, management, operation, and maintenance of equipment and services at Premises Provider locations, whether existing, newly installed, or renovated (“Facilities”) as listed and described in each of the attached Service Schedules (collectively, the “Services”). Each Service listed in the Service Schedules contains specific terms and conditions which shall be incorporated by reference into this Agreement. The Service Schedules indicated below are incorporated into this Agreement:  
Inmate Telephone Service
2. **Service Schedules.** Any Company Affiliate may provide services in its own name under a Service Schedule which shall then be considered a separate, but associated, contract incorporating this Agreement and the attached Terms and Conditions; provided, however, that Company is responsible for its Affiliates’ performance pursuant to the applicable Service Schedule. The Company Affiliate listed in a Service Schedule is only responsible for the performance of the Services set forth in that Service Schedule.
3. **Term.** This Agreement shall be in effect for five (5) years, commencing from the Effective Date (“Term”). Unless either Party notifies the other in writing of its intention not to renew this Agreement at least sixty (60) days from the end of the original or any renewal term, this Agreement shall automatically renew for additional (1) year terms (each a “Renewal Term”).
4. **Entire Agreement.** This Agreement consists of the attached Terms and Conditions, all Service Schedules appended hereto, and the Company’s international, interstate, and intrastate tariffs and published rates, terms, and conditions (collectively, “Tariffs”) that may govern the Services, which are incorporated by reference into the Agreement. This Agreement constitutes the entire agreement between Premises Provider and the Company and supersedes all other agreements between the Parties pertaining to the subject matter hereof. Company may modify the Tariffs and/or required website disclosures from time to time, and any modification will be binding on the Parties upon the effective date of such revision. If a conflict arises, the order of precedence is: (i) Tariffs and or website disclosures to the extent they are required to take precedence by law; and (ii) this Agreement. In the event of a conflict or inconsistency between the terms set forth in the Agreement including the Terms and Conditions and a Service Schedule, the terms of the Service Schedule shall control.
5. **Notices.**  
Any notice, demand, request, approval or other communication (a “notice”) which, under the terms of this Agreement or by law, must or may be given by either Party, must be in writing and delivered personally or by a recognized commercial overnight mail carrier to a Party at the address provided below. Notices, including notice of change of contact information, are effective upon delivery.

**Global Tel\*Link Corporation d/b/a  
ViaPath Technologies  
Attention: Legal Department**

**Cushing Municipal  
Authority  
Attention: City Manager**

3120 Fairview Park Dr, Suite 300  
Falls Church VA 22042

100 Judy Adams Boulevard  
Cushing Oklahoma 74023

Phone: (703) 955-3911

Phone: 9182252934

Email: [citymanager@cityofcushing.org](mailto:citymanager@cityofcushing.org)

6. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original, and all of which shall be one and the same contract. Original signatures transmitted by facsimile or electronic mail shall be effective to create such counterparts. Each person whose signature appears below warrants and represents that they have the requisite authority to execute this Agreement on behalf of the Party for which they are signing.

**IN WITNESS WHEREOF**, the foregoing Agreement has been executed by the Parties hereto, as of the latest date listed below.

**Global Tel\*Link Corporation d/b/a ViaPath  
Technologies**

**Cushing Municipal Authority**

By:	_____	By:	_____
Name:	Eileen Tobin	Name:	_____
Title:	Director, Contracts	Title:	_____
Date:	_____	Date:	_____

## Terms and Conditions

The following Terms and Conditions shall apply to the provision and use of Services provided by the Company pursuant to this Agreement.

1. **Title.** Except as specifically indicated in a Service Schedule, title to all equipment provided under this Agreement ("Equipment") shall be and shall at all times remain with the Company. Except as specifically indicated in a Service Schedule, all software, documentation, and other intellectual property (collective the "IP") supplied or made available through this Agreement is being provided on a term license only, as long as this Agreement is in effect, and shall not constitute a sale of that IP. Nothing in this Agreement or through Company's performance hereunder shall constitute a transfer of right, title, or interest in or to the IP, which are retained by Company and its licensors.

During the term of this Agreement, Company grants Premises Provider a non-exclusive, non-transferable, license to use the IP solely for accessing the Services supplied by Company in the manner contemplated by this Agreement. Premises Provider shall not: (a) make available or distribute all or part of the IP to any third party by assignment, sublicense or by any other means; (b) copy, adapt, reverse engineer, decompile, disassemble, or modify, in whole or in part, any of the IP; or (c) use the IP to operate in or as a time-sharing, outsourcing, or service bureau environment, or in any way allow third party access to the IP. The use of software is supplied in object code only, and nothing herein shall be construed as granting any license whatsoever to the underlying source code that is used to generate the software, or creating an implied license in any IP.

2. **Relocation.** Equipment shall not be disconnected or moved by Premises Provider from the location in which it is installed. By written agreement of the Parties, installed Equipment may be relocated by the Company.

3. **Further Assurances.** During the Term of this Agreement, including any Renewal Term(s) and extensions, Premises Provider agrees:

(a) To reasonably protect the Equipment against willful abuse and promptly report any damage, Services failure or hazardous conditions to the Company. Premises Provider shall not, and shall not allow any third party to, tamper with or otherwise modify the Services or equipment supplied by Company under this Agreement or associated software, or connect the equipment or Services or associated software to any hardware or software that is not provided by Company.

(b) To provide, at its expense, necessary power and power source, and provide suitable space, accessible to the users.

(c) To permit reasonable access to its respective Facilities without charge or prejudice to Company employees or representatives, patrons, or consignees, including permit Company authorized personnel access to the equipment, information, data, data communication services, and communication lines required for the installation, operation, and/or maintenance of the Services contemplated herein at such times and for such purposes as reasonably necessary or appropriate to permit Company to perform its obligations.

(d) To not allow any products or services that compete with those supplied by Company during the term of the Agreement to be, or to remain, installed at any Premises Provider Facilities, including present and future Premises Provider locations. Company will have the exclusive right to provide the Services at Premises Provider Facilities under this Agreement, which includes all Services set forth in the attached Service Schedules, and those other inmate communication, educational, or entertainment products and services sought by Premises Provider during the term of the Agreement that can be delivered through the Equipment or Services, whether the products or services are for inmates located at Premises Provider facilities or at third-party facilities, provided, however, that the Company may elect to not exercise this exclusive right.

(e) To provide Company with the exclusive right to provide Premises Provider the Services under this Agreement for the period after its termination if Company matches the material financial and service terms and conditions of a bona fide offer of any third party to provide the Services, or any portion thereof, that Premises Provider is prepared to accept ("Third-Party Offer"). Premises Provider shall provide Company with the terms of such Third-Party Offer in writing and no less than ten (10) business days for the Company to exercise its rights under this Section. Upon exercise of this right by Company, this Agreement shall renew with the modified financial and service terms and conditions for the term contemplated in the Third-Party Offer ("Extended Term").

4. **Confidentiality.** From the date this Agreement is signed by both parties until three (3) years after the expiration or earlier termination of the Agreement, the Parties shall keep confidential the terms of this Agreement and of the response of Company to any solicitation that led to this Agreement. Each party shall also keep confidential any information it learns about the other's business or operations during its performance under this Agreement. The Parties may make disclosures to employees, shareholders, agents, attorneys and accountants (collectively, "Agents") as required to perform their obligations hereunder, or in connection with

a merger or the sale of all or substantially all assets of a Party, provided, however, that the Parties shall cause all Agents and third parties to honor the provisions of this Section. The Parties may also make disclosures as required by law as long as, before any disclosure, the Party subject to the disclosure requirement promptly notifies the other Party of the requirement and allows the other Party the opportunity to oppose the disclosure. Neither Party shall be obligated to keep confidential the other's information to the extent it was known to that Party prior to the date of this Agreement without any obligation or request for confidentiality, is or becomes publicly known through no wrongful act of the Party, is rightfully received from a third party who has no confidentiality obligation with respect to the information, or is developed independently by the Party (and this can be verified).

5. **Data Exchange.** In an effort to facilitate inter-agency cooperation and cross-jurisdictional enhanced security related efficiencies, Premises Provider hereby grants Company the right to access, analyze and disseminate Premises Provider data generated from various data systems at the Facilities (the "Information") to other law enforcement and correctional agencies for law enforcement and correctional purposes in accordance with the below terms and conditions:

(a) The Premises Provider, as owner of the Information, has elected to allow review of the Information by Company and personnel of other agencies for law enforcement and correctional investigative purposes.

(b) Premises Provider has requested, and Company is willing, to make this remote information exchange capability available to Premises Provider to enable Premises Provider to grant other agencies access to the Information through remote access and analytic tools provided by Company, subject to the terms of this Agreement.

(c) Premises Provider may opt out of this Section at any time upon [30 days] written notice to Company. Thereafter, the Information will cease being exchanged with other agencies.

(d) Company has no responsibility to advise Premises Provider with respect to any law, regulation, or guideline that may govern or control the Information or monitoring, or compliance therewith. Premises Provider has its own legal counsel to advise it concerning any and all such applicable law, regulation, or guideline, and compliance therewith. Company disclaims any responsibility to provide, and has not provided, Premises Provider any legal advice concerning such applicable law, regulation, or guideline, or compliance therewith.

(e) By granting Premises Provider's request in this Section, Company would be acting at the direction of Premises Provider, and Company has no responsibility to advise, and has not advised, Customer on the propriety or lawfulness of providing other agencies access to the Information using the capabilities made available by Company.

(f) This Section is for the sole benefit of Company and Premises Provider and their successors and permitted assigns, and nothing herein expressed or implied will give or be construed to give to any other person or entity, including any recipient of the Information, any legal or equitable rights hereunder.

6. **Indemnification and Limitation of Liability.** Each Party shall indemnify the other from any loss, cost, damage, expense, or liability to the extent resulting from, or arising out of, claims by a third party relating to a breach of a Party of its obligations under this Agreement, except to the extent such loss, cost, damage, expense, or liability arises from the negligence or fault of the other Party; provided further, however, that the Company shall not be liable for interruption of telephone or other communication services arising from any cause.

(a) EXCEPT AS OTHERWISE EXPRESSLY STATED IN THE AGREEMENT, THE SERVICES SUPPLIED UNDER THIS AGREEMENT ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY AND ITS LICENSORS AND SUPPLIERS, AND THEIR RESPECTIVE AFFILIATES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS, LACK OF VIRUSES, AND ANY WARRANTY REGARDING THE SECURITY OR RELIABILITY OF EQUIPMENT OR SERVICES. COMPANY DOES NOT WARRANT THAT SERVICES SHALL BE UNINTERRUPTED, ERROR FREE, OR THAT ALL ERRORS MAY BE CORRECTED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL COMPANY OR ITS SUPPLIERS OR LICENSORS, OR THEIR RESPECTIVE AFFILIATES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF REVENUE OR PROFITS, OR FOR BUSINESS INTERRUPTION RELATING TO OR ARISING OUT OF THE SERVICES, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHERMORE, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY AND ITS SUPPLIERS WILL NOT BE RESPONSIBLE FOR ANY PHYSICAL HARM OR OTHER INJURY, WHETHER FORESEEN OR UNFORESEEN, ARISING OUT OF THE USE OF EQUIPMENT, PRODUCTS, ACCESSORIES OR SERVICES SUPPLIED UNDER THIS AGREEMENT. PREMISES PROVIDER IS SOLELY RESPONSIBLE FOR KEEPING TELEPHONE AND HEADSET CORDS

AWAY FROM THOSE WHO PRESENT A RISK TO THEMSELVES OR OTHERS. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

(b) **Monitoring and Recording.** Premises Provider agrees that Company has no responsibility to advise Premises Provider with respect to any law, regulation, or guideline that may govern or control any recording or monitoring capabilities supplied to Premises Provider by Company under the Agreement, or compliance therewith. Premises Provider has its own legal counsel to advise it concerning any and all such law, regulation, or guideline, and compliance therewith, and makes its own determination on when and how to use the monitoring and recording capabilities supplied through this Agreement. Company disclaims any responsibility to provide, and in fact has not provided, Premises Provider any legal advice concerning such applicable law, regulation, or guideline, or compliance therewith. Premises Provider shall be solely responsible for any liability, costs and expenses relating to any claims made against Company arising out of failure of Premises Provider (or the Company at the direction of the Premises Provider) to comply with such law, regulation or guideline. Premises Provider acknowledges that all communication detail records ("DRs") and recordings contained in the Equipment Company provides to Premises Provider under this Agreement are the exclusive property of the Premises Provider for the term of this Agreement and any resulting extensions of this Agreement; provided, however, that Company shall have the right to use the DRs and recordings to respond to legal requests, to provide the Services under this Agreement, and for other lawful business purposes.

7. **Risk of Loss.** The Company and its insurers, if any, shall relieve Premises Provider of all risks of loss or damage to the Equipment during the periods of transportation, installation and operation of the Equipment. However, Premises Provider shall be responsible for loss or damage to Equipment in its possession caused by fault or negligence of Premises Provider or its employees.

8. **Default.** In the event any Party shall be in breach or default of any material terms, conditions, or covenants of this Agreement and such breach or default shall continue for a period of thirty (30) days after the giving of written notice thereof to the breaching Party, then in addition to all other rights and remedies of law or equity or otherwise, the offended Party shall have the right to cancel this Agreement without liability.

9. **Governing Law.** To the maximum extent permitted by applicable law, the provisions of this Agreement shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Virginia, without regard to principles of conflicts of law.

10. **Assignment.** This Agreement shall inure to the benefit of and be binding upon the Parties and their respective permitted successors and assigns, including but not limited, to any new administration or head of Premises Provider. Neither Party shall assign any right and/or obligation under this Agreement without the other Party's prior written consent, which shall not be unreasonably withheld or delayed; provided, however, Company shall have the right to assign some or all its rights and/or obligations under this Agreement at any time to any entity that controls, is controlled by or is under common control with Company (each an "Affiliate") without the consent of the Premises Provider; provided, further, Company shall remain liable for any failure of any Affiliate to perform any assigned obligations. For the avoidance of doubt, a merger involving (i) Company or (ii) a sale of Company or substantially all of Company's assets shall not constitute an assignment requiring consent of Premises Provider for purposes of this Agreement.

11. **Independent Contractor.** The Company acknowledges that it is an independent contractor and that nothing contained in this Agreement or the relationship of the Parties is intended to or shall create a partnership or joint venture or agency relationship of any kind between the Parties. This Agreement shall not be constructed as a contract of agency or employment. Company shall be solely responsible and liable for compliance with all laws, rules and regulations and payment of all wages, unemployment, social security and other payroll taxes relating to Company's employees including contribution from such persons, when required by law.

12. **Solicitation.** The Premises Provider acknowledges that no officer or employee of the Company has been employed, induced, or directed by Premises Provider to solicit or secure this Agreement with the Company upon agreement, offer, understanding, or implication involving any form of remuneration whatsoever. Premises Provider agrees, in the event of an allegation of substance (the determination of which shall be solely made by the Company) that there has been a violation hereof, Premises Provider shall cooperate in every reasonable manner with the Company in establishing whether the allegation is true. Notwithstanding any provisions of this Agreement to the contrary, if a violation of this provision is found to have occurred and is deemed material by the Company, the Company may terminate this Agreement.



13. **Force Majeure.** Neither Party to this Agreement shall be responsible or liable to the other for delays or inability to act or perform their obligations under this Agreement due to circumstances, events or acts of others beyond their reasonable control, including, but not limited to, acts of God, fire, flood, storm, hurricane, tornado, riots, supply chain delays, theft of equipment, or changes in regulatory rules or regulations affecting the ability of either Party to reasonably carry out its obligations under this Agreement.
14. **Survival.** Upon the expiration or earlier termination of the term of this Agreement, the Parties shall have no further obligations to each other, except as specifically provided in a written agreement, duly executed by the Parties, and except that Premises Provider shall allow Company a reasonable opportunity to collect and remove Company Equipment from Premises Provider facilities. Notwithstanding the foregoing, all sections needed to enforce a Party's rights under this Agreement shall survive the expiration or earlier termination of the Agreement, and neither Party shall be released from any liability arising from any breach or violation by that Party of the terms of this Agreement prior to the expiration or termination.
15. **Amendment.** No course of dealing between the Parties, their employees, agents or representatives, shall vary any of the terms hereof. This Agreement may be modified, amended, or supplemented only by a written agreement executed by the Parties.
16. **Severability.** Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of the Agreement. If any provision of this Agreement is found to be illegal, invalid or unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.
17. **No Waiver.** No delay or failure by either Party in exercising any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right. Failure to enforce any right under this Agreement shall not be deemed a waiver of future enforcement of that or any other right.
18. **No Third Party Beneficiaries.** This Agreement is for the sole benefit of the Parties hereto and their successors and permitted assigns and nothing herein expressed or implied shall give or be constructed to give to any other person or entity any legal or equitable rights hereunder.
19. **Taxes and Fees.** Payment of any taxes or fees levied upon or as a result of this Agreement, or the Services delivered pursuant hereto, shall be the obligation of Company. Taxes and fees include all sales, use, gross receipts, excise and other local, state and federal taxes, fees, charges and surcharges.
20. **Change-of-Law.** Any rule, regulation, or other change mandated by any federal, state, or local authority which may interfere with or adversely affect Company's rights, obligations, or intended benefit under the Agreement shall entitle Company to, at its option, renegotiate or terminate the Agreement.
21. **Interpretation.** The headings used in this Agreement are for convenience only and are not intended to be used as an aid to interpretation.
22. **Authority.** Each Party warrants and represents that the Party has the unrestricted right and requisite authority to enter into, deliver and perform under this Agreement.
23. **Maintenance of Records.** Company and its Affiliates shall maintain books, records, documents, and other evidence relating to this Agreement for at least [ (3) ] years after the expiration or termination of this Agreement. Records involving matters in litigation related to this Agreement shall be kept for either one (1) year following the termination of litigation, including all appeals, or [ (3) ] years from the date of expiration or termination of this Agreement, whichever is later. Where Company and its Affiliates ordinarily and regularly in the course of business create and maintain books, records, documents, and other evidence relating to this Agreement electronically, the Company and its Affiliates shall retain such electronically stored information in an electronic format that remains usable, searchable, retrievable, and authentic for the periods set out herein, unless the Parties specifically agree in writing to an alternative. Company books, records, documents, and other evidence of accounting procedures and practices related to cost structure, including overhead, general and administrative expenses, and profit factors, shall be excluded from this provision unless the cost or any other material issue under this Agreement is calculated or derived from such records.

## Inmate Telephone Service

### Service Schedule

This Service Schedule applies only to inmate telephone service ("ITS"). Where "Company" or "ViaPath" is used in this Service Schedule, it shall mean Global Tel\*Link Corporation d/b/a ViaPath Technologies. Additional terms and conditions applicable to ITS are set forth in Tariffs or on Company's website, which may be modified from time to time.

#### 1. Equipment and Features.

Telephones and Workstations		
Workstations	Inmate Phones	Platform
1	90	ICMv

ViaPath Base Features
365 Day On-Line Recording Storage
Password Protected Web based User Interface
Live Monitoring
Call Detail Reporting Tools
CD Burning Tools
Number Management
Blocked Access to Toll-Free Numbers
PREA Support
24X7 Technical Support
Collect, Prepaid Debit and AdvancePay Calling Options
Hot Alert
Audit Tools
TDD/TTY Capability (provided by third-party)
Call Prompts in English and Spanish

The term "Equipment" in this Service Schedule includes the items listed in this Section I of this Schedule and related equipment, including guard posts, concrete pads, mast poles, and site preparation. Guard posts, concrete pads, enclosures, pedestals, bumper pads, or other property of Company installed by Company shall remain in all respects property of Company. Company reserves the right to remove or relocate Equipment which is subjected to recurring vandalism or insufficient traffic and/or revenue to warrant the continuation of Service. Company shall not

exercise such a right of removal or relocation unreasonably. Company shall notify Premises Provider in writing of its intention to remove or relocate Equipment prior to such action. Upon removal of Equipment by the Company, Company shall restore said premises to its original condition, ordinary wear and tear excepted; however, Company shall not be liable for holes placed in walls, pillars, or floors or other conditions on the premises which resulted from the proper installation of Equipment. Premises Provider shall not, and shall not allow any third party to, make alterations or attachments to the Equipment.

## **2. Inmate Telephone Services.**

Company shall be responsible for: (a) furnishing, installing, repairing and servicing the Equipment; (b) the establishment (if and to the extent required of Company by law) and compliance with all Tariffs and rules, regulations, orders and policies of federal and state regulatory authorities applicable to the automated inmate telephone system Services provided by Company; (c) the establishment and maintenance of all billing and payment arrangements with the local and interexchange carriers if available; (d) the processing of all telephone call records; (e) the performance (alone or through third-parties) of all validation, billing, outclearing and collection services; and (f) the handling of all billing and other inquiries, fraud control, and all other Services essential to the performance of Company's obligations under this Agreement. Company reserves the right to take all necessary actions to control unbillables, uncollectibles, bad debt and fraud in connection with ITS.

Company does not furnish, maintain or provide consumables for peripheral equipment associated with the inmate telephone system. Consumables consist of items such as printer paper, cassette tapes, or compact disks.

## **3. Compensation.**

Remuneration shall be **forty-eight percent (48.00%)** of the Gross Revenue billed or prepaid for intrastate inmate telephone calls covered by this Agreement. Gross Revenue shall mean all revenue generated by every completed (interstate and) intrastate inmate call that is accepted by an end user and billed via a local exchange carrier or prepaid to Company. Gross Revenue does not include: (i) taxes and tax-related surcharges; (ii) credits; (iii) account and other transaction fees; (iv) revenue from All Domestic calls; and (v) any amount Company collects for, or pays to, third parties, including but not limited to payments in support of statutory or regulatory programs mandated by governmental or quasi-governmental authorities, such as the Federal Universal Service Fee, and any costs incurred by Company in connection with such programs. Commission payments shall be paid monthly. All commission payments shall be considered final and binding upon the Premise Provider unless written objection is received by the Company within sixty (60) days of receipt of commission payment by the Premise Provider.

Commission payments will be delivered to the address listed in this Section, which may be changed by Premise Provider from time to time upon notice to Company in accordance with terms of the notice provision of this Agreement.

### **Cushing Municipal Authority**

**100 Judy Adams Boulevard**

**Cushing, Oklahoma**

**Attn: City Manager**

**4. Rates and Charges for Inmate Telephone Services.** The per-minute-of-use call rate shall not exceed the maximum rates authorized by the state's telecommunication regulatory authority ("PUC") and the Federal Communications Commission ("FCC").

- Interstate ITS calls, whether made using a Collect, Prepaid Debit, or AdvancePay™ format: \$0.16 per minute of use.
- Intrastate ITS calls, whether made using a Collect, Prepaid Debit, or AdvancePay™ format: \$0.16 per minute of use.
- International ITS calls, whether made using a Prepaid Debit or AdvancePay™ format: The Interstate ITS rate set forth above, plus the applicable call termination rate for the international destination of the call as published on the Company's website, which may be updated every 3 months in accordance with the FCC Order. These rates can be found at: <https://www.gtl.net/legal-and-privacy/federal-tariffs-and-price-lists/>.

No per call, per connection, or flat-rate calling charges shall apply to international or interstate ITS per minute of use calls.

The ITS rates set forth above are exclusive of taxes and other amounts collected by the Company on behalf of, or paid to, third parties, including but not limited to payments in support of statutory or regulatory programs mandated by governmental or quasi-governmental authorities, such as the Federal Universal Service Fee, and any costs incurred by the Company in connection with such programs.

**5. Ancillary Service Charges.** The Company may charge certain Ancillary Service Charges, which shall be no more than the following amounts:

Automated Payment Fee for credit card, debit card, and bill processing fees	\$3.00 per transaction
Live Agent Fee	\$5.95 per transaction
Paper Bill/Statement Fee	\$2.00 per transaction
Third-Party Financial Transaction Fee	\$5.95 per transaction when transaction is paid via a live agent  per transaction when transaction is paid via automated payment system
Fees for Single-Call and Related Services	per transaction, plus the effective per-minute rate when transaction is paid via a live agent

	\$3.00 per transaction, plus the effective per-minute rate when transaction is paid via automated payment system
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The City of  
**Cushing** | Agenda Item Cover Sheet  
OKLAHOMA

TO THE HONORABLE CHAIRMAN AND MEMBERS OF THE CITY COMMISSION / TRUSTEES OF  
THE CUSHING MUNICIPAL AUTHORITY / TRUSTEES OF THE CUSHING HOSPITAL AUTHORITY

**Date of Meeting:** January 16, 2024

**Agenda Item No:** 3H

**Subject:** Non-Pay Utility Report

**Staff Resources:** Diane Barnett, Utility Office Supervisor

**I. Summary** Report is attached for your review

**II. Fiscal Impact** NA

**III. Recommended Action** None necessary

CITY OF CUSHING  
 PO BOX 311  
 CUSHING OK 74023-0311

**Statement Summary**

Statement ID	CITY
Statement Date	12/31/2023
Total Due	\$ 76,826.49
<hr/>	
Total Due After 01/16/2024	\$ 81,633.88

CM CITY HALL  
 PO BOX 311  
 CUSHING OK

07000-0000

CLOSED JAN 1 & MLK DAY JAN 15

**Account Summary**

Account	Name	Property	Total Due	After 01/16/2024
01-1200-00	CLM HEMPHILL PARK	N CENTRAL	22.10	24.31
02-0230-00	CLM TRAFFIC LIGHT	419 E MAIN 1/2	79.62	87.58
02-0455-00	CLM STREET LIGHT	745 E MAIN 1/2	202.88	223.17
02-0770-00	CLM TRAFFIC LIGHT	MAIN & HIGHLAND	88.51	97.36
03-0125-00	CLM STREET LIGHTS	LITTLE & WALNUT	151.88	167.07
05-0230-02	CM FIRE DEPT TRAINING	CE218 W MAPLE	47.17	51.90
05-0235-00	CM FIRE DEPT TRAINING	TO218 W MAPLE TOWER	7.53	8.29
05-0267-01	CM PUBLIC SAFETY CENTER	211 W MAIN	4,102.78	4,102.78
05-0268-00	CLM SAFETY CENTER LIGHTS	211 W MAIN	92.00	92.00
05-0350-00	CM POWER PLANT COOLING	T300 N DEPOT	74.58	82.04
05-0390-00	CM POWER PLANT	314 N DEPOT	67.17	73.89
05-0400-00	CM POWER PLANT	314 N DEPOT	6.00	6.60
05-0410-00	CM POWER PLANT	314 N DEPOT	6,793.30	7,472.64
05-0420-00	CM POWER PLANT	314 N DEPOT	4,815.85	5,297.44
05-0430-00	CM ELECTRIC SHOP	314 N DEPOT	281.90	310.09
05-0690-00	CM POWER PLANT CONTROL	R300 N SEAY	94.25	103.68
05-0770-00	CLM TRAFFIC LIGHT	MOSES & CLEVELAND	87.22	95.94
05-1160-00	CLM TRAFFIC LIGHT	102 E BROADWAY	7.26	7.99
05-1170-00	CLM DECORATIVE LIGHTS	100 N CLEVELAND	282.29	310.52
05-1190-00	CLM DOWNTOWN INTERSECTIOW	BROADWAY & MOSES	209.22	230.14
05-1630-00	CLM DECORATIVE LIGHTS	100 S CLEVELAND	263.55	289.91
05-1640-00	CLM DOWNTOWN INTERSECTIOW	BROADWAY & CHERRY	220.88	242.97
06-0160-00	CM LIBRARY	215 N STEELE	1,175.28	1,292.82
06-0800-00	CM WATER WELL # 4	1249 E ASH	8.00	8.80
06-1880-00	CM FIRE DEPT.	323 N HARRISON	369.72	406.70
06-1890-00	CM CITY HALL	100 E OAK	2,352.54	2,587.80
06-1900-00	CM CITY HALL COMPUTER	100 E OAK	40.86	44.95
07-0170-00	CM OLD BUS DEPOT	114 N HARRISON	97.99	107.79
07-0180-00	CLM PARKING LOT	N HARRISON	34.54	37.99
08-0190-00	CLM TRAFFIC LIGHT	BROADWAY & HARRISON	6.99	7.69
08-2115-01	CM DOWNTOWN WATERING	105 E BROADWAY	11.25	12.38
09-1210-00	CLM STREET LIGHTS	1000 E CHERRY	67.79	74.57
09-2190-00	CM SENIOR CITIZENS	203 E CHERRY	1,459.64	1,605.61
10-0190-00	CLM BALL FIELD (BOWL)	MEMORIAL PARK (BOWL)	129.82	142.80
10-0200-00	CLM T BALL FIELD MEMORIAL	MEMORIAL PARK	22.80	25.09
10-0500-00	CM STORM SIREN	E SECOND & WILSON	6.00	6.60
10-1140-02	CITY OF CUSHING	1102 E SECOND A	46.89	46.89
10-1510-02	CM ARMORY	500 E SECOND	30.00	30.00
11-0400-00	CM BFI TRANSFER STATION	515 N LUELLA	98.16	107.98
11-1810-00	CM DOG POUND	500 W CHERRY	8.00	8.80
11-1820-00	CM SERVICE CENTER	514 W CHERRY	422.35	464.59
11-1830-00	CM TRUCK BARN	514 W CHERRY BARN	66.39	73.03

CITY OF CUSHING  
 PO BOX 311  
 CUSHING OK 74023-0311

**Statement Summary**

Statement ID	CITY
Statement Date	12/31/2023
Total Due	\$ 76,826.49
<hr/>	
Total Due After 01/16/2024	\$ 81,633.88

CM CITY HALL  
 PO BOX 311  
 CUSHING OK 07000-0000

CLOSED JAN 1 & MLK DAY JAN 15

**Account Summary**

Account	Name	Property	Total Due	After 01/16/2024
11-1835-00	CM WATER DEPT	518 W CHERRY	535.09	588.60
11-1840-00	CM SWEEPER BARN	514 W CHERRY	17.61	19.37
11-1860-01	CM STREET DEPT. OFFICE	514 W CHERRY	718.83	790.72
11-1870-00	CM PARKS DEPT.	514 W CHERRY	721.65	793.82
11-1880-00	CM WELDING SHOP	514 W CHERRY	61.00	67.10
11-1910-00	CM GAS PUMPS	PUCKETT ST	22.89	25.18
11-1920-00	CLM UNMETERED SEC LTS	PUCKETT ST	7.23	7.95
11-1940-00	CM WATER DEPT.	508 W MOSES	91.17	100.29
12-1290-00	CM YOUTH CENTER	800 S LITTLE	1,768.48	1,945.33
12-1300-00	CM BATTING CAGES AT PARK	800 S LITTLE	6.00	6.60
12-1310-01	CM CUSHING DAY CARE	711 S THOMPSON	32.80	32.80
12-1320-00	CM CUSHING DAY CARE	711 S THOMPSON	6.00	6.60
12-1330-00	CM AMPHITHEATER	CITY PARK	81.81	90.00
12-1350-00	CM FESTIVAL IN THE PARK	MEMORIAL PARK	7.02	7.72
12-1360-00	CLM TENNIS CT. S. MEMOR	MEMORIAL PARK	6.00	6.60
12-1675-00	CITY OF CUSHING	612 S LITTLE POLE	101.03	101.03
12-1740-00	CM AQUATIC CENTER	MEMORIAL PARK	175.45	193.01
12-1760-00	CM PICNIC GROUNDS	MEMORIAL PARK	146.67	161.34
12-1790-00	CLM E. PAVILLION MEMOR	MEMORIAL PARK	37.35	41.09
12-1815-00	CLM STREET LIGHTS	FIFTH & LITTLE	136.68	150.35
12-1850-00	CM SEWER LIFT PUMP	403 S LITTLE	6.07	6.68
13-0035-00	CM WATER WELL # 2	CITY PARK	271.40	271.40
14-0980-00	CLM STREET LIGHT	S HOWERTON & NINTH	201.42	221.56
14-1910-00	CM 9TH ST SUBSTATION	1100 E NINTH	22.00	22.00
14-1915-00	CM ROTARY PARK GAZEBO	1100 E NINTH	6.48	7.13
15-0065-00	CLM STREET LIGHTS	NINTH & LINWOOD	23.69	26.06
16-0800-00	CLM STREET LIGHT	E NINTH & THOMPSON	268.96	295.86
16-1131-00	CM STORM SIREN	1400 S LITTLE	18.93	18.93
17-0180-00	CLM LIONS PARK	1320 S LINWOOD	61.17	67.29
18-0080-01	CM ELECTRIC DISTRIBUTION	101 N HARMONY RD	858.02	858.02
18-0081-01	CM ELECTRIC DISTRIBUTION	101 N HARMONY RD GATE	6.61	6.61
18-0085-00	CM NORTH SUBSTATION	101 N HARMONY N SUB	88.51	88.51
18-0090-01	CM ELECTRIC DISTRIBUTION	101 N HARMONY RD	11.25	11.25
18-0093-00	CM CUSHING SPORTS COMPLE	229 S HARMONY RD	319.76	319.76
18-0094-00	CM CUSHING SPORTS COMPLE	229 S HARMONY GRN	12.06	12.06
18-0095-00	CM CUSHING SPORTS COMPLE	229 S HARMONY RD	1,429.88	1,429.88
18-0097-00	CM STORM SIREN	200 S HARMONY RD	16.02	16.02
18-0350-00	CM WATER WELL # 97-4	823 S HARMONY RD	969.38	1,066.32
18-0415-00	CLM SCHOOL FLASHING LIGH	1600 S HARMONY RD	7.06	7.06
18-0535-00	CM AIRPORT GATE	AIRPORT RD & LITTLE	11.25	11.25
18-0608-01	CM AIRPORT HANGER	2508 TOM MALONEY DR	7.70	7.70
18-0610-03	CM CITY OF CUSHING	2512 TOM MALONEY DR	114.91	114.91



CITY OF CUSHING  
 PO BOX 311  
 CUSHING OK 74023-0311

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Total Due After 01/16/2024	\$ 81,633.88

CM CITY HALL  
 PO BOX 311  
 CUSHING OK 07000-0000

CLOSED JAN 1 & MLK DAY JAN 15

**Account Summary**

Account	Name	Property	Total Due	After 01/16/2024
18-0627-02	CM AIRPORT INCUBATOR	2414 TOM MALONEY DR	414.99	414.99
18-0628-01	CM CUSHING MUNICIPAL AIR	2414 TOM MALONEY DR	32.81	36.09
18-0630-03	CM CUSHING MUNICIPAL AIR	2420 TOM MALONEY DR	85.98	94.59
18-0635-02	CM CITY OF CUSHING	3 W AIRPORT RD	6.00	6.60
18-0695-00	CM AIRPORT PLAYGROUND	AIRPORT	11.25	12.38
18-0750-00	CM MUNICIPAL AIRPORT	AIRPORT	322.04	354.24
18-0760-00	CLM AIRPORT LIGHT	AIRPORT	54.20	59.62
18-0990-00	CM WATER WELL # 97-6	2515 E ESECO RD	1,710.72	1,881.79
18-1000-00	CM SEWER DISPOSAL PLANT	2701 E ESECO RD	30.00	33.00
18-1008-01	CM SEWER DISPOSAL PLANT	2701 E ESECO RD	20,187.52	20,187.52
18-1010-00	CM SEWER DISPOSAL PLANT	2701 E ESECO RD	6.65	7.32
18-1040-00	CM WATER WELL # 97-7	2406 S NORFOLK RD	2,449.45	2,694.40
18-1040-00	CM WATER WELL # 97-8	2401 S EUCHEE VALLEY RD	2,308.95	2,539.85
18-1200-00	CM WATER WELL # 97-5	912 S NORFOLK RD	366.05	402.66
18-1570-00	CLM STREET LIGHT	1327 E MAIN 1/2	166.45	183.10
18-1850-00	CLM SCHOOL FLASHING LIGH	1513 E MAIN 1/2	171.34	188.47
18-1940-00	CLM SOFTBALL FIELD	1513 E MAIN 1/2	200.27	220.30
18-1970-00	CM WATER WELL # 97-1	1500 E PINE	85.86	94.45
18-1990-00	CLM FOOTBALL FIELD LIGHT	1700 E WALNUT	217.03	238.73
18-2000-00	CM FOOTBALL FIELD SCOREB	FOOTBALL FIELD	11.80	12.98
18-2020-00	CM CHS FOOTBALL LIGHTS	E1700 E WALNUT	153.44	168.78
18-2071-01	CLM HIGH SCHOOL PKG LOT	1700 E WALNUT	93.19	93.19
18-2072-01	CLM HIGH SCHOOL PKG LOT	1700 E WALNUT	91.33	91.33
18-2125-00	CLM STREET LIGHTS	1737 E MAIN	37.70	41.47
18-2300-00	CLM STREET LIGHTS	MAIN & STEWART	183.52	201.87
18-2440-00	CM WATER WELL # 97-2	2319 E MAIN	311.10	342.21
18-2458-00	CLM WALMART TRAFFIC LIGH	2905 E MAIN	44.84	44.84
18-2470-00	CLM PIPELINE CROSSROADS	2405 E MAIN	6.44	7.08
18-2490-00	CM WATER WELL # 56-9	2826 E MAIN A	14.00	15.40
18-2518-00	CM SEWER LIFT STATION	3206 E MAIN	43.01	47.31
18-2520-00	CM WATER WELL # 97-3	3540 E MAIN	14.48	15.93
18-3920-00	CM WATER PLANT	1175 MAITLEN	11,894.68	13,084.15
18-3925-00	CM ANIMAL SHELTER	1150 MAITLEN DR	305.86	336.45
18-3930-08	CM RODEO GROUNDS	1175 MAITLEN	17.25	18.98
19-1773-00	CM STORM SIREN	1000 E GRANDSTAFF	15.76	15.76
19-2100-00	CM N. DISPOSAL PLANT	2114 N EDGEWOOD CIR	190.92	210.01
19-2256-00	CM BARBEQUE & BLUES	213 E GRANDSTAFF WA	16.88	18.57
19-3090-00	CLM PIPELINE CROSSROADS	N HWY 18 & DEEP ROCK	6.00	6.60
20-1870-00	CM WATER PL. HOUSE # 3	W OF CITY	8.00	8.80
20-1950-00	CM LAKE BOAT HOUSE	W OF WATER PLANT	20.00	22.00
20-2470-00	CLM PIPELINE CROSSROADS	W HWY 33	6.00	6.60
20-2640-00	CM RESERVOIR	201 S KINGS HWY	143.76	158.14

CITY OF CUSHING  
 PO BOX 311  
 CUSHING OK 74023-0311

**Statement Summary**

Statement ID		CITY
Statement Date		12/31/2023
Total Due	\$	76,826.49
<hr/>		
Total Due After 01/16/2024	\$	81,633.88

CM CITY HALL  
 PO BOX 311  
 CUSHING OK 07000-0000

CLOSED JAN 1 & MLK DAY JAN 15

**Account Summary**

Account	Name	Property	Total Due	After 01/16/2024
20-2650-00	CM RESERVOIR	201 S KINGS HWY	6.00	6.60
20-2660-00	CM WEATHER TOWER	201 S KINGS HWY	281.00	281.00
20-2670-00	CM RESERVOIR RADIO REPEA	201 S KINGS HWY	37.35	41.09
20-2800-00	CM RESERVOIR	201 S KINGS HWY	153.13	168.44
50-3480-00	CM POLICE PISTOL RANGE	100 W TEXACO RD	25.25	25.25
<hr/>				
Total Due			76,826.49	81,633.88
<hr/>				
Total Credit Balances			0.00	0.00

TO THE HONORABLE CHAIRMAN AND MEMBERS OF THE CITY COMMISSION / TRUSTEES OF  
THE CUSHING MUNICIPAL AUTHORITY / TRUSTEES OF THE CUSHING HOSPITAL AUTHORITY

Date of Meeting: January 16<sup>th</sup>, 2024

Agenda Item No: 5A

Subject: Tree Trimming and Removal

Staff Resources: Terry Brannon, City Manager  
Derek Giffith, Assistant City Manager  
Michael Starks Electric Distribution Superintendent

### I. Summary

On December 4, 2023, our office solicited bids for trimming trees out of power lines and removal for (2) two areas in the City. (See maps attached).

A pre-bid conference was held on December 19, 2023, with the following contractors attending Wright Tree Service, Clayton Lands Land Services, and Davey Tree Surgery.

Bids were opened on January 9, 2023, at which time the City received (4) four bids from Wright Tree Service, Hardin Tree, Inc., Arkansas Electric Coop, Inc., and Davey Tree. Their total bid proposals for both areas are listed below. A full bid tab sheet is attached that breaks down the amount for each area along with completion times.

<u>CONTRACTORS</u>	<u>TOTAL COST EAST AND WEST AREA</u>
Wright Tree Service	\$254,915.19
Davey Tree	\$352,457.00
Arkansas Electric Coop. Inc	\$363,538.71
Hardin Tree	\$406,075.00

The actual payment for tree removal will be determined based upon the actual number of trees removed at the price stated in the contractor's proposal per tree diameter. Staff would like to request a 25% contingency to address any additional work that may be identified during the operations.

### II. Fiscal Impact

This action will not create a negative impact. Funding for the tree trimming and removal were budgeted and approved for FY 23/24 in the amount of \$350,000.00. (#250-505-3478)

### III. Recommended Action

Approve Resolution No. 1-2024 authorizing the Chairman, Board of Trustees, to execute an agreement with Wright Tree Services in the amount not to exceed \$325,000.00 for tree trimming and removal services and to authorize payment.

CUSHING MUNICIPAL AUTHORITY  
RESOLUTION NO. 1-2024

A RESOLUTION AUTHORIZING AND DIRECTING THE CHAIRMAN, BOARD OF TRUSTEES TO EXECUTE A CONTRACT WITH WRIGHT TREE SERVICES, INC., FOR TREE TRIMMING AND REMOVAL SERVICES IN THE EAST AND THE WEST AREAS IN AN AMOUNT UP TO \$325,000.00 AND TO AUTHORIZE PAYMENT IN ACCORDANCE WITH THE CONTRACTOR'S BID SCHEDULE FOR THE ELECTRIC DISTRIBUTION DEPARTMENT.

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE CUSHING MUNICIPAL AUTHORITY, that the Chairman, Board of Trustees is authorized and directed to execute a contract with Wright Tree Services, Inc. for tree trimming and tree removal services in the East and West areas in amount up to \$325,000.00 and to authorize payment in accordance with the Contractor's bid schedule for the Electric Distribution Department.

PASSED AND APPROVED THIS 16TH<sup>1</sup> DAY OF JANUARY 2024.

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RICKY LOFTON, CHAIRMAN  
BOARD OF TRUSTEES

ATTEST:

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JERRICA WORTHY  
SECRETARY

APPROVED AS TO FORM AND LEGALITY:

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JONATHAN HUSEMAN  
CITY ATTORNEY

Footnote: The actual payment for tree removal will be determined based on the actual number of trees removed at the price stated on the Contractor's proposal per tree diameter.

## AGREEMENT

THIS AGREEMENT was made and entered into effective the 16th day of January 2024, by and between the Cushing Municipal Authority, 100 Judy Adams Boulevard, Cushing, OK 74023, ("Owner"), and Wright Tree Services, Inc., 5930 Grand Avenue, City of West Des Moines. County of Polk, and State of Iowa, ("Contractor").

WITNESSETH: That for and in consideration of the payments and agreements hereinafter contained, it is mutually agreed as follows:

1. Contractor will commence and complete the trimming and/or removal of trees in, under, and adjacent to Owner's electrical distribution and transmission facilities in Area(s) EAST and WEST as specified in the Owner's Invitation to Bid.
2. Contractor will furnish all the materials, supplies, tools, equipment, labor, supervision and other services necessary for the completion of the Project described herein.
3. Contractor will commence the work required by the Contract Documents within ten (10) calendar days after the date of the Notice to Proceed and will complete the same within 51 calendar days unless the period of completion is extended otherwise by the Contract Documents.
4. Contractor agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for the total sum of \$ 254,915.19 as shown on the Contractor's Proposal. Trees larger than six (6") inches in diameter are measured at five (5) feet above ground level hereafter referred to as "ABGL". All removal prices listed are measured ABGL. Contractor further agrees to remove trees as authorized and directed by Owner for the compensation as set forth below:

Removal of trees greater than 6" up to 8"	<u>\$239.00 each</u>
Removal of trees greater than 8" up to 10"	<u>\$298.00 each</u>
Removal of trees greater than 10" up to 12"	<u>\$358.00 each</u>
Removal of trees greater than 12" up to 14"	<u>\$637.00 each</u>
Removal of trees greater than 14" up to 16"	<u>\$727.00 each</u>
Removal of trees greater than 16" up to 20"	<u>\$909.40 each</u>
Removal of trees greater than 20" up to 28"	<u>\$1,091.00 each</u>
Removal of trees greater than 28" up to 36"	<u>\$1,455.00 each</u>
Removal of trees greater than 36" up to 44"	<u>\$1,819.00 each</u>
Removal of trees greater than 44" up to 52"	<u>\$2,183.00 each</u>
Removal of trees greater than 52" up to 60"	<u>\$2,546.00 each</u>
Removal of trees greater than 60" up to 68"	<u>\$2,910.00 each</u>
Removal of trees greater than 68" up to 76"	<u>\$3,274.00 each</u>

5. The term "Contract Documents" means and includes, but is not limited to, the following:
  - A. Notice to bidders
  - B. Invitation to Bid
  - C. Proposal
  - D. Agreement
  - E. Notice to Proceed
6. Owner will pay to the Contractor, in the manner and at such times as set forth in the Invitation to Bid, such amounts as required by the Contract Documents.
7. It is understood that the following are also required of the Contractor in performance of this contract:

- a. Contractor shall comply with the Underground Facilities Damage Prevention Act (63 O.S. §42.1 *et seq.*) and the Uniform Manual on Traffic Control Devices.
- b. Contractor shall comply with state laws applicable to Nonresident Contractors, if applicable, including, but not limited to, 68 O.S. §1701 *et seq.*
- c. Contractor shall hold Owner harmless from liability for any acts, omissions or commissions of the Contractor or his agents, servants and/or employees, arising out of the work hereunder and shall defend Owner from any claims, suits or actions brought against Owner as a result thereof.
- d. Contractor shall provide Owner a Certificate of Insurance for public liability and workers' compensation coverage prior to commencing any work.
- 8. This Agreement shall be governed by the laws of the State of Oklahoma. Jurisdiction and venue for bringing any legal action or lawsuits against the Owner shall be the District Court of Payne County, Oklahoma, arising out of any aspect of the work under this Agreement.
- 9. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in triplicate, each of which shall be deemed an original, effective on the date first above written.

OWNER:  
CUSHING MUNICIPAL AUTHORITY

By: \_\_\_\_\_  
Ricky Lofton, Chairman  
Board of Trustees

(Seal)

ATTEST:

\_\_\_\_\_  
Jerrica Worthy, City Clerk

CONTRACTOR:  
Wright Tree Service

By: \_\_\_\_\_  
Name /Title

Approved as to form:

\_\_\_\_\_  
Jonathan Huseman, City Attorney

Cushing Municipal Authority  
 2023-24 Tree Trimming  
 January 9, 2024 2:00pm

CONTRACTOR NAME AREA EAST	Wright Tree Service	Davey Tree	Arkansas Electric Coop., Inc.	Hardin Tree Inc.
<u>TREE TRIMMING COST</u>	\$49,817.65	\$68,896.00	\$80,413.80	\$97,000.00
<u>TREE REMOVAL COST</u>	\$29,384.00	\$54,539.00	\$16,406.16	\$29,075.00
<u>TOTAL COST</u>	\$79,201.65	\$123,435.00	\$96,819.96	\$126,075.00
<u>COMPLETION TIME</u>	10 Days	15 DAYS	12 Days	155 DAYS
<u>TRIMMING</u>	6 Days	15 DAYS	6 Days	155 DAYS
<u>COMPLETION TIME</u>				
<u>REMOVAL</u>				
CONTRACTOR NAME AREA WEST	Wright Tree Service	Davey Tree	Arkansas Electric Coop., Inc.	Hardin Tree Inc.
<u>TREE TRIMMING COST</u>	\$148,218.54	\$177,121.00	\$251,809.36	\$250,000.00
<u>TREE REMOVAL COST</u>	\$27,495.00	\$51,901.00	\$14,909.39	\$30,000.00
<u>TOTAL COST</u>	\$175,713.54	\$229,022.00	\$266,718.75	\$280,000.00
<u>COMPLETION TIME</u>	28 Days	19 DAYS	32 DAYS	308 DAYS
<u>TRIMMING</u>	7 Days	19 DAYS	6 DAYS	308 DAYS
<u>COMPLETION TIME</u>	Insurance Provided	Insurance NOT Provided	Insurance Provided	Insurance Provided
<u>REMOVAL</u>	Wright Tree Service	Davey Tree	Arkansas Electric Coop., Inc.	Hardin Tree Inc.
<u>TOTAL BOTH AREAS</u>	\$254,915.19	\$352,457.00	\$363,538.71	\$406,075.00



