

**AMENDED AGENDA
CITY OF PAULS VALLEY
REGULAR MEETING
MARCH 14, 2017
6:00 P.M.
CITY HALL
100 W. PAUL AVENUE
PAULS VALLEY, OK**

THE CITY OF PAULS VALLEY, OKLAHOMA WILL HOLD A REGULAR MEETING AT THE TIME AND PLACE STATED ABOVE. THE FOLLOWING BUSINESS WILL BE CONDUCTED. THE CITY COUNCIL MAY DISCUSS, VOTE TO APPROVE, VOTE TO DISAPPROVE, VOTE TO TABLE, OR DECIDE NOT TO VOTE ON ANY ITEM ON THIS AGENDA. NEW BUSINESS WHICH WAS NOT KNOWN ABOUT OR WHICH COULD NOT HAVE BEEN REASONABLY FORESEEN PRIOR TO THE TIME OF THE POSTING OF THIS AGENDA MAY ALSO BE CONSIDERED, DISCUSSED AND ACTED UPON.

1. Call to order.
2. Pledge of Allegiance
3. Invocation
4. Roll Call
5. Approval of the consent agenda:
 - a. Approval of Regular meeting minutes of February 14 & 28, 2017.
 - b. Approval of Pauls Valley Tourism Board Regular meeting minutes of March 7, 2017.
 - c. Approval of Pauls Valley Golf Course Monthly Report for February 2017 and Regular meeting minutes of February 6, 2017.
 - d. Approval Pauls Valley Fire Department Activity Report for February 2017.
 - e. Approval of Pauls Valley Municipal Airport Monthly Report for February 2017 and Regular meeting minutes of February 13, 2017.

f. Approval of Purchase Orders for the period February 25, 2017 through March 9, 2017 in the amount of \$148,468.52.

6. Consideration of administering the Oath of Office to newly elected and re-elected councilpersons with possible action.
7. Consideration of Board appointments with possible action.
8. Consideration of approving the February 2017 Financial Report with possible action.
9. Consideration of proclaiming March 19-25, 2017 as Arbor Week with possible action.
10. Consideration of denying a tort claim from Uriel Sanchez for damages that occurred on January 25, 2017 as recommended by OMAG, the City's liability carrier, with possible action.
11. Consideration of a request for Tourism funding from Jennifer Samford in the amount of \$2,500.00 for the 22nd Annual Valley Rally Bicycle Tour, as recommended by the Pauls Valley Tourism Board with possible action.
12. Consideration of a request for Tourism funding from the Pauls Valley Rotary Club in the amount of \$5,270.00 for Thunder in the Valley, as recommended by the Pauls Valley Tourism Board with possible action.
13. Consideration of a request for Tourism funding from Jason Selman in the amount of \$26,800.00 for the 18th Annual Okie Noodling Tournament and the 3rd Annual Okie Noodling Concert in the Park, as recommended by the Pauls Valley Tourism Board with possible action.
14. Consideration of a request for Tourism funding from Jason Selman in the amount of \$2,500.00 for the 22nd Annual Valley Rally Bicycle Tour, as recommended by the Pauls Valley Tourism Board with possible action.
15. Consideration of approving a proposal from Airco Service, Inc. in the amount of \$73,615.00 for a dehumidification system for the Bosa Aquatic Center with possible action.

16. Consideration of a request for Tourism funding from the Pauls Valley Bosa Swimming Pool in the amount of \$40,000.00 for repairs to the HVAC System, as recommended by the Pauls Valley Tourism Board with possible action.
17. Consideration of entering into an Agreement with Southern Workforce Board with possible action.
18. Consideration of an executive session for the purpose of:
 - a. Confidential communication between a public body and its attorney concerning a pending investigation, claim, or action as authorized by 25 Okla. Stat. § 307(4);
 - b. Discussing negotiations concerning employees and representatives of employee groups as authorized by 25 Okla. Stat. § 307(2);
 1. Discussing the employment, hiring, appointment, promotion, demotion, disciplining or resignation of any individual salaried public officer of employee.
 - c. Discussing the purchase or appraisal of real property as authorized by 25 Okla. Stat. § 307(3);with the Possibility of returning to open session to take action thereon.
19. Vote to return to Open Session (in the event an executive session is held).
20. New Business.
21. Welcome to visitors.
22. City Manager comments.
23. City Attorney comments.
24. City Council comments.
25. Adjourn.

POSTED AT 3:00 P.M. MONDAY, MARCH 13, 2017 AT PAULS VALLEY CITY HALL.

**SOUTHERN WORKFORCE BOARD, INC.
PRE-AWARD REVIEW**

No funds provided under the Workforce Innovation and Opportunity Act (WIOA) shall be used, or proposed to be used, for the encouragement or inducement of a business, or a part of business, to relocate from any location in the United States, if the relocation results in any employee losing his or her job at the original location (20 CFR 667.268).

No funds provided under the Workforce Innovation and Opportunity Act (WIOA) shall be used, or proposed to be used, for training for a business or part of a business that has relocated from any location in the United States, until the company has operated at that location for 120 days, if the relocation has resulted in any employee losing his or her job at the original location (20 CFR 667.268).

The purpose of this review is to determine whether a business establishment is new or expanding and if there is any relation to a loss of employment in another geographic area. The Pre-Award Review is completed and documented jointly by Southern Workforce Board, Inc. and the business establishment as a prerequisite to receiving WIOA Title I assistance.

List any name(s) under which this establishment does business (including predecessors and successors in interest.)	
The name, title, and address of the company official certifying this information is:	Name:
	Title:
	Address:

I, the Employer, attest WIOA assistance is not being sought in connection with any past or impending job losses at other facilities and I am requesting WIOA assistance to be used for On-the-Job Training (OJT).

I, the Employer, attest that no person was displaced as a result of relocation of the current business within the past 120 days.

I, the Employer, attest there have not been any WARN notices filed.

I, the Employer, attest there have not been any wage and hour or child labor violations during the past 12-month period.

I, the Employer, attest that the OJT activity will not impair an existing contract for services or collective bargaining agreement, and that no such activity that would be inconsistent with the terms of a collective bargaining agreement will be undertaken without the written concurrence of the labor organization and the employer concerned.

I, the Employer, attest that there is not a failure to provide OJT employees with continued long-term employment with wages, benefits, and working conditions equal to that of regular employees doing similar work for a similar length of time.

I, the Employer, attest that, as of this date, we currently employ _____ employees.

I, the Employer, attest our Workers' Compensation Policy is current. (Upon execution of the contract, Southern Workforce Board, Inc. will require a copy of employer's Workers' Compensation Policy Certifications page confirming that the policy will be in effect during the entire OJT period.)

As the authorized official of _____
(Name of Employer)

I certify that the Pre-Award Review information set forth above is true and accurate.

As the employer and authorized official, I agree to defend, indemnify, and save the State of Oklahoma, the Southern Oklahoma Workforce Board Inc., and the designated reviewing entity harmless from and against any and all liability, loss, damage, cost, and expense, including court costs and attorney fees (whether or not litigation be commenced), of whatever nature or type, including WIA disallowed costs, that the State or Southern WIB may suffer, incur or be required to pay, which result from _____'s failure
(Name of Employer)

to provide accurate information in response to this Pre-Award Review.

Authorized Employer's Representative Name

Title

Signature

Date

This Pre-Award Review was conducted by the Southern Workforce Board, Inc. in accordance with WIOA State Policy. Neither the State of Oklahoma, Southern Workforce Board, Inc., nor its designated representative shall be legally liable regarding the responses provided during the conduct of this review.

Based upon this review, WIOA Title I assistance to this establishment is: _____
(Approved / Disapproved)

Authorized Reviewer's Signature

Reviewer's Title

Date

“Equal Opportunity Employer (EOE)/Program.”
“Auxiliary aids and services are available upon request to individuals with disabilities.”

Southern Workforce Board, Inc.
On-the-Job Training (OJT) Contract

Attachment B

Contract Number _____

Funding Source _____

Participant Information	Employer Information
Name: _____	Company Name: _____
Address: _____	Address: _____
City, State, Zip: _____	City, State, Zip: _____
Phone: _____	Phone: _____
OSL ID: _____	FEIN or UBI: _____
Training Job Title: _____	NAICS Code: _____
O*NET Code: _____	Email: _____

A. Training Location and Supervisor

Training Facility Location: _____

OJT Supervisor: _____

Title: _____ Phone Number: _____

B. Alternate Supervisor

OJT Alternate Supervisor: _____

Title: _____ Phone Number: _____

C. Training Schedule and Cost

Number Hours Per Day: _____ Start Date: _____

Number Hours Per Week: _____ End Date: _____

Number of Weeks: _____ Total Hours of Training: _____

Total Number of Hours: _____

Starting Hourly Wage: \$ _____ Ending Hourly Wage: \$ _____ Reimbursement Rate: _____%

Training Cost: _____ Hours X _____ Hourly Rate X _____ Reimbursement Rate = _____ Total Training Cost

Maximum training reimbursement: \$ _____

D. Training Outline

Estimated Hours

Specific Occupational Skills to be Learned

Based on Employer's evaluation and/or minimum mastery of skills, training will be deemed to be successfully completed when:

E. Job Description (attach copy of employer's job description)**F. Concurrence of Collective Bargaining Agent**Is this On-the-Job Training occupation subject to a bargaining agreement? Yes NoIf Yes, does the appropriate bargaining representative concur with this On-the-Job Training and rate of pay? Yes No

Name of Union

Phone Number

Union Representative Signature

G. Concurrence of Apprentice Committee

Apprentice Representative Signature

SWB or Designated Representative Signature

H. Terms and Conditions/Standards

Training

1. The OJT Contract **must** be completed and signed before the OJT employee starts the OJT.
2. The employer shall provide the training prescribed in Attachment C and complete the Training Progress form. The OJT employee shall be the employer's employee, shall be on the employer's payroll, shall be entitled to the same consideration and shall be governed by the same policies as other employees. The employer shall extend to the OJT employee all of the entitled benefits offered all employees of the employer. The OJT employee **must** be provided with the same terms of employment, working conditions, wages and fringe benefits provided to other employees in the same or similar positions.
3. The employer **must** collaborate with the WIOA Counselor in the development of a training plan for the OJT employee that includes competencies needed to be satisfactorily skilled in the OJT position. These competencies will be listed on the Training Plan Evaluation Form (Attachment C). The employer will complete an evaluation on this form to document competencies gained.
4. The employer certifies that this is not a temporary job. The OJT employee shall be retained by the employer in unsubsidized employment upon completion of the OJT period, based upon satisfactory job performance by the OJT employee.
5. The employer will provide an orientation to the OJT employee that covers the employer's rules, expectations, safety information and benefits.

Fiscal

1. Southern Workforce Board, Inc. shall reimburse the employer on a monthly basis in an amount not to exceed the maximum training reimbursement. Reimbursable wages shall not include undocumented payments to the OJT employee. **No reimbursement shall be made** for work performed outside of the terms of the Contract, or during periods of work stoppages, fringe benefits which include paid holidays, sick leave or vacation leave. Overtime hours in excess of 40 hours per week shall be reimbursed at the regular rate of pay. The employee must pay the overtime rate in excess of the regular rate in full. Orientation which is provided to all new employees is not reimbursable; only orientation specific to the training plan may be reimbursed.
2. The OJT employer agrees to maintain adequate time and attendance, payroll, and other records to support amounts reimbursed under the OJT Contract. Wages must be paid to the OJT employee by check or direct deposit. Reimbursement time sheets must be signed in ink by both the employer and the OJT employee and must be submitted according to the Contract agreement. Inaccurate or incomplete timesheets or timesheets submitted more than thirty (30) days after the end of the training period may not be honored, at the sole discretion of the Southern Workforce Board, Inc. Copies of the timesheet(s) are to be maintained by the employer along with a copy of the OJT Contract.
3. All reimbursement requests submitted by the employer shall be supported by business receipts, time and payroll records, and other records normally kept by the employer.
4. The employer shall preserve all OJT employee payroll records, fringe benefits and personnel records for three (3) years after the end of the training period, or longer if any litigation or audit is begun or any claim is instituted which involves these records. The employer shall retain the records beyond the three (3) year period until the litigation, audit findings or claim has been resolved.
5. The employer agrees that at any time during normal business hours, and as often as deemed necessary, Southern Workforce Board, Inc., State of Oklahoma, U. S. Department of Labor, or other authorized Federal agencies or their agents may inspect and monitor any records or activities pertaining to this Contract. Such inspection shall be made to determine if the employer is in compliance with the terms and provisions of this Contract and if the OJT employee is making sufficient progress.
6. Wages are monies paid by the employer to an OJT participant for work the OJT participant performs. Tips, commissions, and piece work are not considered wages and are not eligible for reimbursement.

Employer Assurances

1. The employer shall provide workers' compensation coverage for the OJT employee and assures that the training shall be provided in accordance with WIOA Section 181(a)(1)(A) and 20 CFR 667.272 for wage and labor standards.
2. Employer agrees not to discriminate in their hiring or employment practices and to comply with the Civil Rights Act of 1964, as amended, the Age Discrimination Act of 1975, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990, as amended.
3. Employer agrees to adhere to Southern Workforce Board's Grievance Procedures if a complaint arises in connection with the OJT employee and the training.

4. The employer agrees that the OJT employee shall not be terminated from training without giving prior notice to the OJT employee's WIOA Counselor and reasonable opportunity is given for correction or improvement of performance. The employer also agrees that it will immediately notify the OJT employee's WIOA Counselor if the OJT employee has an attendance or disciplinary problem or has demonstrated an inability to perform in accordance with the training outline contained in the Contract. The employer understands that the termination of an OJT employee is subject to Southern Workforce Board's Grievance Procedures.
5. Employer will comply with Federal and State laws governing the OJT program.
6. The employer assures that OJT funds will not be used to assist, promote or deter union organizing. (20 CFR 663.730)
7. The employer assures that the OJT employee will not be employed to carry out the construction, operation or maintenance of any part of a facility that is used or to be used for sectarian instruction or as a place for religious worship. 29 CFR 37.6(F)
8. The employer assures that the OJT employee will not be required to participate in political activities.
9. No fees shall be charged to any OJT employee or employer for referral or placement services relative to this OJT Contract.
10. The employer certifies that no member of the OJT employee's immediate family is engaged in an administrative capacity for the employer, or will directly supervise the OJT employee. For the purpose of this Contract, immediate family is defined as spouse, children, parents, grandparents, grandchildren, brothers, sisters or person bearing the same relationship to the OJT employee's spouse. 20 CFR 667.200(g)
11. Employer has not exerted any undue influence or engaged in conduct which would constitute a conflict of interest or the appearance of a conflict of interest in order to be awarded the funds under this Contract.
12. The employer assures they are not involved in a strike, lockout or other unusual labor condition.
13. Employer agrees to comply with all applicable local, state and/or federal laws and ordinances. The employer assures that they have not violated any of the following within the last three years: a) antidiscrimination in its employment practices or delivery of services or other activities on the grounds of race, color, religion, national origin, age, sex, marital status, veteran status, sexual orientation, or the presence of any sensory, mental or physical disability.

Additional Terms

1. Either party may terminate this Contract at any time by giving ten (10) days advance written, signed notice of intent to terminate to the other party.
2. Southern Workforce Board, Inc. may terminate this Contract if:
 - The State or Federal Government terminates or reduces the funding which makes this Contract possible;
 - The employer has violated the terms and conditions of this Contract; or
 - The employer does not retain at least _____% of the OJT participants hired within a 12-month period.
3. This Contract may be amended by mutual written agreement of the parties. All amendments shall be signed by both parties prior to the start date of the amendment and must be attached to the Contract.
4. Southern Workforce Board, Inc. may unilaterally amend this Contract if there are changes in Federal, State or Local Laws, rules, regulations or policies.
5. This Contract has been and shall be construed as having been made and delivered within the State of Oklahoma and it is agreed by each party hereto that the laws of the State of Oklahoma, both as to interpretation and performance, shall govern this Contract. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Contract or any provision thereof shall be instituted and maintained only in any of the courts of competent jurisdiction in the State of Oklahoma.
6. The employer agrees that no currently employed worker shall be displaced by the OJT employee including a partial displacement such as a reduction in the hours, wages, or employment benefits. The employer also agrees that no OJT employee shall be placed in a position that is currently vacated by an employee who is on layoff or into a position in which the employer has terminated the employment of an employee with the intention of filling the position with an OJT employee. The employer further agrees that this Contract does not infringe in any way upon the promotional opportunities of current employees not involved in the OJT training.
7. All services to be rendered or performed by the employer under this Contract shall be performed or rendered entirely at the employer's own risk. The employer expressly agrees to indemnify and hold harmless Southern Workforce Board, Inc., its officers, agents, contractors, employees or otherwise, from any and all liability, loss or damage, including reasonable cost of defense that they may suffer as the result of claims, demands, actions, or damages to any and all persons or property, costs or judgments against Southern Workforce Board, Inc. which result from, arise out of, or are in any way connected with the services to be performed by the employer under this Contract.

I. Employer Certification

I certify to the best of my knowledge that this information is true and correct and that I intend to request reimbursement of 50 (fifty) % of the participant's wages during training and retain the participant at the end of the subsidized training period if satisfactory performance is maintained. I am also aware of my responsibilities as stated in this On-the-Job Training Contract.

Authorized Employer Representative Signature

Date

Title

Phone Number

J. Agency Certification

A legitimate need for training and reasonable expectation of continued employment for the participant indicated on this On-the-Job Training Contract has been established. Therefore, this OJT Contract is approved.

Southern Workforce Board, Inc. Signature

Date

Title

**"Equal Opportunity Employer (EOE)/Program."
"Auxiliary aids and services are available upon request to individuals with disabilities."**

Warranty: 1 year parts and labor

Terms: Payment is due 30 days from invoice date

We are a family owned and operated company that has serviced Tulsa and the Green Country area since 1961, with now have 2 new locations, one in Langley and the other is located in Oklahoma City. All of our service technicians and installation journeyman are licensed by the State of Oklahoma, carry EPA refrigerant handling license and are OSHA 10 certified. All of our employees have extensive background checks performed before hiring and drug testing is done throughout the company. All of our employees will arrive on time in clean identifiable uniforms. We are fully bonded and carry professional liability insurance and workers compensation insurance per Oklahoma law. We are members in good standings with the BBB (Better Business Bureau), MEPO (Mechanical, Electrical, Plumbing Contractors of Oklahoma), ABC (Associated Builders Association), ACCA (Air Conditioning Contractors of America), we were voted best company to work for in the News Magazine in 2004, and voted Tulsa's best service company for several years running. Our customers are top priority and we will provide you with the best products and services there is. We have 24 hour service availability, 365 days a year and are able to take care of all your heating, air conditioning, ventilation, commercial refrigeration, plumbing, and electrical needs.

Thank you for the opportunity to provide you this proposal. If you should have any questions don't hesitate to call or email me anytime.

Customer Acceptance

Submitted by

Sign

Keith Deaver

Print

Airco Service Inc

Title

Mechanical License # 598

Date