

The City of Muskogee encourages participation from all its citizens in public meetings. If participation is not possible due to a disability, notify the City Clerk, in writing, at least forty-eight hours prior to the scheduled meeting and necessary accommodations will be made (ADA 28 CFR/36).

Council Rules of Decorum limit citizen comments on agenda items and public hearings to five (5) minutes and general comments for non-agenda items to three (3) minutes. Any person desiring to address the Council during such period is required to sign in with the City Clerk prior to the Council meeting between 6:30 p.m. and 6:45 p.m. on the third floor of City Hall or anytime between 8:00 a.m. and 5:00 p.m. in the Office of the City Clerk. They shall provide their name, address and specify the agenda item they wish to address. Remarks shall be directed to the matter being considered and the speaker is allowed to speak only one time. If written materials are to be submitted twelve (12) copies should be made available, and may not be returned.

AMENDED
AGENDA
MUSKOGEE CITY COUNCIL
September 11, 2017

REGULAR SESSION -7:00 P.M., 3RD FLOOR, COUNCIL CHAMBERS MUNICIPAL BUILDING,
229 W. OKMULGEE, MUSKOGEE, OKLAHOMA

INVOCATION - COUNCILMEMBER IVORY VANN

FLAG SALUTE - MAYOR BOB COBURN

ROLL CALL - MAYOR BOB COBURN

APPROVAL OF MINUTES: CITY COUNCIL REGULAR SESSION August 28, 2017

CONSENT AGENDA

The following items are considered to be routine by the City Council and will not be read aloud. The Consent Agenda will be enacted with one motion and should discussion be desired on an item, that item will be removed from the Consent Agenda prior to action and considered separately prior to the Regular Agenda.

1. Approval of claims for all city departments August 17, 2017 through August 30, 2017.
2. Approval of the purchase of a Gradall Telescoping Excavator from Kirby Smith Machinery, Inc. in the amount of \$342,500.60 under the National Joint Powers Alliance (NJPA) Purchasing Agreement, or take other necessary action. (Greg Riley)

3. Approval of lowest bid in the amount of \$0.03 per dekatherm for the purchase of Natural Gas for eight (8) facilities, (Muskogee Civic Center, Central Fire Department, Pollution Control Plant, Water Treatment Plant, Muskogee Teen Center, Muskogee Swim and Fitness, Fleet, and City Hall) to Tiger Natural Gas, Inc., or take any other necessary action. (Gary Garvin)
4. Approval of awarding contracts to the best bidder, Dirt Work Done Right, LLC, in the amount of \$2.50 per square foot for demolition of dilapidated structures, and low bidder Whittinghill Disposal Service, Inc., in the amount of \$15.95 per cubic yard for the trash, junk, and debris clearance project under the Community Development Block Grant Demolition and Clearance Projects Bid Group 38, or take other necessary action. (Tish Callahan)
5. Approval of the use of fiscal year 2014 Capital Improvement sales tax funds in the amount of \$202,434.00 for airport projects, repairs, and refurbishment, or take other necessary action. (Drew Saffell)

REGULAR AGENDA

6. Hold a Public Hearing and take action on the approval of Ordinance 4026-A to close North 5th Street located between Okmulgee Avenue and Broadway Avenue, more particularly described in the Ordinance, providing for severability and setting an effective date, or take other necessary action. (Gary D. Garvin)

NORTH FIFTH STREET LYING BETWEEN BLOCK 12, AND BLOCK 9, IN THE ORIGINAL TOWN SITE OF MUSKOGEE (MOT), CITY OF MUSKOGEE, ACCORDING TO THE OFFICIAL PLAT THEREOF, LOCATED IN THE NORTHWEST QUARTER (NW1/4) OF SECTION 26, TOWNSHIP 15 NORTH, RANGE 18 EAST, MUSKOGEE COUNTY, STATE OF OKLAHOMA.

7. Consider approval to accept the State of Oklahoma Emergency Management Performance Grant (EMPG) in the amount of \$25,000 to be used to fund Emergency Management Operations, or take other necessary action. (Chad Farmer)

RECOGNIZE CITIZENS WISHING TO SPEAK TO THE MAYOR AND COUNCIL.

Council Rules of Decorum limit citizen comments to three (3) minutes. Any person desiring to speak is required to sign-in with the City Clerk, provide their name, address, and the particular issue they wish to address. Under Oklahoma law, the Council Members are prohibited from discussing or taking any action on items not on today's agenda. If written materials are to be submitted to the Council twelve (12) copies should be made available, and may not be returned.

ADJOURN

Regular City Council

Meeting Date: 09/11/2017

Initiator: Ashley Wallace, Office Adm 1

Department: City Clerk

Staff Information Source:

Information

AGENDA ITEM TITLE:

APPROVAL OF MINUTES: CITY COUNCIL REGULAR SESSION August 28, 2017

BACKGROUND:

RECOMMENDED ACTION:

Fiscal Impact

Attachments

08-28-2017 ccmin

MINUTES

OF THE COUNCIL OF THE CITY OF MUSKOGEE, OKLAHOMA, MET IN REGULAR SESSION, IN THE COUNCIL CHAMBERS OF CITY HALL MONDAY, AUGUST 28, 2017

The Council of the City of Muskogee, Oklahoma, met in Regular Session in Council Chambers of City Hall, Monday, August 28, 2017, at 7:00 p.m., with Mayor Coburn presiding.

Invocation was given by Councilmember Derrick Reed

Flag Salute was led by Mayor Bob Coburn

Meeting was called to order by Mayor John R. Coburn and the City Clerk called the roll as follows:

Present: Mayor John R. Coburn; Deputy Mayor James Gulley; Councilmember Janey Boydston; Councilmember Patrick Cale; Councilmember Marlon Coleman; Councilmember Dan Hall; Councilmember Wayne Johnson; Councilmember Derrick Reed; Councilmember Ivory Vann

Staff: Mike Miller, City Manager; Mike Stewart, Asst City Manager; Roy Tucker, City Attorney;
Present: Tammy L. Tracy, City Clerk; Gary Garvin, City Planner; Greg Riley, Public Works Director; Matthew Beese, Assistant City Attorney; Michael O'Dell, Fire Chief; Kelly Plunkett, Human Resources Director; Rex Eskridge, Police Chief

APPROVAL OF MINUTES: CITY COUNCIL SPECIAL CALL AUGUST 8, 2017 AND CITY COUNCIL REGULAR SESSION AUGUST 14, 2017

Motion was made by Councilmember Janey Boydston, seconded by Councilmember Dan Hall to approve Special Call City Council Minutes August 8, 2017, and Regular Session City Council Minutes August 14, 2017.

AYE: Mayor John R. Coburn, Deputy Mayor James Gulley, Councilmember Janey Boydston, Councilmember Patrick Cale, Councilmember Marlon Coleman, Councilmember Dan Hall, Councilmember Wayne Johnson, Councilmember Derrick Reed, Councilmember Ivory Vann

Carried - Unanimously

CONSENT AGENDA

Motion was made by Deputy Mayor James Gulley, seconded by Councilmember Dan Hall to approve Consent Agenda.

AYE: Mayor John R. Coburn, Deputy Mayor James Gulley, Councilmember Janey Boydston, Councilmember Patrick Cale, Councilmember Marlon Coleman, Councilmember Dan Hall, Councilmember Wayne Johnson, Councilmember Derrick Reed, Councilmember Ivory Vann

Carried - Unanimously

The following items are considered to be routine by the City Council and will not be read aloud. The Consent Agenda will be enacted with one motion and should discussion be desired on an item, that item will be removed from the Consent Agenda prior to action and considered separately prior to the Regular Agenda.

- 1 Approve claims for all city departments August 2, 2017 through August 16, 2017.
- 2 Approve to accept the lowest and best bids from Simpson Carpentry in the amount of \$26,300.00 to repair two (2) structures; Tom Crabtree in the amount of \$21,575.00 for two (2) structures; and Tedder's Roofing in the amount of \$16,600.00 to repair one (1) structure, for a total of \$64,475.00 to repair a total of five (5) structures through the Muskogee Rehabilitation and Revitalization Program, or take other necessary action. (Gary D. Garvin)
- 3 Approve the best bid from Lot Maintenance of Oklahoma in the amount of \$16,487.40 each for a total of \$32,974.80 for the purchase of two (2) Schulte FX1800 Heavy Duty 15' Rotary Cutters (brush hogs) for the Public Works- Environmental Control Division for Fiscal Year 2017-2018, or take other necessary action. (Robert Swepston)
- 4 Approve Resolution #2703 declaring two (2) parcels of property, more particularly described in the resolution, as surplus to the needs of the City and authorize the conveyance of said properties, or take other necessary action. (Gary D. Garvin)
- 5 Approve the appointment of Donald Wardlow to serve a three (3) year term on the War Memorial Trust Authority beginning September 1, 2017, and ending on August 31, 2020, replacing Lanny Cartwright, or take other necessary action. (Councilmember Wayne Johnson)

REGULAR AGENDA

- 6 Hold a Public Hearing and take action on the approval of Ordinance 4025-A rezoning the property located at 2400 N. Country Club Road (Muskogee Golf Club), more particularly described in Ordinance 4025-A, from "A" Agricultural District to "PUD" Planned Unit Development District, and if approved authorize Staff to revise the Official Zoning Map of the City to reflect said change, or take other necessary action. (Gary D. Garvin)

Mayor Bob Coburn opened the Public Hearing.

Planning Director Gary Garvin stated the applicants, Muskogee Golf Club, LLC., are requesting the property located at 2400 N. Country Club Road to be rezoned from "A" Agricultural District to "PUD" Planned Unit Development District to allow the property to be developed residentially (27 Single-Family Dwellings)

The Planned Unit Development District (PUD) is intended to accommodate all types of

residential and/or commercial development while ensuring compatibility with the surrounding land uses. A "PUD" development tends to depart from the strict enforcement of the Zoning Regulations to allow flexibility and encourage a more efficient use of the land. The development must conform to the approved preliminary plat (site plan), see attachment, and any major change to the site plan (preliminary plat) will require going through the rezoning process again for approval.

The applicant's preliminary plat was recommended for approval by the Subdivision Review Committee on August 1, 2017. The proposed development is located at the entrance to the Country Club Golf Course (2400 N. Country Club Road). The applicant is proposing 27 single-family dwellings to be located on the property (see attached elevations/building design). The applicants will be installing all infrastructure (water, sewer, storm water, private streets) improvements to serve the proposed development. Sidewalks/golf cart paths will be provided around the perimeter of the development. The surrounding area is developed residentially (single-family dwellings) and the existing golf course. The property complies with the regulations for the "PUD" District.

Notices have been sent to the property owners within 300 foot radius, as required, and published in the newspaper twenty (20) days prior to the Public Hearing. A Public Hearing will be held on the following days:

August 21, 2017 at 9:00 a.m.: City of Muskogee Planning & Zoning Commission

August 22, 2017 at 4:00 p.m.: Public Works Committee

August 28, 2017 at 7:00 p.m. Muskogee City Council Meeting.

Councilmember Patrick Cale asked Planning Director Gary Garvin if the drainage map he was referencing had been amended.

Planning Director Gary Garvin stated that earlier that morning, after meeting with Engineer Greg Armstrong, the arch culvert had been changed. One of the concerns was the depth needed for the culvert. The new design will not have any impact on the abutting properties. The new design is the most capable for handling the water flow.

Councilmember Dan Hall asked where the majority of the water would flow.

Mr. Garvin stated part of the water is going to travel south down the ditch on Country Club Rd. The water flowing north will go to a retention pond the Country Club will be installing which will decrease the water flowing south and increase water flowing north. Mr. Garvin stated the City is looking at installing sidewalks in the area at the same time as the storm water repairs to allow pedestrian traffic.

Applicant Mike Ross gave an overview of Muskogee Golf Course, LLC and spoke in regards to rezoning the property located at 2400 N. Country Club Rd. (Muskogee Golf Course, LLC). He stated the management group will recommend to the ownership group that the homes will have a 1,600 square foot minimum, can be two (2) stories, 80% brick/rock/stucco, and cannot have privacy or chain link fencing (requirements being a wrought iron fence).

Councilmember Marlon Coleman stated he would like to see something in writing regarding the covenant instead of hoping owners will abide by the recommendations.

Mr. Garvin stated the City does not enforce approved covenants so they are not looked at for any development.

Bob Buckley, 2800 Fort Davis Dr., stated he is an avid golfer who has been a long time dues payer. He is not part of the ownership group, but glad there is one. Several years ago the Country Club was on the verge of closing and the ownership group stepped up, used their money, and put a lot of hard work into keeping the golf course open. He does not see any negatives by doing this project. It is a beautiful golf course and it is going to be constructed in good taste. This project will be a plus for the Country Club owners and the City of Muskogee.

Joey Dills, 7315 S. Gary Pl., Tulsa OK, stated Muskogee was his home until he left for college. He does not live in Muskogee now, but is one of the owners in the ownership group. His desire after he retires is to return to Muskogee and own one of the patio homes being built.

William Fillman, 4001 Putter Pl., stated he was born and raised in Muskogee. He left while he was in the military and returned to Muskogee as the Director of the Veteran's Administration (VA) Regional Office. In his last nine (9) years he was able to bring in over 1,000 jobs to the VA Regional Office in Muskogee. Unfortunately not all of those people were able to find homes in Muskogee, at least the type of homes they were looking for. He feels this addition will greatly enhance Muskogee and bring people to the City of Muskogee. Mr. Fillman stated just because you own a home on the golf course does not mean you have the right to always have that view. He feels this item should pass and appreciates the Mayor's support.

Leisha Haworth, 2711 N. Country Club Dr., stated she is a former member and stockholder of Muskogee Country Club, LLC, and she was also a former economic developer for the City of Muskogee. She knows first hand how critical it is to have the wonderful Muskogee Golf Course and how to utilize it in creating and maintaining economic development for the City both in recruitment and retention for business of all kinds. As a life long homeowner growing up and living across the street from the golf course, she is a little reluctant to see a new housing development, but she also understands the need for it. Ms. Haworth stated she would like to know if property valuations were available to the public and if the valuation will include quantifiable and qualifiable data so homeowners can know and understand how it affects the property in the nearby vicinity. Ms. Haworth handed packets to the Councilmembers which included a Google Earth picture of her home to show the location of her home in reference to the golf course. She stated there are ponds directly across the street that she loves, until it rains. When it rains it causes the ponds to overflow and forces the water into her front yard. The water can get as high as five (5) to seven (7) feet and 100 yards long by 100 yards wide. This is creating a lot of physical damage to her property. Ms. Haworth stated she would like to know if the engineering studies focus on alleviating the potential flooding and runoff of the new development or will this runoff go to the existing retention ponds and how will the City handle this potential flooding.

Councilmember Patrick Cale asked Ms. Haworth if the retaining wall in her front yard would be cause for the water pooling and not draining.

Ms. Haworth stated she could not give a definite answer, but she can say that the water overflowing from the storm water drains is causing a lot of the problem.

Councilmember Patrick Cale asked Assistant City Manager Mike Stewart if the City has looked at the drainage problem on the north ridge where Ms. Haworth's house is located.

Mr. Stewart stated he agrees there is a problem on the north ridge, but does not feel the new retention pond is going to make it worse or better. The drainage issue is something the City will need to look into.

Mayor Bob Coburn stated he would like to clarify that they are referring to stormwater and not sanitary sewer water drainage issues.

Councilmember Ivory Vann stated he took a tour of the Country Club neighborhood and golf course and saw that the drainage area around Ms. Haworth's house was blocked by dirt and debris. Mr. Vann stated that applicant, Mike Ross, cleaned the drainage grate. Mr. Vann thanked Mr. Ross for being a man of his word and for cleaning the drainage grate and informed Ms. Haworth this may help with some of her drainage problems.

Theresa Reutlinger, 2500 Shelby Ct., stated she feels like the City should require a covenant for legal purposes instead of trusting someone's "word". She recommended the City hire a non biased appraiser (someone not living in the City) of Muskogee to appraise the homes in the Country Club neighborhood. She feels the fencing requirements still need to be dealt with and suggested this item be tabled.

Planning Director Gary Garvin stated Chris Roland with Sooner State Appraisal gave him a copy of the plan specifications to anticipate what affect this project will have on property values he explained. We cannot be 100% sure of what affect this will have until the property is developed, bought, and sold, so we had to go by a professional opinion. Mr. Garvin stated Mr. Roland had no affiliation with the golf course. If someone is needing the appraisal information they can contact the appraiser.

Justin Stout, 3600 Country Club Dr., stated he would like to know if any other independent appraisers were contacted or was it just Mr. Roland, and was Mr. Roland informed there would be a direct impact to the properties to the west or was the neighborhood conducted globally. Mr. Stout stated his problem with this project is the affect it has on the golf course itself and the overall number of lots, the effect this will have on neighboring properties to the west in particular, and the tactics being used to get them passed. He agrees the golf course is an asset to the City and should be preserved, and stated the course and game have changed over time due to technology and human strength. He feels this project will not allow for the course to be lengthened and does not know that the project will create growth.

Councilmember Dan Hall asked Mr. Garvin if all the lots are up to code and if they are buildable lots.

Planning Director Gary Garvin stated the City is not making the lots smaller to fit the new homes, but the "PUD" will allow smaller lots and will meet the requirements of the "PUD" Ordinance and will limit the number of homes being built to 27. A "PUD" allows for the homes to be a part of the golf course and not just the traditional layout like the "R-1" residential homes.

Councilmember Dan Hall stated the Country Club has changed a lot over the years and

people in the neighborhood have always worried that these changes will affect the values of the homes, but the reality is people came together to buy the property and are wanting to build much needed houses. The men that purchased the property have the right to develop the property and as a Councilmember, Mr. Hall does not feel like he has the right to tell the men "no".

Councilmember Ivory Vann asked applicant Mike Ross if the Country Club was doing well would they even be considering building homes on the golf course and will it take all 27 homes to get the golf course out of debt.

Applicant Mike Ross stated these homes are being built to help with the debt, but will not get them out of debt.

Councilmember Dan Hall stated there will always be recurring debt at the golf course and you do not get out of debt by owning a golf course.

Applicant Mike Ross stated if they can reduce their debt and possibly give some of the investors some of their money back, he feels they can maintain the future of the golf course.

Mayor Bob Coburn closed the Public Hearing.

Motion was made by Deputy Mayor James Gulley, seconded by Councilmember Dan Hall to approve Ordinance 4025-A rezoning the property located at 2400 N. Country Club Road (Muskogee Golf Club), more particularly described in Ordinance 4025-A, from "A" Agricultural District to "PUD" Planned Unit Development District.

AYE: Mayor John R. Coburn, Deputy Mayor James Gulley, Councilmember Janey Boydston, Councilmember Patrick Cale, Councilmember Marlon Coleman, Councilmember Dan Hall, Councilmember Wayne Johnson, Councilmember Derrick Reed, Councilmember Ivory Vann

Carried - Unanimously

- 7 Consider approval of the Preliminary Plat of Maxwell Villas Addition, consisting of twenty-seven (27) lots on 6.64 acres, located at 2400 N. Country Club Road (Muskogee Golf Club), or take other necessary action. (Gary D. Garvin)

Planning Director Gary Garvin stated the applicant, Muskogee Golf Club, LLC, has indicated the property is being platted into twenty-seven (27) lots on 6.64 acres to allow the property to be developed residentially. The applicant is proposing to build single-family dwellings on the property and rezone the property as a Planned Unit Development (PUD). The rezoning will be subject to an approved site plan. The preliminary plat serves as the site plan for PUD developments.

Motion was made by Deputy Mayor James Gulley, seconded by Councilmember Dan Hall to approve Preliminary Plat of Maxwell Villas Addition, consisting of twenty-seven (27) lots on 6.64 acres, located at 2400 N. Country Club Road (Muskogee Golf Club).

AYE: Mayor John R. Coburn, Deputy Mayor James Gulley, Councilmember Janey Boydston, Councilmember Patrick Cale, Councilmember Marlon Coleman, Councilmember Dan Hall, Councilmember Wayne Johnson, Councilmember Derrick Reed, Councilmember Ivory Vann

Carried - Unanimously

- 8 Consider approval of Emergency Contract with KBC Construction for Pollution Control repairs at the raw water pump station, or take other necessary action. (Greg Riley)

Public Works Direct Greg Riley stated this contract will allow for the emergency installation of a basket screen and hoist. The raw water pump station has three (3) large pumps and two (2) small pumps that transfer the raw water sewage into the treatment plant. In May of this year we completed repair on one of the large pumps and had it installed. At that time we had two large pumps up and running during a significant storm event. Some lumber debris came into the station through the 72 inch line that feeds it and knocked out both pumps within forty minutes of having the newly repaired pump in operation. The repairs to that pump cost approximately \$20,000.00 and we have had it repaired again from the aforementioned damage which cost approximately \$30,000.00. The basket screen, when installed will keep such debris out of the pumps and significantly reduce the risk of this happening again. We are currently running the station off of the smaller pumps and are having overflow issues in larger rain events. The repair on one (1) of the large pumps is nearly complete and see the need for this screen to be in place ASAP to avoid another breakdown. We have looked into the quoted contract prices and believe that we have a good price and this contract will save us 90 days over going out for bid. This work will be reimbursed out of the OWRB loan as part of the budgeted plant repairs in that loan.

Jay Updike with Holloway, Updike, and Bellen gave a presentation.

Mayor Bob Coburn asked Mr. Updike if the City was vulnerable with the number of pumps that are down right now.

Jay Updike stated yes, out of five (5) pumps, the larger pumps are completely out and two (2) of the smaller pumps are not working.

City Manager Mike Miller stated this is an immediate need and the City is trying to address the issue as quickly and efficiently as possible. He emphasized that even though they are working quickly, they are also being efficient to make sure the City pays the best price possible. Mr. Miller stated going through Council allows them to be reimbursed by the Oklahoma Water Resources Board (OWRB) because this is a large expense. Part of the loan had three (3) million dollars available for pollution plant improvements.

Motion was made by Councilmember Dan Hall, seconded by Councilmember Wayne Johnson to approve an Emergency Contract with KBC Construction for Pollution Control repairs at the raw water pump station.

AYE: Mayor John R. Coburn, Deputy Mayor James Gulley, Councilmember Janey Boydston, Councilmember Patrick Cale, Councilmember Marlon Coleman, Councilmember Dan Hall, Councilmember Wayne Johnson, Councilmember Derrick Reed, Councilmember Ivory Vann

Carried - Unanimously

- 9 Consider Approval of Ordinance 3972-A amending the City of Muskogee, Oklahoma Code of Ordinances, Section 2-136, Application Of Uniform Method Of Filling Vacancies On Board And Commissions, Public Trusts Or Other Entities; Within Article V, Boards And Commissions, Division 1, Generally; Providing For The Power Of Appointment Specific To Each Board, Commission, Public Trust Or Entity; Providing For Repealer, Severability, And Setting An Effective Date. (Roy D. Tucker)

City Attorney Roy D. Tucker stated on July 13, 2015, the City Council created Section 2-136. This section modified the manner in which appointments to boards and commissions were made by allowing each board vacancy to be appointed from the list within each cycle. Within each cycle there were nine (9) members, each member had the power of appointment for any vacancy that arose, as it arose. This method has created some concern because in certain instances one (1) member may have multiple appointments on one (1) board. For example, A councilor may fill a vacancy on the Board of Adjustments, and then two (2) years later during the next vacancy, it may be that same Councilor's turn in the cycle to appoint another member. The proposed amendment to the ordinance corrects this. If adopted, each member of the Council would have one (1) appointment to all boards, trusts and commissions in cases where the board has nine (9) members. In cases where a board has fewer than nine (9), such as Urban Renewal Authority, five (5) members will each appoint a member, then upon the next vacancy, the next Councilmember who has not exercised an appointment will have an opportunity until all nine (9) members have made one (1) appointment.

Motion was made by Councilmember Dan Hall, seconded by Councilmember Patrick Cale to approve Ordinance 3972-A amending the City of Muskogee, Oklahoma Code of Ordinances, Section 2-136, Application Of Uniform Method Of Filling Vacancies On Board And Commissions, Public Trusts Or Other Entities; Within Article V, Boards And Commissions, Division 1, Generally; Providing For The Power Of Appointment Specific To Each Board, Commission, Public Trust Or Entity; Providing For Repealer, Severability, And Setting An Effective Date.

AYE: Mayor John R. Coburn, Deputy Mayor James Gulley, Councilmember Janey Boydston, Councilmember Patrick Cale, Councilmember Marlon Coleman, Councilmember Dan Hall, Councilmember Wayne Johnson, Councilmember Derrick Reed, Councilmember Ivory Vann

Carried - Unanimously

RECOGNIZE CITIZENS WISHING TO SPEAK TO THE MAYOR AND COUNCIL.

Council Rules of Decorum limit citizen comments to three (3) minutes. Any person desiring to speak is required to sign-in with the City Clerk, provide their name, address, and the particular issue they wish to address. Under Oklahoma law, the Council Members are prohibited from discussing or taking any action on items not on today's agenda. If written materials are to be submitted to the Council twelve (12) copies should be made available, and may not be returned.

Stephen Ezell, 6121 S. 6th St. E., stated while walking in the mall he saw a shirt making a derogatory statement directed at the police. Mr. Ezell stated the men and women of the Muskogee Police Department sacrifice their lives to help keep us safe. He feels when people see law enforcement they should thank them for their service and for keeping the City safe.

Theresa Reutlinger, 2500 Shelby Ct., asked City Attorney Roy D. Tucker why there are the same people on the Public Works Committee and City Council and one (1) that is also on the Planning Committee.

City Attorney Roy D. Tucker stated it is required by Ordinance that there be a Councilmember on the Planning Committee. The Planning Committee and City Council are where items get passed. The Finance Committee and Public Works Committee is a working committee where the items are discussed to be considered by the City Council, so they are hearing the item twice, once during the working Committee meeting and again if it eligible to be passed and effective at that time.

Theresa Reutlinger, asked Mr. Tucker if it is possible to have less meetings during the week so people have time to research meeting items.

Mr. Tucker stated this can be done in the discretion to be set up by Ordinance.

Councilmember Derrick Reed, 550 S. 7th St., stated he was drafted by Councilmember Ivory Vann to speak. Mr. Reed stated Councilmember Ivory Vann had a project for the Rotary Park located on South 24th St. Mr. Vann contacted Parks and Recreation to have bleachers built at the park, but was informed that Parks and Recreation did not have the funds for this project. Mr. Vann also had a vision of the park having a barbeque grill on site. Within one (1) hour Mr. Vann raised over \$590.00 in personal donations for the new barbeque grill and for Rotary Park to have the same luxury as other parks in the community. Mr. Reed wanted to take the opportunity to acknowledge and thank those who supported getting a grill for the Rotary Park area that was not able to be funded through the City.

City Manager Mike Miller stated that when there is a parks project, the City does what they can with the budget and the citizens and community get involved in private fund raising to make the projects even better and they are thankful for it.

Councilmember Ivory Vann, 4338 Columbus St., stated he would like to thank the City department heads and City employees for making a difference in the City.

10 Consider an Executive Session to discuss and take possible action on the following:

Motion was made by Councilmember Dan Hall, seconded by Councilmember Janey Boydston to approve an Executive Session.

AYE: Mayor John R. Coburn, Deputy Mayor James Gulley, Councilmember Janey Boydston, Councilmember Patrick Cale, Councilmember Marlon Coleman, Councilmember Dan Hall, Councilmember Wayne Johnson, Councilmember Derrick Reed, Councilmember Ivory Vann

Carried - Unanimously

- A Pursuant to Section 307B.2, Title 25, Oklahoma Statutes, consider convening in Executive Session to discuss negotiations with the Fraternal Order of Police, Lodge No. 95, and if necessary, take appropriate action in open session. (Kelly Plunkett)
- B Pursuant to Section 307B.2, Title 25, Oklahoma Statutes, consider convening in Executive Session to discuss negotiations with the International Association of Fire Fighters, Local No. 57, and if necessary, take appropriate action in open session. (Kelly Plunkett)
- C Pursuant to Section 307B.2, Title 25, Oklahoma Statutes, consider convening in Executive Session to discuss negotiations with the American Federation of State, County and Municipal Employees, Local #2465, and if necessary, take appropriate action in open session. (Kelly Plunkett)
- D Pursuant to Section 307B.4, Title 25, Oklahoma Statutes, consider convening in Executive Session to discuss the worker's compensation claim of Robert Conley, and if necessary, take appropriate action in open session. (Roy D. Tucker)
- E Pursuant to Section 307B.4, Title 25, Oklahoma Statutes, consider convening in Executive Session to discuss the worker's compensation claim of Michelle Ogden, and if necessary, take appropriate action in open session. (Roy D. Tucker)

Council reconvened to Regular Session at 9:35 p.m. The meeting was called to order by Mayor Bob Coburn and the City Clerk Called Roll as follows:

Members Present: Mayor Bob Coburn, Deputy Mayor James Gulley, Councilmembers; Janey Boydston, Marlon Coleman, Dan Hall, Derrick Reed, Ivory Vann, Patrick Cale

(No Action Taken): Pursuant to Section 307B.2, Title 25, Oklahoma Statutes, consider convening in Executive Session to discuss negotiations with the Fraternal Order of Police, Lodge No. 95, and if necessary, take appropriate action in open session. (Kelly Plunkett)

Pursuant to Section 307B.2, Title 25, Oklahoma Statutes, consider convening in Executive Session to discuss negotiations with the International Association of Fire Fighters, Local No. 57, and if necessary, take appropriate action in open session. (Kelly Plunkett)

Motion was made by Councilmember Wayne Johnson, seconded by Councilmember Dan Hall to approve the Memorandum of Understanding (MOU) between the International Association of Fire Fighters (IAFF), Local No. 57, and the City of Muskogee, related to vacation block scheduling.

AYE: Mayor Bob Coburn, Deputy Mayor James Gulley, Councilmembers; Janey Boydston, Marlon Coleman, Dan Hall, Patrick Cale, Derrick Reed, Ivory Vann
Carried - Unanimously

(No Action Taken): Pursuant to Section 307B.2, Title 25, Oklahoma Statutes, consider convening in Executive Session to discuss negotiations with the American Federation of State, County and Municipal Employees, Local #2465, and if necessary, take appropriate action in open session. (Kelly Plunkett)

Pursuant to Section 307B.4, Title 25, Oklahoma Statutes, consider convening in Executive

Session to discuss the worker's compensation claim of Robert Conley, and if necessary, take appropriate action in open session. (Roy D. Tucker)

Motion was made by Councilmember Janey Boydston, seconded by Councilmember Dan Hall to approve the Worker's Compensation claim of Robert Conley in the amount of \$11,500.00.

AYE: Mayor Bob Coburn, Deputy Mayor James Gulley, Councilmembers; Janey Boydston, Marlon Coleman, Dan Hall, Patrick Cale, Derrick Reed, Ivory Vann
Carried - Unanimously

Pursuant to Section 307B.4, Title 25, Oklahoma Statutes, consider convening in Executive Session to discuss the worker's compensation claim of Michelle Ogden, and if necessary, take appropriate action in open session. (Roy D. Tucker)

Motion was made by Councilmember Dan Hall, seconded by Councilmember Janey Boydston to approve vesting the City Attorney with full settlement authority to handle the claims of Michelle Ogden at the upcoming mediation, within the range discussed during Executive Session.

AYE: Mayor Bob Coburn, Deputy Mayor James Gulley, Councilmembers; Janey Boydston, Marlon Coleman, Dan Hall, Patrick Cale, Derrick Reed, Ivory Vann
Carried - Unanimously

ADJOURN

JOHN R. COBURN, MAYOR

TAMMY L. TRACY, CITY CLERK

Regular City Council

1.

Meeting Date: 09/11/2017
Initiator: Karen Felts, Office Administrator
Department: Purchasing
Staff Information Source:

Information

AGENDA ITEM TITLE:

Approval of claims for all city departments August 17, 2017 through August 30, 2017.

BACKGROUND:

RECOMMENDED ACTION:

Fiscal Impact

Attachments

Claims 8.17.17 - 8.30.17

CITY OF MUSKOGEE CLAIMS
8-17-17 TO 8-30-17

CHECK NO	VENDOR NAME	CHECK DATE	CHECK AMOUNT
193181	ABIGAIL WRIGHT	8/18/2017	351.74
193182	ACCURATE LABS & TRAINING CENTE	8/18/2017	480.00
193183	ACTION GROUP STAFFING	8/18/2017	4,268.68
193184	ADVANCE AUTO PARTS 64771111001	8/18/2017	61.93
193185	AIRGAS USA LLC	8/18/2017	256.14
193186	ANIMAL MEDICAL CENTER #15597	8/18/2017	3,332.78
193187	APAC CENTRAL INC	8/18/2017	690.04
193188	FOREMOST PROMOTIONS	8/18/2017	229.00
193189	AT&T #918 147-0140 002 4	8/18/2017	1,012.00
193190	AT&T #918 147-5528 713 7	8/18/2017	378.00
193191	AT&T #918 682-2825 211 0	8/18/2017	1,033.62
193192	AT&T MOBILITY	8/18/2017	333.42
193193	AUFFENBERG CHEVROLET CADILLAC	8/18/2017	36.87
193194	B & J OIL CO INC	8/18/2017	14,853.41
193195	B & R ELECTRIC SERVICE INC	8/18/2017	2,580.00
193196	BANK OF OKLAHOMA-WEALTH MANAGE	8/18/2017	526.54
193197	BETTY OUTHIER WILLIAMS LAW OFF	8/18/2017	1,068.00
193198	BOUNDLESS NETWORK, INC.	8/18/2017	101.37
193199	BRENNTAG SOUTHWEST INC	8/18/2017	15,109.20
193200	BROKEN ARROW LAWN & GARDEN	8/18/2017	944.97
193201	BROWN'S SHOE FIT CO #87	8/18/2017	1,830.00
193202	BSN SPORTS	8/18/2017	2,108.49
193203	BSTS LLC DBA BLUE SHIELD TACTI	8/18/2017	897.00
193204	C & C SUPPLY AND SERVICE CO.	8/18/2017	54.00
193205	CARE AROUND THE CLOCK INC	8/18/2017	3,918.35
193206	ESTHELA CASALE	8/18/2017	54.00
193207	CDW GOVERNMENT INC	8/18/2017	1,071.09
193208	JAN CHAMPAGNE	8/18/2017	108.00
193209	CHARBONNEAU, BILLY JO	8/18/2017	72.00
193210	CHIEF FIRE & SAFETY	8/18/2017	389.00
193211	CITYWIDE PROPERTY MAINTENANCE	8/18/2017	2,577.78
193212	CLEET	8/18/2017	1,320.00
193213	CLEET	8/18/2017	6,461.81
193214	COWAN GROUP ENGINEERING LLC	8/18/2017	22,014.90
193215	CROWL OIL CO INC	8/18/2017	566.70
193216	DAVID'S DISCOUNT TIRES INC	8/18/2017	356.40
193217	EAST CENTRAL ELECTRIC	8/18/2017	301.95
193218	SARAH EATON	8/18/2017	90.00
193219	EXPRESS EMPLOYMENT PROFESSIONA	8/18/2017	2,482.43
193220	FASTENAL COMPANY	8/18/2017	47.20

CITY OF MUSKOGEE CLAIMS
8-17-17 TO 8-30-17

CHECK NO	VENDOR NAME	CHECK DATE	CHECK AMOUNT
193221	BETHANY FERGUSON	8/18/2017	72.00
193222	FIVE STAR OFFICE SUPPLY	8/18/2017	1,375.75
193223	FLEET SERVICE OF TULSA	8/18/2017	1,274.60
193224	FLEETPRIDE INC	8/18/2017	78.04
193225	GIL MILLER ROOFING	8/18/2017	4,825.00
193226	NIKYA GIVENS	8/18/2017	108.00
193227	GLOCK INC	8/18/2017	500.00
193228	GRISSOMS LLC	8/18/2017	309.43
193229	GT DISTRIBUTORS INC	8/18/2017	125.90
193230	HARRISON TIRE & SUPPLY	8/18/2017	229.00
193231	HOFFMAN PRINTING CO INC	8/18/2017	2,373.50
193232	HOGLE COMPANY	8/18/2017	785.35
193233	JEFF STRICKLAND	8/18/2017	151.01
193234	KEVIN HAMMONS	8/18/2017	79.00
193235	LAKE REGION ELECTRIC COOPERATI	8/18/2017	300.00
193236	LAMBERT VET SUPPLY	8/18/2017	376.99
193237	KAREN LAUDERDALE	8/18/2017	72.00
193238	LIBERTY FLAGS	8/18/2017	342.80
193239	LOCKE SUPPLY CO	8/18/2017	49.17
193240	LOVE BOTTLING CO - #107510	8/18/2017	55.21
193241	LOWES	8/18/2017	450.66
193242	MARVIN'S MOWERS AND OUTDOOR LL	8/18/2017	156.28
193243	MATHIS PRINTING	8/18/2017	147.00
193244	MEDNOW URGENT CARE LLC	8/18/2017	1,859.00
193245	MICHAEL BRAWLEY	8/18/2017	79.00
193246	MORGAN SERVICES COMPANY LLC	8/18/2017	175.00
193247	MUSKOGEE STAFFING SOLUTIONS, L	8/18/2017	2,967.30
193248	MUSKOGEE CHAMBER OF COMMERCE	8/18/2017	1,602.00
193249	MUSKOGEE COUNTY CLERK	8/18/2017	78.00
193250	MUSKOGEE DAILY PHOENIX	8/18/2017	46.70
193251	MUSKOGEE LOCK & KEY	8/18/2017	59.95
193252	OCT EQUIPMENT INC	8/18/2017	221.00
193253	OFFICE CONNECTIONS LLC	8/18/2017	224.79
193254	OFFICE DEPOT	8/18/2017	81.81
193255	OKLAHOMA NATURAL GAS	8/18/2017	771.23
193256	OKLAHOMA SECRETARY OF STATE	8/18/2017	55.00
193257	ONE SOURCE WATER LLC	8/18/2017	353.50
193258	OREILLY AUTO PARTS	8/18/2017	1,397.39
193259	PATE INDUSTRIAL SUPPLY INC	8/18/2017	892.37
193260	PIONEER ABSTRACT & TITLE COMPA	8/18/2017	84,439.00

CITY OF MUSKOGEE CLAIMS
8-17-17 TO 8-30-17

CHECK NO	VENDOR NAME	CHECK DATE	CHECK AMOUNT
193261	PIONEER ABSTRACT & TITLE COMPA	8/18/2017	57,361.00
193262	PITNEY BOWES GLOBAL FINANCIAL	8/18/2017	1,000.00
193263	PREMIER USA INC.	8/18/2017	959.76
193264	REMINGTON ARMS CO, LLC	8/18/2017	500.00
193265	RIVERSIDE AUTOPLEX OF MUSKOGEE	8/18/2017	277.20
193266	ROBERTS SALVAGE INC	8/18/2017	125.00
193267	ROBERTS TRUCK CENTER HOLDING C	8/18/2017	191.02
193268	ROGER RUFFNER	8/18/2017	11.77
193269	ROY'S UPHOLSTERY	8/18/2017	250.00
193270	ROYSE PRINTING CO	8/18/2017	144.00
193271	SADLER PAPER COMPANY	8/18/2017	902.53
193272	SIRCHIE FINGER PRINT	8/18/2017	837.03
193273	SLAPE, INETTE	8/18/2017	72.00
193274	SPS VAR, LLC	8/18/2017	7,045.00
193275	STAUB INVESTMENTS INC. DBA GAL	8/18/2017	32.00
193276	STUART C IRBY CO	8/18/2017	6,954.05
193277	SUDDENLINK	8/18/2017	8,402.76
193278	SUNSET CHEMICAL COMPANY	8/18/2017	200.00
193279	TECHNICAL PROGRAMMING SERVICES	8/18/2017	3,049.37
193280	TONY'S TIRE SERVICE INC	8/18/2017	600.00
193281	TRACTOR SUPPLY CO	8/18/2017	46.99
193282	TULSA ASPHALT LLC	8/18/2017	1,495.48
193283	UNIFIRST HOLDINGS LP	8/18/2017	1,047.94
193284	US TREASURY - CREDIT TO	8/18/2017	264.50
193285	USA BLUEBOOK	8/18/2017	511.57
193286	UTILITY TECHNOLOGY SERVICES IN	8/18/2017	111.60
193287	WALKER COMPANIES	8/18/2017	92.50
193288	WARREN CAT	8/18/2017	4,329.10
193289	WASTE MANAGEMENT OF OKLAHOMA I	8/18/2017	18,401.70
193290	WAYMAN, CINDY	8/18/2017	108.00
193291	WEST GROUP	8/18/2017	238.67
193292	WHATEVER IT TAKES	8/18/2017	212.00
193293	WHEELER METALS	8/18/2017	123.02
193294	WHITTINGHILL DISPOSAL SERVICE	8/18/2017	650.00
193295	LAURA WICKIZER	8/18/2017	18.00
193296	WOMEN WHO CARE, INC.	8/18/2017	5,000.00
193297	C & S STRUCTURES	8/18/2017	32.26
193298	CLARK, ANN	8/18/2017	57.03
193299	CLARK, EARL D	8/18/2017	52.59
193300	CROSBY, CINDY	8/18/2017	90.00

CITY OF MUSKOGEE CLAIMS
8-17-17 TO 8-30-17

CHECK NO	VENDOR NAME	CHECK DATE	CHECK AMOUNT
193301	CUSTOM TOUCH RENTALS	8/18/2017	136.28
193302	E & S PROPERTIES, LLC	8/18/2017	47.05
193303	GREEN COUNTRY OUTLET	8/18/2017	18.84
193304	GUTHRIE, CLARENCE	8/18/2017	12.39
193305	HASLER, JOHN G	8/18/2017	60.35
193306	HORNBUCKLE CAPITAL, LLC	8/18/2017	55.92
193307	INTERSATE PROPERTIES	8/18/2017	44.25
193308	KUEHN, DOMINIQUE MARIE	8/18/2017	50.89
193309	LEE, ROBERT	8/18/2017	58.75
193310	MORTON, PATRICIA	8/18/2017	26.27
193311	NITZEL, AARON S	8/18/2017	80.00
193312	PETTIT, JARROD	8/18/2017	48.15
193313	THOMASON, JENNIFER	8/18/2017	2.99
193314	THOMPSON, MARCIE W	8/18/2017	100.00
193315	VANHOOK, OSCAR JR.	8/18/2017	35.17
193316	WALL, SANDRA	8/18/2017	10.00
193317	WHITE SHANNON SUE	8/18/2017	21.14
193318	UTILITY TECHNOLOGY SERVICES IN	8/18/2017	780.00
193319	TAMMY TRACY	8/18/2017	1,017.00
193320	BECKETT, CHARLEE M	8/21/2017	70.00
193321	BRYSON, TERRY A	8/21/2017	60.00
193322	CANTWELL. CRYSTAL M	8/21/2017	56.43
193323	CARTER, MARY	8/21/2017	51.85
193324	CRABTREE, KENNETH W	8/21/2017	50.00
193325	CROSBY, CINDY	8/21/2017	16.65
193326	CUSTOM TOUCH RENTALS	8/21/2017	50.00
193327	DAVIS, BAILEY	8/21/2017	8.97
193328	DONATHAN, DENISE	8/21/2017	7.49
193329	FICHTE,, PHILIP F	8/21/2017	145.23
193330	FRONTIER RESOURCE DEV	8/21/2017	80.00
193331	GALE, ROGER D	8/21/2017	60.00
193332	KIZZIA, MELANIE	8/21/2017	17.96
193333	NAKHLA, SAMED A J	8/21/2017	11.59
193334	OWEN, DELORES	8/21/2017	10.00
193335	PITMAN, GABRIELLE A	8/21/2017	40.41
193336	REDO PROPERTIES	8/21/2017	62.00
193337	REEDER, JACKIE	8/21/2017	60.00
193338	STRAND, WILLIAM R JR.	8/21/2017	10.18
193339	TEEHEE, JOHNNY	8/21/2017	15.00
193340	WALDRON II, JAMES E	8/21/2017	260.30

CITY OF MUSKOGEE CLAIMS
8-17-17 TO 8-30-17

CHECK NO	VENDOR NAME	CHECK DATE	CHECK AMOUNT
193341	CUSTOM TOUCH RENTALS	8/22/2017	90.00
193342	HAILE, KENNETH ALLEN	8/22/2017	44.05
193343	HOYLER, JOSEPH D	8/22/2017	12.11
193344	ROYSE, BRANDON K	8/22/2017	35.81
193345	BLUECROSS/BLUE SHIELD OF OK	8/22/2017	57,770.85
193346	WASTE MANAGEMENT OF OKLAHOMA I	8/22/2017	17,666.90
193347	CLARK, EARL D	8/23/2017	60.91
193348	PALMER, KAY	8/23/2017	50.91
193349	PETTIT, JARROD	8/23/2017	7.75
193350	SHOUSE, JUDY K	8/24/2017	5.51
193351	STOUT, AJ	8/24/2017	221.36
193352	ACCURATE LABS & TRAINING CENTE	8/25/2017	3,455.00
193353	ACECO RENTAL AND SALES	8/25/2017	51.00
193354	ACTION GROUP STAFFING	8/25/2017	8,149.24
193355	ADVANCE AUTO PARTS 64771111001	8/25/2017	310.67
193356	AMERICAN INDUSTRIAL SUPPLY CO	8/25/2017	13.00
193357	APAC CENTRAL INC	8/25/2017	5,581.23
193358	AT&T #918 A04-0694 003 3	8/25/2017	760.00
193359	AUFFENBERG CHEVROLET CADILLAC	8/25/2017	72.89
193360	B & J OIL CO INC	8/25/2017	14,253.70
193361	B & R ELECTRIC SERVICE INC	8/25/2017	150.00
193362	BEN E. KEITH	8/25/2017	886.86
193363	BLESSED GROUND MAINTENANCE	8/25/2017	700.00
193364	BOB LYNCH	8/25/2017	51.29
193365	BRAINERD CHEMICAL COMPANY INC	8/25/2017	4,529.03
193366	BRENNTAG SOUTHWEST INC	8/25/2017	10,026.00
193367	BROKEN ARROW ELECTRIC	8/25/2017	2,358.97
193368	BROWN'S SHOE FIT CO #87	8/25/2017	0.00
193369	BROWN'S SHOE FIT CO #87	8/25/2017	0.00
193370	BROWN'S SHOE FIT CO #87	8/25/2017	9,425.00
193371	CDW GOVERNMENT INC	8/25/2017	1,426.34
193372	CHARLIE'S TRAILER SALES & SVC	8/25/2017	3,200.00
193373	CHIEF FIRE & SAFETY	8/25/2017	340.36
193374	CINCINNATI RADIATOR SERVICE IN	8/25/2017	89.00
193375	CITYWIDE PROPERTY MAINTENANCE	8/25/2017	1,365.07
193376	COMMUNITY TREASURES/NON-PROFIT	8/25/2017	40.00
193377	CUMMINS SOUTHERN PLAINS LTD	8/25/2017	80.00
193378	DAVID'S DISCOUNT TIRES INC	8/25/2017	2,064.62
193379	DEALERS ELECTRICAL SUPPLY	8/25/2017	539.98
193380	DICKMANN GLASS CO	8/25/2017	365.28

CITY OF MUSKOGEE CLAIMS
8-17-17 TO 8-30-17

CHECK NO	VENDOR NAME	CHECK DATE	CHECK AMOUNT
193381	DLT SOLUTIONS LLC	8/25/2017	3,171.33
193382	DUBOIS CHEMICALS INC	8/25/2017	350.00
193383	COLLEEN DURBIN	8/25/2017	950.00
193384	EAST CENTRAL ELECTRIC	8/25/2017	537.03
193385	EASTSIDE ANIMAL HOSPITAL	8/25/2017	27.84
193386	ELECTRO-MECH SCOREBOARD CO	8/25/2017	117.00
193387	EXCHANGE CLUB OF MUSKOGEE	8/25/2017	60.00
193388	EXPRESS EMPLOYMENT PROFESSIONA	8/25/2017	6,987.16
193389	FASTENAL COMPANY	8/25/2017	305.08
193390	FRANKIE STAR FIELDS	8/25/2017	6,500.00
193391	GLOBAL WET LLC DBA GLOBAL WET	8/25/2017	5,195.00
193392	GRAINGER	8/25/2017	600.00
193393	HACH COMPANY	8/25/2017	1,684.47
193394	HARRISON TIRE & SUPPLY	8/25/2017	128.00
193395	HIX AIR CONDITIONING SERVICE	8/25/2017	35.00
193396	HOGLE COMPANY	8/25/2017	17.70
193397	HOMELAND STORES INC	8/25/2017	412.12
193398	ICMA	8/25/2017	983.00
193399	THE J & E CORPORATION	8/25/2017	1,089.85
193400	JACK HOOPES	8/25/2017	15.04
193401	JAMES HODGE FORD-LINCOLN-MERC	8/25/2017	620.71
193402	KEVIN HERON TOOLS - SNAP ON	8/25/2017	268.00
193403	LAKE REGION ELECTRIC COOPERATI	8/25/2017	223.00
193404	LEADERSHIP OKLAHOMA	8/25/2017	150.00
193405	LOCKE SUPPLY CO	8/25/2017	46.92
193406	LOWES	8/25/2017	0.00
193407	LOWES	8/25/2017	2,466.89
193408	MARVIN'S MOWERS AND OUTDOOR LL	8/25/2017	359.41
193409	MEDCO SUPPLY (MASUNE SURG SPLY	8/25/2017	274.80
193410	MICAH FLEAK	8/25/2017	22.98
193411	MORGAN SERVICES COMPANY LLC	8/25/2017	50.00
193412	MUNICIPALH2O.COM	8/25/2017	1,000.00
193413	MUSKOGEE ABSTRACT & TITLE COMP	8/25/2017	24,975.00
193414	MUSKOGEE COUNTY CLERK	8/25/2017	13.00
193415	MUSKOGEE DAILY PHOENIX	8/25/2017	411.85
193416	MUSKOGEE FARMERS ASSOCIATION	8/25/2017	370.50
193417	MUSKOGEE LITTLE THEATER, INC.	8/25/2017	3,930.04
193418	MUSKOGEE LOCK & KEY	8/25/2017	85.95
193419	MUSKOGEE YOUTH SERVICES	8/25/2017	1,653.82
193420	NEWTON, BRYCE DBA	8/25/2017	455.00

CITY OF MUSKOGEE CLAIMS
8-17-17 TO 8-30-17

CHECK NO	VENDOR NAME	CHECK DATE	CHECK AMOUNT
193421	OFFICE CONNECTIONS LLC	8/25/2017	179.94
193422	OFFICE DEPOT	8/25/2017	492.64
193423	OKLAHOMA NATURAL GAS	8/25/2017	122.69
193424	OKLAHOMA SECRETARY OF STATE	8/25/2017	10.00
193425	OKLAHOMA TURNPIKE AUTHORITY (O	8/25/2017	7.54
193426	ONE SOURCE MANAGED SVCS	8/25/2017	3,070.95
193427	ONE SOURCE WATER LLC	8/25/2017	86.50
193428	OREILLY AUTO PARTS	8/25/2017	1,219.93
193429	PATE INDUSTRIAL SUPPLY INC	8/25/2017	299.06
193430	PHILIP FLANARY	8/25/2017	3.50
193431	PIONEER'S JANITORIAL SVC	8/25/2017	345.00
193432	PLANNING DESIGN GROUP	8/25/2017	7,010.00
193433	PREMIER TRUCK GROUP	8/25/2017	1,491.36
193434	PREMIER USA INC.	8/25/2017	839.79
193435	REMINGTON ARMS CO, LLC	8/25/2017	250.00
193436	ROBERTS TRUCK CENTER HOLDING C	8/25/2017	10.44
193437	ROSE STATE COLLEGE WORKFORCE &	8/25/2017	716.00
193438	ROYSE PRINTING CO	8/25/2017	1,250.00
193439	SADLER PAPER COMPANY	8/25/2017	207.40
193440	SB SERVICES LLC	8/25/2017	4,057.00
193441	STAUB INVESTMENTS INC. DBA GAL	8/25/2017	16.00
193442	SUPERIOR LINEN SERVICE INC	8/25/2017	310.28
193443	TECHNICAL PROGRAMMING SERVICES	8/25/2017	380.42
193444	TENDER TOUCH AUTO WASH INC	8/25/2017	455.00
193445	TIGER NATURAL GAS INC	8/25/2017	728.84
193446	TULSA ASPHALT LLC	8/25/2017	1,632.54
193447	UNIFIRST HOLDINGS LP	8/25/2017	1,084.96
193448	UTILITY SUPPLY CO	8/25/2017	3,754.76
193449	WARREN CAT	8/25/2017	640.42
193450	WASTE MANAGEMENT OF OKLAHOMA I	8/25/2017	1,570.93
193451	WELDON PARTS - MUSKOGEE	8/25/2017	383.14
193452	WEST GROUP	8/25/2017	751.90
193453	WHEELER METALS	8/25/2017	419.15
193454	BANK OF AMERICA	8/24/2017	3,239.44
193455	BLUECROSS/BLUE SHIELD OF OK	8/28/2017	32,176.01
193456	ARAUJO, RAUL JR	8/29/2017	26.40
193457	BENNETT, RICHARD E	8/29/2017	12.59
193458	BRANDT, WILL	8/29/2017	51.48
193459	BRANDT, WILLIAM	8/29/2017	43.70
193460	BREWER, JAMES DANIEL	8/29/2017	41.62

CITY OF MUSKOGEE CLAIMS
8-17-17 TO 8-30-17

CHECK NO	VENDOR NAME	CHECK DATE	CHECK AMOUNT
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193461	DIAMOND CREEK	8/29/2017	56.82
193462	GREEN, JIMMY D	8/29/2017	28.94
193463	HATAMI, MANOOOCHEHR	8/29/2017	250.00
193464	HELP HOUSING	8/29/2017	40.82
193465	KEENON, JESSIE F	8/29/2017	54.80
193466	LEE, ROBERT MARK	8/29/2017	42.03
193467	PETTIT, JARROD	8/29/2017	128.85
193468	REDO PROP	8/29/2017	38.15
193469	REDO PROPERTIES	8/29/2017	106.30
193470	RODRIGUEZ, GUADALUPE	8/29/2017	49.06
193471	RUBIO, VICTOR H	8/29/2017	49.09
193472	SANDERSFIELD, JOHN	8/29/2017	72.93
193473	THOMPSON, RAVEN B	8/29/2017	68.28
193474	VO, NHA THI	8/29/2017	64.80

Regular City Council**2.**

Meeting Date: 09/11/2017

Submitted For: Greg Riley, Public Works Initiator: Greg Riley, Public Works Director

Department: Purchasing

Staff Information Source: Greg Riley, Director of Public Works, Jim Wixom, Assistant Director of Public Works-Operations, David Garner, Street Superintendent, Robert Swepston, Director of Fleet Management, Donnie Wimbley, Purchasing Director

Information**AGENDA ITEM TITLE:**

Approval of the purchase of a Gradall Telescoping Excavator from Kirby Smith Machinery, Inc. in the amount of \$342,500.60 under the National Joint Powers Alliance (NJPA) Purchasing Agreement, or take other necessary action. (Greg Riley)

BACKGROUND:

The Street Department has had a Gradall Telescoping Excavator for over 40 years and it is one of our most important pieces of equipment. It is used almost daily to clean and grade ditches as well as other necessary tasks. The current machine is a 2004 model that is showing its age and needs to be replaced. There is only one competing vendor for the Gradall which is Badger. Badger only offers a smaller machine that will not meet our needs and the closest vendor is in Louisiana which makes it not a viable option. Since this will be a sole source purchase that is not part of the State Bid, we found a different avenue for purchase, the National Joint Powers Alliance (NJPA) which is a national purchasing agreement. The City is a member of the Alliance and has used it for smaller purchases in the past. This alliance gives us a comfortable price that is lower than the vendor's original quote to the City. This purchase was approved as part of the OWRB Loan and was budgeted at \$350,000. We plan on sending the old machine to an auction to maximize its sale price.

RECOMMENDED ACTION:

Approval of purchase of Gradall Telescoping Excavator from Kirby Smith Machinery, Inc. in the amount of \$342,500.60.

Fiscal Impact**FUNDING SOURCE:**

This purchase will be paid for out of the OWRB Loan. Account # 500-6560-432.62-95.

FUNDING SOURCE:

500-6560-432.62-95

Attachments

Gradall Quote

GRADALL®

GRADALL INDUSTRIES, INC.

January 1, 2017

To whom it may concern:

This is to inform you that Kirby Smith is the sole contracted Gradall dealer for equipment, parts, attachments, and warranty service in the State of Oklahoma. If you have any questions, please feel free to contact me.

Sincerely,

Mike J. Popovich

Mike J. Popovich
Vice President Excavator Product
Gradall Industries Inc.
406 Mill Ave S.W.
New Philadelphia, OH 44663
330.339.2211
Cell Ph. 330 204-9270
E-mail: mjpopovich@gradall.com



Contract #031014-GRD

GRADALL

XL3100 V 4x2

Original Quote Date: 8/9/2017

Bill To:

City of Muskogee

Machine Quote: 7687

Inquiry #:

Estimated Ship Date:

Ship To:

City of Muskogee

Customer: City of Muskogee

Customer PO:

The following is the quote confirmation for a XL3100 V 4x2. Please review the specification carefully and advise me if there are any discrepancies.

Model	Quantity	Description	Unit Price	Price
XL3100 V 4x2	1	HYDRAULIC EXCAVATOR, REMOTE, HIGHWAY SPEED 4X2		\$314,600.00
Upperstructure				
80365013	1	Seat Belt - Upper Cab	\$80.00	\$80.00
Chassis				
80789150	1	Air Conditioning Installation - Chassis	\$2,460.00	\$2,460.00
Attachments				
80655028	1	Boom Extension - 4 Ft. w/o Aux Hoses	\$10,040.00	\$10,040.00
80656092	1	Bucket - 60" Ditching w/Bolt On Cutting Edge	\$5,120.00	\$5,120.00
80456022	1	Bucket - Excavating - 36"	\$5,160.00	\$5,160.00
80755023	1	Fixed Thumb Grapple	\$9,600.00	<u>\$9,600.00</u>

Machine & Attachment List Price: \$347,060.00

Less Discounts 4.00%: (\$13,882.40)

Total Machine & Attachment Net Price: \$333,177.60

No Extended Warranty: \$0.00

Option: Fuel filter service: \$950.00

Option: Amber flashing light: \$2,000.00

Training: Operator & Service: \$1,050.00

Net Option:

PDI \$1,200.00

Freight

FOB Gradall Industries, Inc. Factory to Tulsa, OK. and then to Muskogee, OK. - (FC1) : \$4,123.00

\$342,500.60

Terms: NET 30

Standard Warranty: 12 months or 1500 hours

Standard shipping terms are FOB factory (FC1) - New Philadelphia, Ohio unless otherwise noted in the freight column.

Comments Section:

Note:

Freight charges for transport of unit and attachments will be added to invoice at time of shipment

Note: The above quote is valid until 11/7/2017

Please sign below showing you have reviewed the specifications and accept the above terms.

NAME: _____

DATE SIGNED: _____

Contact Information:

Connie S. Popovich, Inside Sales, Gradall Industries, 406 Mill Avenue S.W., New Philadelphia, Ohio 44663 , Phone: 330-339-8342 , Fax: 330-339-8468 , Email: cspopovich@gradall.com

Print Generated by Gradall Industries, LLC Printed by: Connie Popovich on 8/9/2017



Official
CERTIFICATE OF MEMBERSHIP

City of Muskogee

Member #17934

This certificate entitles the entity named above the opportunity to purchase off of nationally, competitively solicited contracts. The entity will save time by using NJPA contracts, save money by leveraged volume pricing and obtain quality products from nationally acclaimed vendors.

A stylized, handwritten signature in dark blue ink, appearing to read "Chad Coauette", is positioned above a horizontal line.

Dr. Chad Coauette, PhD, Executive Director / CEO



Regular City Council**3.**

Meeting Date: 09/11/2017
Initiator: Karen Felts, Office Administrator
Department: Purchasing
Staff Information Source:

Information**AGENDA ITEM TITLE:**

Approval of lowest bid in the amount of \$0.03 per dekatherm for the purchase of Natural Gas for eight (8) facilities, (Muskogee Civic Center, Central Fire Department, Pollution Control Plant, Water Treatment Plant, Muskogee Teen Center, Muskogee Swim and Fitness, Fleet, and City Hall) to Tiger Natural Gas, Inc., or take any other necessary action. (Gary Garvin)

BACKGROUND:

The City has 8 facilities that use more than 900 dekatherms and will be part of this contract (Muskogee Civic Center, Central Fire Department, Pollution Control Plant, Water Treatment Plant, Muskogee Teen Center, Muskogee Swim and Fitness, Fleet, and City Hall) Tiger Natural Gas has quoted a mark up over the index price of \$0.03 lower than the previous years that was \$0.05.

RECOMMENDED ACTION:

Approve awarding lowest bid in the amount of \$0.03 per dekatherm for the purchase of Natural Gas for 8 facilities, (Muskogee Civic Center, Central Fire Department, Pollution Control Plant, Water Treatment Plant, Muskogee Teen Center, Muskogee Swim and Fitness, Fleet, and City Hall) to Tiger Natural Gas, Inc., or take any other necessary action.

Fiscal Impact

FUNDING SOURCE:
100-3510-415-4310

Attachments

Tabulation Sheet
Cost Savings Analysis



Tabulation Sheet

City of Muskogee

Bid Item: 3rd Party Natural Gas Supply
Date: 8/14/2017
Department: Purchasing

Approved by Purchasing: _____

Approved by City Council: _____

Vendors	First of Month Nominations	Mid-Month Balancing	Monthly Maintenance & Admin. Fees	Max of 10% overage/under per month			
Mustang Fuel Corporation ✓	Flat	0	\$150 per month	0			
Tiger Natural Gas ✓	0.03	0.03	No Costs	0.015			
Constellation ✓	0.15		No Costs				
Mansfield Oil Company ✓	0.09	0.05	NA	0.10			
Oklahoma Energy Source ✓	0.09	0.09	NA				

Witnessed by:

Dannie R. Wiley
Russ Andis

Approved by:



Inc.

COST SAVINGS ANALYSIS
CITYOF MUSKOGEE - NEW CONTRACT ANALYSIS

LDC: ONG

DATE	VOLUME (Dth)	PRICE PER Dth	TOTAL COST	NEW		TIGER		SAVINGS @ \$0.05	VOLUMES (Dth)	\$.03 PRICE / Dth	TOTAL COST	SAVINGS @ \$.03	SAVINGS ON NEW CONTRACT
				VOLUMES (Dth)	\$.05 PRICE / Dth	TOTAL COST	OLD VOLUMES (Dth)						
May-17	687.0	\$ 4.940	\$ 3,393.78	687.0	\$ 2.700	\$ 1,854.90	\$ 1,538.88	687.0	\$ 2.680	\$ 1,841.16	\$ 1,552.62	\$ 302.28	
Apr-17	928.0	\$ 4.530	\$ 4,203.84	928.0	\$ 2.700	\$ 2,505.60	\$ 1,698.24	928.0	\$ 2.680	\$ 2,487.04	\$ 1,716.80	\$ 788.80	
Mar-17	1375.0	\$ 4.515	\$ 6,208.13	1,895.0	\$ 2.340	\$ 4,434.30	\$ 1,773.83	1375.0	\$ 2.320	\$ 3,190.00	\$ 3,018.13	\$ 1,416.18	
Feb-17	1640.0	\$ 4.630	\$ 7,593.20	2,360.0	\$ 3.110	\$ 7,339.60	\$ 253.60	1640.0	\$ 3.090	\$ 5,067.60	\$ 2,525.60	\$ 4,814.00	
Jan-17	2133.0	\$ 4.188	\$ 8,933.00	2,604.0	\$ 3.680	\$ 9,582.72	\$ (649.72)	2133.0	\$ 3.660	\$ 7,806.78	\$ 1,126.22	\$ 8,456.50	
Dec-16	2158.0	\$ 4.053	\$ 8,746.37	2,485.0	\$ 3.060	\$ 7,604.10	\$ 1,142.27	2158.0	\$ 3.040	\$ 6,560.32	\$ 2,186.05	\$ 5,418.05	
Nov-16	737.0	\$ 3.793	\$ 2,795.44	737.0	\$ 2.540	\$ 1,871.98	\$ 923.46	737.0	\$ 2.520	\$ 1,857.24	\$ 938.20	\$ 933.78	
Oct-16	380.0	\$ 4.563	\$ 1,733.94	380.0	\$ 2.710	\$ 1,029.80	\$ 704.14	380.0	\$ 2.690	\$ 1,022.20	\$ 711.74	\$ 318.06	
Sep-16	377.0	\$ 4.540	\$ 1,711.58	377.0	\$ 2.620	\$ 987.74	\$ 723.84	377.0	\$ 2.600	\$ 980.20	\$ 731.38	\$ 256.36	
Aug-16	265.0	\$ 4.503	\$ 1,193.30	265.0	\$ 2.560	\$ 678.40	\$ 514.90	265.0	\$ 2.540	\$ 673.10	\$ 520.20	\$ 158.21	
Jul-16	178.0	\$ 3.322	\$ 591.32	178.0	\$ 2.610	\$ 464.58	\$ 126.74	178.0	\$ 2.590	\$ 461.02	\$ 130.30	\$ 334.28	
Jun-16	123.0	\$ 3.334	\$ 410.08	123.0	\$ 1.830	\$ 225.09	\$ 184.99	123.0	\$ 1.810	\$ 222.63	\$ 187.45	\$ 37.64	
May-16	283.0	\$ 3.413	\$ 965.88	283.0	\$ 1.780	\$ 503.74	\$ 462.14	283.0	\$ 1.760	\$ 498.08	\$ 467.80	\$ 35.94	
Apr-16	392.0	\$ 3.262	\$ 1,278.70	523.0	\$ 1.620	\$ 847.26	\$ 431.44	392.0	\$ 1.600	\$ 627.20	\$ 651.50	\$ 195.76	
Mar-16	1185.0	\$ 3.298	\$ 3,908.13	1,705.0	\$ 1.530	\$ 2,608.65	\$ 1,299.48	1185.0	\$ 1.510	\$ 1,789.35	\$ 2,118.78	\$ 489.87	
Feb-16	1628.0	\$ 3.314	\$ 5,395.19	2,348.0	\$ 2.090	\$ 4,907.32	\$ 487.87	1628.0	\$ 2.070	\$ 3,369.96	\$ 2,025.23	\$ 2,882.09	
Jan-16	2705.0	\$ 3.450	\$ 9,332.25	3,177.0	\$ 2.160	\$ 6,862.32	\$ 2,469.93	2705.0	\$ 2.140	\$ 5,788.70	\$ 3,543.55	\$ 3,318.77	
Dec-15	1519.0	\$ 3.223	\$ 4,895.74	1,846.0	\$ 2.130	\$ 3,931.98	\$ 963.76	1519.0	\$ 2.110	\$ 3,205.09	\$ 1,690.65	\$ 2,241.33	
Nov-15	813.0	\$ 3.943	\$ 3,205.66	813.0	\$ 1.930	\$ 1,569.09	\$ 1,636.57	813.0	\$ 1.910	\$ 1,552.83	\$ 1,652.83	\$ (83.74)	
Oct-15	291.0	\$ 5.186	\$ 1,509.13	291.0	\$ 2.430	\$ 707.13	\$ 802.00	291.0	\$ 2.410	\$ 701.31	\$ 807.82	\$ (100.69)	
Sep-15	168.0	\$ 5.157	\$ 866.38	168.0	\$ 2.430	\$ 408.24	\$ 458.14	168.0	\$ 2.410	\$ 404.88	\$ 461.50	\$ (53.26)	
Aug-15	108.0	\$ 5.109	\$ 551.77	108.0	\$ 2.670	\$ 288.36	\$ 263.41	108.0	\$ 2.650	\$ 286.20	\$ 265.57	\$ 22.79	
Jul-15	144.0	\$ 4.453	\$ 641.23	144.0	\$ 2.620	\$ 377.28	\$ 263.95	144.0	\$ 2.600	\$ 374.40	\$ 266.83	\$ 110.45	
Jun-15	136.0	\$ 4.451	\$ 605.34	136.0	\$ 2.660	\$ 361.76	\$ 243.58	136.0	\$ 2.640	\$ 359.04	\$ 246.30	\$ 115.46	
May-15	439.0	\$ 4.538	\$ 1,992.18	439.0	\$ 2.290	\$ 1,005.31	\$ 986.87	439.0	\$ 2.270	\$ 996.53	\$ 995.65	\$ 9.66	
Apr-15	568.0	\$ 5.035	\$ 2,859.88	1,088.0	\$ 2.450	\$ 2,665.60	\$ 194.28	568.0	\$ 2.430	\$ 1,380.24	\$ 1,479.64	\$ 1,185.96	
Mar-15	1457.0	\$ 4.541	\$ 6,616.24	1,977.0	\$ 2.680	\$ 5,298.36	\$ 1,317.88	1457.0	\$ 2.660	\$ 3,875.62	\$ 2,740.62	\$ 2,557.74	
Feb-15	2371.0	\$ 4.820	\$ 11,428.22	3,091.0	\$ 2.660	\$ 8,222.06	\$ 3,206.16	2371.0	\$ 2.640	\$ 6,259.44	\$ 5,168.78	\$ 3,053.28	
Jan-15	2886.0	\$ 5.154	\$ 14,874.44	3,357.0	\$ 3.070	\$ 10,305.99	\$ 4,568.45	2886.0	\$ 3.050	\$ 8,802.30	\$ 6,072.14	\$ 4,233.85	
Dec-14	2145.0	\$ 4.761	\$ 10,212.35	2,472.0	\$ 4.290	\$ 10,604.88	\$ (392.53)	2145.0	\$ 4.270	\$ 9,159.15	\$ 1,053.20	\$ 9,551.69	
Nov-14	1433.0	\$ 5.911	\$ 8,470.46	1,433.0	\$ 3.460	\$ 4,958.18	\$ 3,512.28	1433.0	\$ 3.440	\$ 4,929.52	\$ 3,540.94	\$ 1,417.24	
Oct-14	355.0	\$ 6.480	\$ 2,300.40	355.0	\$ 3.760	\$ 1,334.80	\$ 965.60	355.0	\$ 3.740	\$ 1,327.70	\$ 972.70	\$ 362.10	
Sep-14	127.0	\$ 6.434	\$ 817.12	127.0	\$ 3.770	\$ 478.79	\$ 338.33	127.0	\$ 3.750	\$ 476.25	\$ 340.87	\$ 137.92	
Aug-14	195.0	\$ 6.395	\$ 1,247.03	195.0	\$ 3.540	\$ 690.30	\$ 556.73	195.0	\$ 3.520	\$ 686.40	\$ 560.63	\$ 129.68	
Jul-14	211.0	\$ 6.593	\$ 1,391.12	211.0	\$ 4.260	\$ 898.86	\$ 492.26	211.0	\$ 4.240	\$ 894.64	\$ 496.48	\$ 402.38	
Jun-14	267.0	\$ 6.626	\$ 1,769.14	267.0	\$ 4.190	\$ 1,118.73	\$ 650.41	267.0	\$ 4.170	\$ 1,113.39	\$ 655.75	\$ 462.98	
May-14	309.0	\$ 6.768	\$ 2,091.31	309.0	\$ 4.460	\$ 1,378.14	\$ 713.17	309.0	\$ 4.440	\$ 1,371.96	\$ 719.35	\$ 658.79	
Apr-14	494.0	\$ 6.602	\$ 3,261.39	494.0	\$ 4.300	\$ 2,124.20	\$ 1,137.19	494.0	\$ 4.280	\$ 2,114.32	\$ 1,147.07	\$ 977.13	
Mar-14	1941.0	\$ 5.524	\$ 10,722.08	1,941.0	\$ 5.230	\$ 10,151.43	\$ 570.65	1941.0	\$ 5.210	\$ 10,112.61	\$ 609.47	\$ 9,541.96	
Feb-14	2531.0	\$ 5.199	\$ 13,158.67	2,531.0	\$ 5.150	\$ 13,034.65	\$ 124.02	2531.0	\$ 5.130	\$ 12,984.03	\$ 174.64	\$ 12,860.01	
Jan-14	2980.0	\$ 4.665	\$ 13,901.70	2,980.0	\$ 4.360	\$ 12,992.80	\$ 908.90	2980.0	\$ 4.340	\$ 12,933.20	\$ 968.50	\$ 12,024.30	
Totals:	41,062.0		\$ 187,783.10	47,828.0		\$ 149,215.02	\$ 38,568.1	41,062.0		\$ 130,543.63	\$ 57,239.5	\$ 91,975.55	

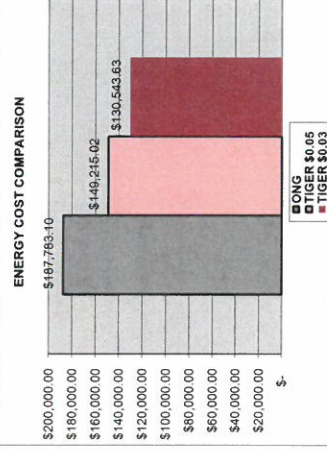
\$0.05 Contract

TOTAL DOLLAR SAVINGS	38,568.1
TOTAL PERCENTAGE SAVINGS	20.54%

\$0.03 Contract

TOTAL DOLLAR SAVINGS	57,239.5
TOTAL PERCENTAGE SAVINGS	30.48%

Note:



Regular City Council**4.**

Meeting Date: 09/11/2017
Initiator: Tish Callahan, Planning Asst.
Department: Planning
Staff Information Source:

Information**AGENDA ITEM TITLE:**

Approval of awarding contracts to the best bidder, Dirt Work Done Right, LLC, in the amount of \$2.50 per square foot for demolition of dilapidated structures, and low bidder Whittinghill Disposal Service, Inc., in the amount of \$15.95 per cubic yard for the trash, junk, and debris clearance project under the Community Development Block Grant Demolition and Clearance Projects Bid Group 38, or take other necessary action. (Tish Callahan)

BACKGROUND:

The City received a total of two (2) bids for the demolition and clearance project Bid Group 38 that were opened and read aloud on July 27, 2017 at 2:00 p.m.

Dirt Work Done Right, LLC \$2.50 sf – Demo \$28.00 cubic yd junk removal

Whittinghill Disposal Service, Inc \$2.35 sf – Demo \$15.95 cubic yd junk removal

The project consists of the demolition and removal of remaining debris of dilapidated structures and the cleanup and disposal of trash, junk and debris from scattered sites using the Community Development Block Grant funds. Bid Advertisement notices were mailed to twenty-two contractors and the Advertisement for Bidders was published in the local newspaper two consecutive weeks; twenty days prior to the bid opening date as required. A statement of facts as to previous experience in performing work of the same character and magnitude, with a specific request for a list of previous demolition projects with the contact information of references was requested. After review of the submitted items from Whittinghill Disposal Services, Inc., there are concerns with a federally funded grant project of this magnitude and the extensive reporting and the environmental agencies requirements that there were not any specific demolition projects referenced to indicate specific experience in completing a demolition project. Therefore, the recommendation is to award the Demolition project to Dirt Work Done Right, LLC and the Clearance project to Whittinghill Disposal Services, Inc.

RECOMMENDED ACTION:

Award contract to Dirt Work Done Right, LLC, in the amount of \$2.50 per square foot for demolition of dilapidated structures, and award contract to Whittinghill Disposal Service, Inc., in the amount of \$15.95 per cubic yard for the trash, junk, and debris clearance project under the Community Development Block Grant Demolition and Clearance Projects Bid Group 38.

Fiscal Impact**FUNDING SOURCE:**

Community Development Block Grant Funds –\$134,308
City Match as budgeted - \$100,000 demolition; \$34,308 clearance.

Attachments

BID TABULATION GROUP 38

Agreement Demolition Bid Group 38

Advertisement for Bidders_38



Bid Item: Demolition Bid Group 38

Date: 7/27/2017

Department: Planning

Approved by Purchasing:

Approved by City Council:

[illegible]

Witnessed by:

Approved by:

AGREEMENT

OWNER:

CITY OF MUSKOGEE
P.O. Box 1927
Muskogee, OK 74402
(918) 684-6232

CONTRACTOR:

PROJECT: CDBG BID GROUP 38 DEMOLITION

THIS AGREEMENT is dated as of the _____ **day of** _____, **2017** by and between the OWNER and CONTRACTOR each above identified and collectively referred to as the Parties.

WITNESSETH: That for and in consideration of the payments, covenants and agreements stated herein, the Parties agree as follows:

Article 1. SCOPE OF PROJECT.

1.1 CONTRACTOR shall demolish and remove all structures on each of the properties as given by City of Muskogee staff. Such demolition and removal of said structures on each property shall include the following: removal of the foundation, other hard surfaces, landscaping items (not otherwise exempted herein), and non-attached buildings.

1.2 CONTRACTOR shall remove any basement, cellar, cistern or dry well on the property after removing any standing water from within the same.

1.3 CONTRACTOR shall remove all trees which appear to be dead or diseased, and shall trim and discard trimmings from other trees on the property.

1.4 CONTRACTOR shall remove all shrubs or other foliage from the property not otherwise excluded by written notification from the owner.

1.5 CONTRACTOR shall remove and discard all fencing, if the same exists, on the property only after consent from adjacent property owner.

1.6 CONTRACTOR shall grade each property for proper drainage, leaving no low areas, and shall use topsoil suitable to sustain growth of native grasses and plants.

1.7 CONTRACTOR shall take care in leaving all curbs and sidewalks in the public right of way undamaged; however, CONTRACTOR shall replace a sidewalk in a manner which matches, as closely as possible, the existing sidewalk.

1.8 CONTRACTOR shall deposit any material to be discarded from the lot, including but not limited to, concrete, asphalt, wood, rock or brick in the Muskogee Landfill as required by City Code 82-741. Any material which CONTRACTOR desires to salvage shall be removed from the property no later than completed period of performance set forth in Article 2.

1.9 CONTRACTOR shall ensure that, during any period of performance of any duties identified in this Article, any and all streets, alleys or public ways shall remain clear of mud, debris and open to traffic. Should a street or other public way require temporary closure to perform any work in the opinion of the OWNER and CONTRACTOR jointly, the CONTRACTOR shall use proper signage to designate the closed area of any public way.

1.10 CONTRACTOR shall at all time's keep the premises in an orderly fashion and have all debris removed within seven (7) days of commencement of demolition or barricade and secure the property by physical and visual means to the Building Inspector's satisfaction until such time as work may be resumed.

1.11 CONTRACTOR shall be responsible for notification to the proper utility companies for disconnection and/or removal of any utility service connections affected by any Work and have sewer capped by a licensed plumbing contractor PRIOR TO DEMOLITION COMMENCING.

1.12 CONTRACTOR hereby guarantees the work and materials herein provided, for a period of one year from the date of final inspection of all work required by this contract. It is further agreed that the CONTRACTOR will furnish CITY with all manufacturers and suppliers' written guarantee and warranties covering materials and equipment furnished under this contract. Contractor shall maintain a file of pre and post photographic evidence of each structure demolished for the same one (1) year period and supply City with same.

Article 2. CONTRACT TIME.

2.1 The Work described in Article 1 shall be completed by NINETY (90) consecutive calendar days after the date when the Contract Time commences to run. Contract Time will commence to begin no later than thirty (30) calendar days after the date of Contract Award. Completed means the time in which the Project has progressed to the point where, in the opinion of the OWNER or their qualified designee, the Project is complete in accordance with this Agreement, so that the property can be utilized for the purposes intended.

2.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that the OWNER will suffer financial loss if the Work is not substantially complete within the time specified in paragraph 2.1 above. They also recognize the delays, expense and difficulties involved with a legal or arbitration preceding the actual loss suffered by the OWNER if the Work is not substantially

complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **\$100** for each calendar day that expires after the time specified in paragraph 2.1 for substantial completion until the Work is substantially complete.

Article 3. CONTRACT PRICE.

3.1 OWNER shall pay CONTRACTOR for performance of the Project in accordance with the PAYMENT PROCEDURES in Article 4 as follows:

1. Demolition and removal of remaining debris of dilapidated structures:

AMOUNT OF BID \$ _____ PER SQUARE FOOT

(Writing)

2. Removal of trash, junk and debris

AMOUNT OF BID \$ _____ PER CUBIC YARD

(Writing)

Article 4. PAYMENT PROCEDURES.

CONTRACTOR shall submit Claims for Payment to the CITY OF MUSKOGEE Planning Department to process Claims for payment.

4.1 PROGRESS PAYMENTS: OWNER will make progress payments on the basis of the CONTRACTOR'S Claims for Payment as recommended by the CITY OF MUSKOGEE PLANNING DEPARTMENT and approved by the Owner's respective governing bodies, on or about the first day of each month during demolition as provided below. All progress payments will be on the basis of the progress of the Work.

4.2 Prior to Completion of each individual structure demolition, progress payments will be in an amount equal to, but not to exceed 50 percent of the Project completed.

4.3 Upon Completion, upon satisfactory final inspection by the City of Muskogee Building Inspector of the individual property, OWNER will pay an amount sufficient to increase total payments to CONTRACTOR to 100% of the demolition cost,

less such amounts as the CITY OF MUSKOGEE PLANNING DEPARTMENT shall determine for completion of punch list items, if any.

4.4 Final Payment. Upon satisfactory final inspection by the City of Muskogee Building Inspector of all properties under contract, and after a claim for payment by CONTRACTOR has been made, OWNER will make payment of the remainder of the Contract Price to CONTRACTOR within thirty days after the Claim for payment has been received.

Article 5. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations.

5.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Project locality, with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Project.

Article 6. INCORPORATION OF SEPARATE DOCUMENTS.

In addition to the terms set forth herein, the OWNER and CONTRACTOR agree that the following documents are incorporated and made part of this Agreement.

- 6.1 Claim or Invoice Affidavit
- 6.2 Certificate of Non-Segregated Facilities
- 6.3 Certificate of Non-Discrimination
- 6.4 Equal Employment Opportunity
- 6.5 Contractor Section 3 Plan Format
- 6.6 State of Oklahoma Hold Harmless Clause
- 6.7 Certificate of Compliance with Air and Water Acts
- 6.8 Special Conditions Pertaining to Hazards, Safety Standards and Accident Prevention
- 6.9 Performance Bond (In the form of a Surety Bond or Cashier's Check)

Article 7. DEFAULT

7.1 If either party fails to comply with any term, condition or duty to the other as specified in this Agreement, that party may be in default. The non-defaulting party may then, at its sole option declares this Agreement in breach and suspend any future performance or tender of any monies due. Provided, no breach shall be declared, nor performance suspended, until the party in default is given notice of the same and a reasonable time, not exceeding thirty (30) days, to cure the default. However, this

provision is not intended to waive any rights held by a party to payment or obligations due to the other, prior to the breach.

Article 8. INSURANCE

8.1 During the term of the Agreement, the CONTRACTOR shall provide, pay for, and maintain, with companies satisfactory to the OWNER, the types of insurance described herein. All insurance shall be from responsible insurance companies eligible to do business in the State of Oklahoma. All liability policies (except professional liability and worker's compensation and employer's liability policies) shall provide that the OWNER is named additional insured as to the operations of CONTRACTOR.

8.2 CONTRACTOR shall provide the OWNER the following insurance:

- (1) Worker's compensation. CONTRACTOR shall maintain, during the term of the Contract, worker's compensation insurance as prescribed by the laws of the State of Oklahoma.
- (2) Commercial general liability insurance. CONTRACTOR shall maintain during the term of this Agreement sufficient commercial general liability Insurance to protect itself and any additional insured(s) from claims for bodily injury, including death, as well as from claims from property damages or loss, which may arise from activities, omissions and operations under this Agreement, whether such activities, omissions and operations be by the CONTRACTOR or by anyone directly or indirectly employed by or acting on behalf of or to the benefit of them. The amounts of such insurance shall be not less than the OWNER'S maximum liability under the Governmental Tort Claims Act, 51 O.S. § 151 et seq., as amended from time to time and currently are:
 - a. Property damage liability in an amount not less than Twenty-Five Thousand Dollars (\$25,000.00) per claimant for loss, damage to or destruction of property, including but not limited to consequential damages arising out of a single accident or occurrence.
 - b. All other liability in an amount not less than One Hundred Twenty-Five Thousand Dollars (\$125,000.00) per claimant for claims including death, personal injury, and all other claims arising out of a single accident or occurrence.
 - c. Single occurrence or accident liability in an amount not less than One Million Dollars (\$1,000,000.00) for any number of claims arising out of a single accident or occurrence.

- d. A rolling demolition bond shall also be posted with The City Clerk in an amount not less than Fifty Thousand Dollars (\$50,000) for any damage to city infrastructure. This may be in the form of cash or surety bond.

Note: If commercial general liability coverage is written in a "claims-made" form, CONTRACTOR shall also provide tail coverage that extends a minimum of one year from the expiration of this Agreement.

Article 9. MISCELLANEOUS.

9.1 **HOLD HARMLESS CLAUSE.** This agreement is made upon the express condition that the OWNER, their agents and employees, shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury, or death to any person, or destruction, damages, or theft of any property owned, operated, or otherwise utilized by CONTRACTOR, its agents, vendors, employees or third parties, from any cause or causes whatsoever, while in or upon said premises, or any part thereof during the term of this Agreement or occasioned by any occupancy or use of said premises or activity carried on by the CONTRACTOR its vendors, and/or employees in connection herewith. CONTRACTOR hereby covenants and agrees to indemnify, defend, save and hold harmless the City, its agents and employees from all liabilities, charges, expenses and costs on account of or by reason of any such injuries, deaths, liabilities, claims, suits or losses, however occurring, or damages, demands, costs, and attorneys fees growing out the same.

9.2 No assignment of this Agreement is permitted by CONTRACTOR.

9.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.4 The OWNER and CONTRACTOR acknowledge that during the term of this Agreement change orders may be required. As such, the parties agree to negotiate in good faith when the same is required, and that if approved by the respective parties, any change order shall be subject to the same terms and conditions as set forth herein.

9.5 Any delays caused by third parties are NOT the responsibility of the OWNER.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in THREE (3) counterparts each of which shall be deemed an original on the date first above written. All portions of the Separate Documents in Article 6 have been signed or identified by OWNER and CONTRACTOR as applicable.

**OWNER:
CITY OF MUSKOGEE**

John R. Coburn, MAYOR

ATTEST:

Tammy Tracy, CITY CLERK

(Seal)

APPROVED BY CITY COUNCIL ON _____, 2017

Approved as to form and legality this _____ day of _____, 2017.

Roy D. Tucker, CITY ATTORNEY

CONTRACTOR

[Name]

By: _____

Title: Owner

Address for giving notices:

Address for giving notices:

OWNER:

City of Muskogee
229 W. Okmulgee
P.O. Box 1927
Muskogee, Oklahoma 74402
BUS: (918) 684-6232
FAX: (918) 684-6233

CONTRACTOR:

**PUBLISHED IN THE MUSKOGEE DAILY PHOENIX ON
JULY 7 AND JULY 14, 2017
CITY OF MUSKOGEE, OKLAHOMA**

ADVERTISEMENT FOR BIDDERS

Notice is hereby given that the City of Muskogee will receive sealed bids in the Office of the City Clerk, Muskogee Municipal Building, 229 West Okmulgee, Muskogee, Oklahoma, 74401, up to **2:00 p.m. ON THURSDAY JULY 27, 2017** for furnishing all labor and materials and performing all work necessary for the following project:

**FURNISHING ALL LABOR AND MATERIALS AND PERFORMING
ALL WORK NECESSARY FOR THE DEMOLITION AND REMOVAL
OF REMAINING DEBRIS OF DILAPIDATED STRUCTURES AND
CLEARANCE OF JUNK AND DEBRIS IN SCATTERED
LOCATIONS IN MUSKOGEE.**

Bidders must bid on all items of the contract at a per square foot basis and debris removal will be bid on a per cubic yard basis. The work under this contract will be awarded as a single contract to the lowest responsible bidder for the work. No bid may be withdrawn for at least FORTY-FIVE (45) days after the scheduled closing time for receipt of bids.

All bids must include assurances that the following provisions will be complied with:

1. Federal Labor Standards Provisions, US Department of Labor, 29 CFR 5;
2. Section 3 of the Housing and Urban Development Act of 1974, as amended; 12 U.S.C. 1701U, which requires that, to the greatest extent feasible, opportunities for training and employment be given lower-income residents of the project area and contracts for work in substantial part by persons residing in the area of the project;
3. Section 109 of the Housing and Community Development Act of 1974, which assures that no person shall, on the grounds of race, color, natural origin or sex, be excluded from participation in, be denied the benefits of or be subjected to discrimination;
4. Certification of No-Segregated Facilities, which assures the bidder does not maintain or provide any segregated facilities;
5. Equal Opportunity Provisions – Executive Order 11246, as amended, which assures non-discrimination;
6. Minority Business Enterprise and Women Business Enterprise provisions which encourage minority-owned business and women-owned businesses to bid on the project;
7. Assurances that surety companies executing bonds appear on the Treasury Department's list and are authorized to transact business in the State where the project is located.

Bids shall be made in accordance with the Bid Specifications on file and available for examination in the Purchasing Department. Prospective bidders may obtain copies from the Purchasing Department, Third Floor, 229 West Okmulgee, Muskogee, OK 74401 (918) 684-6212. It is also available on the City's website under the Purchasing Department RFP, RFQ & BIDS. Each proposal must be accompanied by a Bidder's Bond, or Cashier's Check upon any solvent Bank or Trust Company, payable without reserve to the City of Muskogee, Oklahoma, in an amount of \$5,000 (FIVE Thousand Dollars). Bid security of the two low bidders will be retained until approval of contract and execution of satisfactory bonds by the successful bidder or until other disposition on the bids is made.

The bonds required for the project will be a Performance Bond in the amount of \$50,000.

The bidder (Proposer) must supply all the information required by the bid and proposal form including completion of affidavits or their bid will be considered incomplete and therefore rejected.

The City may request of any bidder, before their bid is considered for award, that they submit a statement of facts as to their previous experience in performing work of the same character and magnitude, as to their business and technical organization, and financial resources to be used in performing the contemplated work. Each bidder must have such information, together with a recent financial statement, available upon request.

Contractors MUST BE registered in the System for Award Management (SAM), located at www.sam.gov, after obtaining a DUNS number for their entity.

The City of Muskogee reserves the right to evaluate bids, to reject any or all bids, and to waive any informality in any bid.

City of Muskogee, Oklahoma

Donnie Wimbley
Purchasing Manager

Regular City Council**5.**

Meeting Date: 09/11/2017

Submitted For: Drew Saffell, Public Works

Initiator: Drew Saffell, Airport
Manager

Department: Assistant City Manager

Staff Information Source: Drew Saffell

Information**AGENDA ITEM TITLE:**

Approval of the use of fiscal year 2014 Capital Improvement sales tax funds in the amount of \$202,434.00 for airport projects, repairs, and refurbishment, or take other necessary action. (Drew Saffell)

BACKGROUND:

Fiscal Year 2014 Capital Improvement sales tax funds in the amount of \$250,000.00 were designated for the purpose of "airport development and improvement." \$47,566.00 has been approved by Council for use as the 6% sponsor share of the Runway 13-31, Aircraft Parking Apron, and Taxiway Bravo rehabilitation project. Airport staff is requesting approval to use the remaining \$202,434.00 for airport hangar, building, airfield, pavement surface, lighting, and other necessary airport improvement and rehabilitation projects both airside and landside. This was approved by the Airport Board.

RECOMMENDED ACTION:

Approve the use of Fiscal Year 2014 Capital Improvement sales tax funds in the amount of \$202,434.00 for airport projects, repairs, and refurbishment.

Fiscal Impact**FUNDING SOURCE:**

Fiscal Year 2014 Capital Improvement sales tax funds in the amount of \$202,434.00 designated for "airport development and improvement."

Attachments

No file(s) attached.

Regular City Council**6.****Meeting Date:** 09/11/2017**Initiator:** Tammy Tracy, City Clerk

Information**AGENDA ITEM TITLE:**

Hold a Public Hearing and take action on the approval of Ordinance 4026-A to close North 5th Street located between Okmulgee Avenue and Broadway Avenue, more particularly described in the Ordinance, providing for severability and setting an effective date, or take other necessary action. (Gary D. Garvin)

LEGAL DESCRIPTION:

NORTH FIFTH STREET LYING BETWEEN BLOCK 12, AND BLOCK 9, IN THE ORIGINAL TOWN SITE OF MUSKOGEE (MOT), CITY OF MUSKOGEE, ACCORDING TO THE OFFICIAL PLAT THEREOF, LOCATED IN THE NORTHWEST QUARTER (NW1/4) OF SECTION 26, TOWNSHIP 15 NORTH, RANGE 18 EAST, MUSKOGEE COUNTY, STATE OF OKLAHOMA.

BACKGROUND:

The applicant, United States of America C/O General Services Administration, is requesting approval to close North 5th Street located between Okmulgee Avenue and Broadway Avenue. The applicants have stated the closure is necessary to mitigate a vulnerability (security issue) identified by the United States Marshals Service. The closure would increase the setback distance between the structure (Federal Court House) and vehicular traffic on the eastside. If approved, the street would be closed for vehicular traffic, but remain open for pedestrian use.

Planning Commission tabled this item on February 21, 2017 stating they had some concerns with the landscaping proposal for 5th Street. They requested a new proposal that displayed a "park like space". Stan McCurry, General Operations Manager for GSA, stated he would meet with the State Historic Preservation Office (SHPO) and make a more detailed proposal at a later date. SHPO has stated that they do not approve projects for federal agencies, however GSA has a financial and legal responsibility to comply with the National Historic Preservation Act. GSA submitted a new plan which showed an additional seven (7) sidewalk planters along 5th Street. Upon review by Planning Commission there was still concerns about the street surface continuing to be asphalt. The item was tabled again by Planning Commission on July 3, 2017 to allow GSA additional time to make changes to the surface of the street. Attached is the latest revisions to the landscaping/construction plans.

As previously stated, no objections were received from the utility companies and members of the Subdivision Review Committee, with the exception of the Fire Department. The Fire Chief requested removable bollards instead of concrete planters on both Broadway and Okmulgee Avenue. The removable bollards would allow the fire department's ladder truck access to the front of the building. Subdivision Review Committee recommended approval, subject to the removable bollards being installed. Construction plans submitted by the applicant show the bollards to be installed as per recommended by the Fire Chief.

RECOMMENDED STAFF ACTION:

Approve the Ordinance to close North 5th Street between Okmulgee and Broadway Avenue.

Fiscal Impact

Attachments

Ordinance 4026-A

Landscaping/Construction Plans

ORDINANCE NO. 4026-A

AN ORDINANCE CLOSING NORTH FIFTH STREET LYING BETWEEN BLOCK 12, AND BLOCK 9, IN THE ORIGINAL TOWN SITE OF MUSKOGEE (MOT), CITY OF MUSKOGEE, ACCORDING TO THE OFFICIAL PLAT THEREOF, LOCATED IN THE NORTHWEST QUARTER (NW1/4) OF SECTION 26, TOWNSHIP 15 NORTH, RANGE 18 EAST, MUSKOGEE COUNTY, STATE OF OKLAHOMA; AND PROVIDING FOR SEVERABILITY. (United States of America c/o General Services Administration, Petitioner)

WHEREAS, a petition has been filed by the property owner requesting said North 5th Street, as stated, be closed and discontinued from public use, and;

WHEREAS, the City of Muskogee Planning & Zoning Commission in a meeting held July 3, 2017, did approve the petition and did recommend approval of official action by closing a public Right of Way as stated;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MUSKOGEE, OKLAHOMA,

Section 1: THAT NORTH FIFTH STREET LYING BETWEEN BLOCK 12, AND BLOCK 9, IN THE ORIGINAL TOWN SITE OF MUSKOGEE (MOT), CITY OF MUSKOGEE, ACCORDING TO THE OFFICIAL PLAT THEREOF, LOCATED IN THE NORTHWEST QUARTER (NW1/4) OF SECTION 26, TOWNSHIP 15 NORTH, RANGE 18 EAST, MUSKOGEE COUNTY, STATE OF OKLAHOMA.; AND PROVIDING FOR SEVERABILITY is hereby closed, annulled and discontinued from public use.

AND that this change be so ordered and declared by the City Council.

Section 2: REPEALER. All other ordinances or parts of ordinances in direct conflict herewith are repealed to the extent of the conflict only.

Section 3: SEVERABILITY. Should any part, section, subsection, sentence, provision, clause, or phrase hereof be held invalid, void, or unconstitutional for any reason, such holding shall not render invalid, void, or unconstitutional any other section, subsection, sentence, provision, clause, or phrase of this Ordinance, and the same are deemed severable for this purpose.

Section 4: EFFECTIVE DATE. This ordinance shall take effect thirty (30) days after date of publication.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MUSKOGEE, OKLAHOMA THIS 11TH DAY OF SEPTEMBER, 2017.

Ordinance No. _____

JOHN R. COBURN, MAYOR

ATTEST:

TAMMY L. TRACY, CITY CLERK
(SEAL)

APPROVED as to form and legality this ____ day of _____, 2017.

ROY D. TUCKER, CITY ATTORNEY

Muskogee Federal Building

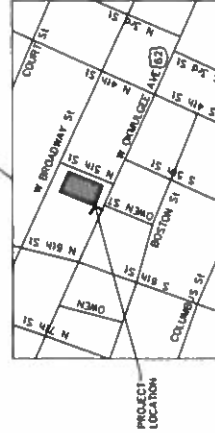
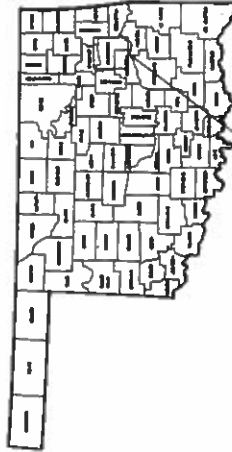
5TH Street Closure

Building No. OK0041ZZ

Muskogee, Oklahoma

OWNER

GENERAL SERVICES ADMINISTRATION
200 N.W. 4TH STREET
OKLAHOMA CITY, OKLAHOMA 73102



SHEET INDEX

NO.	DESCRIPTION
1	GENERAL COVER SHEET
2	LANDSCAPING
3	DEMOLITION AND SITE PLAN
4	SITE DETAILS



101 N 5th St Muskogee, OK
NOT TO SCALE

NO.	DATE	DESCRIPTION
1	01/11/17	ISSUED FOR PERMIT
2	01/11/17	ISSUED FOR PERMIT
3	01/11/17	ISSUED FOR PERMIT
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Regular City Council

7.

Meeting Date: 09/11/2017

Submitted For: Rex Eskridge, Police

Initiator: Chad Farmer,
Deputy Chief

Department: Police

Staff Information Source:

Information

AGENDA ITEM TITLE:

Consider approval to accept the State of Oklahoma Emergency Management Performance Grant (EMPG) in the amount of \$25,000 to be used to fund Emergency Management Operations, or take other necessary action. (Chad Farmer)

BACKGROUND:

This is a reoccurring annual grant that the City receives. The EMPG grant is a 50% local 50% state performance based grant. Based on the City's budget allocation to the Emergency Management Department, the grant award will be \$25,000.

The monies from this grant will be used in furtherance of the Emergency Management operations for the City. This includes All Hazard, Whole Community Planning, current Emergency Operations Plan, Hazard Mitigation Plan, and NIMS compliance. The EMPG program encourages the development of a comprehensive emergency preparedness system for all hazards by the State and local governments.

See attached FY 2017 Emergency Management Program Grant Agreement.

RECOMMENDED ACTION:

Approval to accept the grant.

Fiscal Impact

Attachments

2017 EMPG

FY 2017 Emergency Management Program Grant

Contractual Agreement

This agreement is entered into by and between the State of Oklahoma Department of Emergency Management, and **The City of Muskogee**, Oklahoma, hereinafter referred to as the Political Subdivision. The Oklahoma Department of Emergency Management shall pay the Political Division local jurisdiction for required works performed under the EMPG application and this contractual agreement the sum of **25,000.00** dollars, **subject to the following terms and conditions:**

Article 1. Scope of Work

Advancing the Whole Community approach reinforces the concept that it is the community's responsibility to take necessary and appropriate actions to protect people and property from the consequences of local emergencies and disasters. Communities are challenged to develop collective local abilities to withstand the potential impacts of these events, respond quickly, and recover in a way that sustains or improves the community's overall well-being. Achieving this collective capability calls for innovative approaches across the community. The efforts of the Oklahoma Department of Emergency Management is to assist local jurisdiction's Emergency Management with the capabilities to prevent, protect against, respond to and recover from natural disasters, threats of terrorism, and attacks both foreign and domestic. This includes enhancing local jurisdiction's Emergency Management existing practices, programs, institutions and organizations.

1. Quarterly ALL Hazard, Whole Community Planning Group Meetings

An All-Hazard, Whole Community Planning group will be formed consisting of all Annexes or Emergency Support Function (ESF) representatives, Tribal representatives, Higher Education representatives and business partners as well as any other persons the

Planning Group deems necessary to promote the “whole community” concept of planning to meet quarterly.

Measurement Methods:

- a. A meeting invitation letter for each meeting to include a mailing list (can be an email copy).
- b. An agenda for each quarterly meeting
- c. Minutes of each quarterly meeting.
- d. Sign-in sheets for each quarterly meeting (dated).

2. Emergency Operations Plan

The Jurisdiction must have an Emergency Operations Plan to participate in the Emergency Management Performance Grant. The All Hazard, Whole Community Planning Group will be directly involved in the quarterly planning and updates of the Jurisdiction’s Emergency Operations Plan. The Emergency Operations Plan will be updated according to CPG 101-v.2

Measurement Methods:

- a. The quarterly report submitted to Oklahoma Department of Emergency Management.
- b. Sign-in Sheet from Quarterly Planning Meetings.
- c. An Emergency Operations Plan approval page signed by each of the Annexes or ESF representatives and the jurisdiction’s highest elected official (form provided).

3. A Hazard Mitigation Plan Approved by the State and Updated as Required

The Jurisdiction must have a State approved Hazard Mitigation Plan to participate in the Emergency Management Performance Grant. The All Hazard, Whole Community Planning Group will update the Hazard Mitigation plan according to the evaluation matrix provided by Oklahoma Department of Emergency Management.

Measurement Methods:

- a. The quarterly report submitted to Oklahoma Department of Emergency Management.
- b. A Hazard Mitigation plan approval page signed by each of the Annexes or ESF representatives and the jurisdiction's highest elected official (form provided).

4. A Current List of Training and Exercises

The current Training and Exercise plans will be a topic of discussion of the All Hazard, Whole Community Planning Group.

Measurement Methods:

- a. Quarterly, submit a list of Annex or ESF training activities to the Oklahoma Department of Emergency Management.
- b. Quarterly, submit a list of Annex or ESF exercise activities to the Oklahoma Department of Emergency Management.

5. Four (4) Exercises of Any Type

The Jurisdiction must conduct four (4) exercises of any type. The types of exercises are Seminars, Workshops, Tabletop, Games, Drills, Functional, and Full-Scale. (You can only count one WebEOC drill as part of the four.) All exercises need to test all or part of the Emergency Operations Plan. You may also count one Federally Declared Disaster as an exercise.

Measurement Methods:

- a. A copy of the After Action Report-Improvement Plan (AAR-IP) for each exercise must be submitted to the Oklahoma Department of Emergency Management.

6. One (1) Full Scale Exercise

The Jurisdiction must participate in one Full-Scale Exercise. The Statewide Earth Wind and Fire exercise will count as an Emergency Operations Center full scale exercise.

Measurement Methods:

- a. The AAR-IP for the jurisdiction's part of the exercise must be generated by the jurisdiction and a copy of the AAR-IP must be submitted to Oklahoma Department of Emergency Management.

7. Attendance of the Strategic Regional Planning Workshop

The Oklahoma Department of Emergency Management Regional Coordinator, in conjunction with local Emergency Managers, will host a Professional Development Workshop. The Emergency Management Director shall attend their Area's Workshop, in its entirety.

Measurement Methods:

- a. A copy of the Certificate or other appropriate documentation shall be submitted to Oklahoma Department of Emergency Management.

8. Attendance of the Annual Oklahoma Emergency Management Conference

The Emergency Management Director shall attend the Annual Oklahoma Emergency Management Conference, in its entirety.

Measurement Methods:

- a. A copy of the Certificate or other appropriate documentation shall be submitted to Oklahoma Department of Emergency Management.

9. Attendance of Four (4) Oklahoma Department of Emergency Management Strategic Regional Planning Meetings

The Emergency Management Director shall attend the Oklahoma Department of Emergency Management Regional Coordinator's Quarterly Quadrant meetings.

Measurement Methods:

- a. A copy of the sign-in sheet.

10. Current List of Ongoing Whole Community Preparedness Projects

A current list of Emergency Response Agencies'/Organizations' efforts in Whole Community Preparedness projects.

Measurement Methods:

- a. Submit a list of whole community preparedness activities to the Oklahoma Department of Emergency Management.

Article 2. EMPG Sub-Grant Required Cost Match

The EMPG Sub-Grant funds that are used towards the Political Subdivision's EMPG Program shall not exceed 50 percent of the total Political Subdivision's Emergency Management budget. The Political Subdivision must cost match (cash or in-kind) the Federal contribution according to the *Robert T. Stafford Disaster Relief and Emergency Assistance Act* (Public Law 93-288), as amended, 42 U.S.C. 5121-5207, specifically, Title VI, sections 611(j) and 613. Unless otherwise authorized by law, Federal funds cannot be matched with other Federal funds. Documentation of the cost match and actual expenditures of the Political Subdivision's EMPG Sub-Grant funds shall be supplied to the Oklahoma Department of Emergency Management.

Article 3. Funding Guidelines

EMPG Sub-Grant funds can only be used for the purposes set forth in this contract. **All EMPG Sub-Grant fund expenditures must be accounted for and follow this funding guidance.**

Grant funds may not be used for matching funds for Federal grants, cooperative agreements, lobbying or intervention in Federal regulatory or adjudicatory proceedings. Additionally, EMPG Sub-Grant funds may not be used to sue the Federal government or any other government entity.

Authorized Expenditures:

1. Operations

FY 2017 EMPG Sub-Grant funds may be used for all hazards local Emergency

Management operations activities that may include, but are not limited to:

- a. Staffing including salary and personnel costs
- b. Compensatory time off
- c. Overtime
- d. Day-to-day activities in support of Emergency Management
- e. Associated fringe benefits

2. Planning

FY 2017 EMPG Sub-Grant funds may be used for a range of Emergency Management

planning activities that may include, but are not limited to:

- a. Community based planning to advance the Whole Community, Security and Emergency Management concept.
- b. Maintaining a current Hazard Mitigation plan inclusive of a Hazard Identification and Risk Assessment (HIRA).
- c. Maintaining current Emergency Operations procedures that conform to the guidelines outlined in CPG 101 v.2.
- d. Developing and/or enhancing comprehensive Emergency Management plans.

3. Training

FY 2017 EMPG Sub-Grant funds may be used for a range of Emergency Management

related training activities **for the purposes of enhancing local Emergency**

Management's personnel capabilities. Training related expenses may include, but are not limited to:

- a. Training development, delivery and/or evaluation

- b. Overtime
- c. Travel
- d. Hiring of full or part-time staff, contractors or consultants
- e. Certification or recertification of Instructors

4. Exercise

FY 2017 EMPG Sub-Grant funds may be used for a range of Emergency Management related exercise activities **for the purposes of testing and improving local jurisdiction's Emergency Management Operations plans.** Qualifiable exercises are those conducted within the Political Subdivision's jurisdictional boundaries. Exercise related expenses may include, but are not limited to:

- a. Exercise conduct, design, development and evaluation
- b. Hiring full or part-time staff, contractors or consultants
- c. Travel
- d. Supplies

5. Equipment

In accordance with 44 CFR 13.32 allowable equipment categories for the FY 2017 EMPG program are listed on the web based version of the Authorized Equipment List (AEL) on the Responder Knowledge Base (RKB), which is sponsored by FEMA at <http://www.rkb.us>. Unless otherwise stated, equipment must meet all mandatory, regulatory and/or FEMA adopted standards to be eligible for purchase using these funds. Additionally, agencies will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment. Equipment expenses may come from the following AEL categories:

- a. Information Technology (Category 4)
- b. Cyber-Security Enhancement Equipment (Category 5)

- c. Detection Equipment (Category 7)
- d. Power Equipment (Category 10)
- e. Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE) Reference Materials (Category 11)
- f. Physical Security Enhancement Equipment (Category 14)
- g. Other Authorized Equipment (Category 21)

Unauthorized Expenditures:

- a. Reimbursement for the maintenance and/or wear and tear costs of general use vehicles (e.g. construction vehicles). The only vehicle costs that are reimbursable are fuel and/or mileage.
- b. Equipment that is purchased for permanent installation and/or use beyond the scope of exercise conduct (e.g. electronic messaging signs).
- c. Durable and non-durable goods purchased for installation and/or use beyond the scope of exercise conduct.
- d. Expenditures for weapons and ammunition.
- e. Costs to support the hiring of sworn safety officers (sworn law enforcement officers).
- f. Activities unrelated to the completion and implementation of the EMPG.
- g. Other items not in accordance with the aforementioned authorized expenses.

Article 4. Sub-Grant Administration Requirements

1. Any tasking the Oklahoma Department of Emergency Management receives from the U.S. Department of Homeland Security, FEMA or any other federal agency that is Emergency Management related and requires the assistance of the Political Subdivision shall also be considered as part of the required tasking elements under the EMPG Sub-Grant.

2. If the Political Subdivision receives 500,000 or more in Federal funds in Federal FY 2017, they are responsible for compliance with the provisions of the Single Audit Act amendments of 1996. The Political Subdivision shall submit a copy of their audit letter signed by the auditor for Federal FY 2017 to the Oklahoma Department of Emergency Management.
3. **The FY 2017 EMPG Sub-Grant is a performance based grant.** In an effort to ensure EMPG requirements compliance, each Political Subdivision's performance shall be monitored. The Political Subdivision jurisdiction's Emergency Management will be visited a minimum of four (4) times each year by a Regional Coordinator or other representative of the Oklahoma Department of Emergency Management. The field visits shall be conducted at a mutually, agreed date, time and location during each quarter.
4. Each quarter the EMPG Political Subdivision will submit a minimum of one (1) progress report to the jurisdiction's assigned Oklahoma Department of Emergency Management Regional Coordinator. Submitted documentation shall be maintained by the Political Subdivision and the Department of Emergency Management for a minimum of three (3) years.

*** Please Note**

1st Quarter: October 1, 2016 – December 31, 2016

2nd Quarter: January 1, 2017 – March 31, 2017

3rd Quarter: April 1, 2017 – June 30, 2017

4th Quarter: July 1, 2017 – September 30, 2017

Article 5. Payment Terms

All payments will be contingent upon the Political Subdivision jurisdiction's payment requests and the Oklahoma Department of Emergency Regional Coordinator's review of required tasks.

Should the Political Subdivision found to be in keeping with the EMPG Sub-Grant performance requirements, the following shall occur:

1. Payment in the amount of 25% of the awarded FY 2017 EMPG Sub-Grant will be made by the Oklahoma Department of Emergency Management for the First Quarter, after January 15, 2017 following receipt of the fully executed agreement and receipt of the quarterly payment request letter from the jurisdiction along with documentation of the first quarter's tasks. The Oklahoma Department of Emergency Management Regional Coordinator will approve each payment.
2. Payment in the amount of 25% of the awarded FY 2017 EMPG Sub-Grant will be made for the Second Quarter after April 15, 2017 upon receipt of the quarterly request letter and when terms of the agreement have been met and affirmed by the Oklahoma Department of Emergency Management Regional Coordinator.
3. Payment in the amount of 25% of the awarded FY 2017 EMPG Sub-Grant will be made for the Third Quarter after July 15, 2017 upon receipt of the quarterly request letter and when terms of the agreement have been met and affirmed by the Oklahoma Department of Emergency Management Regional Coordinator.
4. Final payment in the amount of 25% of the awarded FY 2017 EMPG Sub-Grant will be made for the fourth quarter after October 15, 2017, upon receipt of the quarterly request letter and terms of the agreement have been met and affirmed by the Oklahoma Department of Emergency Management Regional Coordinator.

Article 6. Amendments

Any alterations or deviations to this agreement shall be executed only upon written agreement of both parties, and if there is a change to the agreement award for such alteration or deviation, it shall be noted.

Article 7. Waiver of Scope of Work Line Items

During the performance period of the Sub-Grant, only one (1) waiver relieving the jurisdiction from having to complete a basic scope of work line item (Article 1 Scope of Work 1-10) may be approved. In no case will a Sub-Grant recipient be permitted to request a waiver for the same scope of work line item in two consecutive years (Reference Article 8).

Article 8. Award Reduction

If the Political Subdivision fails to complete or adhere to the performance based Sub-Grant requirements, the award amount is subject to a reduction.

Article 9. Suspension of Sub-Grant/Debarment from Future Awards

If the Political Subdivision fails to complete the agreed scope of work they may be barred from participation in the sub-grant program for the following Federal Fiscal Year.

Article 10. Termination

This agreement may be cancelled by either party by providing 15 days' notice in writing to the other party.

Article 11. Audit Clause

In accepting this agreement, the Political Subdivision agrees to this audit clause which provides that books, records, documents, accounting procedures, practices, or any other items of the Political Subdivision relevant to the agreement are subject to examination by the Federal Emergency Management Agency, the Oklahoma Department of Emergency Management, the State of Oklahoma and the State Auditor and Inspector.

Article 12. Non-Collusion

In accepting this agreement, the Political Subdivision acknowledges that they have not paid, given, or donated or agreed to pay, give, or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this agreement.

Article 13. National Environmental Policy Act (NEPA)

The recipient shall comply with all applicable Federal, State, and local environment and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environment Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11990) and Environmental Justice (12898). Failure of the recipient to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding.

Recipients shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Recipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbance activities occur during project implementation, the recipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated prior to the full environmental and historic preservation review could result in non-compliance finding. The Screening Form is available at:

(www.fema.gov/doc/government/grant/bulletins/infor329_final_screening_memo.doc). For these

types of projects, grantees must complete the FEMA EHP Screening Form (OMB Number 1660-0115/FEMA Form 024-0-01) and submit it, with all supporting documentation, to Oklahoma Department of Emergency Management. Grantees should submit the FEMA EHP Screening Form for each project as soon as possible upon receiving their grant award.

Article 14. Trafficking in Persons

A. Provisions applicable to a recipient.

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not:
 - a. Engage in sever forms of trafficking in persons during the period of time that the award is in effect;
 - b. Procure a commercial sex act during the period of time that the award is in effect;
or
 - c. Use forced labor in the performance of the award or subawards under the award.
2. We, as the State awarding agency, may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity:
 - a. Is determined to have violated a prohibition in paragraph A.1 of this award term;
or
 - b. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either;
 - i. Associated with performance under this award; or
 - ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government wide

Debarment and Suspension (Non-procurement),” as implemented by our agency at 2 CFR Part 3000.

B. Provisions applicable to a recipient other than a private entity. We as the State awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:

1. Is determined to have violated an applicable prohibition in paragraph A.1 of this award term; or
2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph A.1 of this award term through conduct that is either:
 - a. Associated with performance under this award; or
 - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement),” as implemented by our agency at 2 CFR part 3000.

C. Provisions applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph A.2 or B of this section:
 - a. Implements section 106(g) of the Trafficking Victims Protection Act 2000 (TVPA), as amended (22 U.S.C. 7104(g), and
 - b. Is in addition to all other remedies for noncompliance that are available to us under this award.

3. You must include the requirements of paragraph A.1 of this award term in any subaward you make to a private entity.

D. Definitions. For purposes of this award term:

1. “Employee” means either:
 - a. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - b. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provisions, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. “Private entity” means:
 - a. Any entity other than a State, local government, Indian Tribe, or foreign public entity, as those terms are, defined in 2 CFR 175.25.
 - b. Includes:
 - i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian Tribe at 2 CFR 175.25(b).
 - ii. A for-profit organization.
4. “Severe forms of trafficking in person,” “commercial sex act,” and “coercion” have the meaning given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

Article 15. General Provisions

1. All work shall be completed in a professional manner and in compliance with all applicable laws.
2. To the extent required by law, individuals duly licensed and authorized by law to do so shall perform all work.
3. The Political Subdivision warrants that it is adequately insured for injury to its employees and others incurring loss or injury as a result of the acts of the Political Subdivision or its employees or agents.
4. The Political Subdivision agrees that neither it nor its employees or agents are covered under insurance paid for by the State of Oklahoma, and are not authorized to obligate the State of Oklahoma, its employees or agents.
5. The Oklahoma Department of Emergency Management shall provide to the Political Subdivision technical assistance in fulfilling this contractual agreement to the extent resources are available.
6. The Standard Assurances for Federal Funds submitted by the Political Subdivision, as part of their application package, are hereby referenced and incorporated into this agreement.

FY 2017 Emergency Management Program Grant

Required Documentation

As proof of compliance with Federal regulations, the following documents must be submitted to the Oklahoma Department of Emergency Management.

Please read and/or complete the following provided documents:

1. FEMA Form 20-16, Summary Sheet for Assurances and Certifications
2. FEMA Form 20-16A, Assurances Non-Construction Programs
3. FEMA Form 20-16C, Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters and Drug-Free Workplace Requirements
4. Disclosure of Lobbying Activities

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**FEDERAL EMERGENCY MANAGEMENT AGENCY
SUMMARY SHEET FOR ASSURANCES AND CERTIFICATIONS**

**FOR
FY** **2017**

CA FOR (Name of Applicant)

This summary sheet includes Assurances and Certifications that must be read, signed, and submitted as a part of the application for Federal assistance.

An applicant must check each item that they are certifying to:

- Part I** ☐ **FEMA Form 20-16A, Assurances-Nonconstruction Programs**
- Part II** ☐ **FEMA Form 20-16C, Certifications Regarding Lobbying;
Debarment, Suspension, and Other Responsibility
Matters; and Drug-Free Workplace Requirements**
- Part III** ☐ **SF LLL, Disclosure of Lobbying Activities (If applicable)**

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the identified attached assurance and certifications.

**Typed Name of Authorized
Representative**

Title

Signature of Authorized Representative

Date

PLEASE NOTE: By signing the certification regarding debarment, suspension, and other responsibility matters for primary covered transaction, the applicant agrees that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by FEMA entering into this transaction.

The applicant further agrees by submitting this application that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the FEMA Regional Office entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (Refer to 44 CFR Part 17.)

Paperwork Burden Disclosure Notice

"Public reporting burden for this form is estimated to average 1.7 hours per response. Burden means the time, effort and financial resources expended by persons to generate, maintain, retain, disclose, or to provide information to us. You may send comments regarding the burden estimate or any aspect of the form, including suggestions for reducing the burden to: Information Collections Management, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472, Paperwork Reduction Project (3067-0206). You are not required to respond to this collection of information unless a valid OMB control number appears in the upper right corner of this form. Please do not send your completed form to the above address.

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**FEDERAL EMERGENCY MANAGEMENT AGENCY
ASSURANCES-NON-CONSTRUCTION PROGRAMS**

Note: Certain assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Furthermore, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using your positions for a purpose that constitutes or presents the appearance of personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Section 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration) 5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education of 1972, as amended (20 U.S.C. Sections 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290-d-3 and 290-ee-3), as relating to nondiscrimination on the basis of drug abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290-dd-3 and 290-ee-3), as amended relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Acts of 1968 (42 U.S.C. Section 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interest in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply with provisions of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Sections 276a to 276a7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Sections 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333), regarding labor standards for federally assisted construction subagreements.
10. Will Comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P/L/ 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance of the total cost of insurable construction and acquisition is \$10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. Section 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. Section 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. Section 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Section 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

19. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals and other non-profit organizations.

**FEDERAL EMERGENCY MANAGEMENT AGENCY
CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND
OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 44 CFR Part 18, "New Restrictions on Lobbying; and 28 CFR Part 17, "Government-wide Debarment and suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Federal Emergency Management Agency (FEMA) determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

A. As required by section 1352, Title 31 of the U.S. Code, and implemented at 44 CFR Part 18, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 44 CFR Part 18, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any other funds than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or an employee of Congress, or employee of a member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontract(s) and that all subrecipients shall certify and disclose accordingly.

☐ Standard Form LLL, "Disclosure of Lobbying Activities" attached. (This form must be attached to certification if non-Appropriated funds are to be used to influence activities.)

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 67, for prospective participants in primary covered transactions, as defined at 44 CFR Part 17, Section 17.510-A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civilian judgement rendered against the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or perform a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 44 CFR Part 17, Subpart F, for grantees, as defined at 44 CFR Part 17, Sections 17.615 and 17.620:

A. The applicant certifies that it will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

(c) Making it a requirement that each employee be engaged in the performance of the grant to be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the employee in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the applicable FEMA awarding office, i.e., regional office or FEMA office.

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

8. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, City, County, State, Zip code)

Check here ☐ if there are workplaces on file that are not identified here. Section 17.630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for FEMA funding. States and State agencies may elect to use a Statewide certification.

Approved by OMB
0348-0046

Approved by OMB
0348-0046

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FY 2017 Emergency Management Program Grant

Signature Page

Approved by the Oklahoma Department of Emergency Management

this 12th day of October, 2016:

Name



Director, Oklahoma Department of Emergency Management

I certify the The City of Muskogee is budgeting \$25,000.00 (The aforementioned amount must be equal to or exceed the grant dollar amount you are receiving) to match this EMPG Sub-Grant of 25,000.00 dollars. The Political Subdivision matching dollars cannot be federal dollars, dollars from another grant or budgeted dollars used to match any other grant.

Approved by the Governing body of the The City of Muskogee, Oklahoma

this _____ day of _____, 2017:

Name

Chief Elected Official