

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.

AGENDA
MUSKOGEE CITY COUNCIL
November 27, 2017

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

INVOCATION - DEPUTY MAYOR JAMES GULLEY

FLAG SALUTE - MAYOR BOB COBURN

ROLL CALL - MAYOR BOB COBURN

APPROVAL OF MINUTES: SPECIAL CALL CITY COUNCIL MINUTES NOVEMBER 7,
2017, and CITY COUNCIL REGULAR SESSION NOVEMBER 13, 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 for November 1, 2017 through November 15, 2017.
2. Approval to accept the lowest and best bids from Simpson Carpentry in the amount of \$7,700.00 to repair the dwelling located at 1414 Tamaroa Street, and Tom Crabtree in the amount of \$10,475.00 to repair the dwelling located at 1506 N. 16th Street, for a total of \$18,175.00 to repair two (2) dwellings through the Muskogee Rehabilitation and Revitalization Program, or take other necessary action. (Gary D. Garvin)

3. Approval of Resolution No. 2709 to participate in a project with the Oklahoma Department of Transportation (ODOT) to replace the traffic signal at US-62 (Shawnee Bypass) and Country Club Road, or take other necessary action. (Greg Riley)
4. Approval of an agreement with Garver, LLC., for professional services for the Terminal Apron Handstand Construction Project #17031561 at Muskogee-Davis Regional Airport, or take other necessary action. (Drew Saffell)
5. Approval to direct Staff to prepare a plan to solicit a state fair or similar type of event to bring to the City. (Councilor Marlon Coleman)

REGULAR AGENDA

6. Hold a Public Hearing and take action on the approval of Ordinance 4033-A rezoning the property located at 3123 Gibson Street, more particularly described in the Ordinance, from "C-2" General Commercial District to "R-1" Single-Family Residential, 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)

THE NORTH 360 FEET OF THE WEST 140 FEET OF THE NE1/4 OF SECTION 30,
TOWNSHIP 15 NORTH, RANGE 19 EAST OF THE INDIAN BASE AND MERIDIAN,
according to the official plat thereof, Muskogee County, State of Oklahoma.

7. Consider approval of Ordinance No. 4034-A repealing Article 16, Hospitals and Ambulatory Surgical Care Facilities, including Sections 22-674 through 22-675, all contained within Chapter 22, Business Regulations, of the City of Muskogee Code of Ordinances, and reserving said section and article numbers for future use, or take other necessary action. (Roy D. Tucker)
8. Consider approval to accept the 2018 State of Oklahoma Emergency Management Performance Grant (EMPG) in the amount of \$25,000.00 to be used to fund Emergency Management operations, or take other necessary action. (Rex Eskridge)
9. Consider approval of the appointment of Bob Coburn to the Airport Board, to serve a two (2) year term beginning December 1, 2017 and ending November 30, 2019, succeeding Councilor Janey Boydston, or take other necessary action. (Mayor Bob Coburn)

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: 11/27/2017

Initiator: Ashley Wallace, Office Adm 1

Department: City Clerk

Staff Information Source:

Information

AGENDA ITEM TITLE:

APPROVAL OF MINUTES: SPECIAL CALL CITY COUNCIL MINUTES NOVEMBER 7, 2017, and
CITY COUNCIL REGULAR SESSION NOVEMBER 13, 2017.

BACKGROUND:

RECOMMENDED ACTION:

Fiscal Impact

Attachments

11-07-2017 spccmin

11-13-2017 ccmin

MINUTES

OF THE COUNCIL OF THE CITY OF MUSKOGEE, OKLAHOMA, MET IN A SPECIAL CALL SESSION, IN THE COUNCIL CHAMBERS OF CITY HALL MONDAY, NOVEMBER 7, 2017

The Council of the City of Muskogee, Oklahoma, met in a Special Call Session in Council Chambers of City Hall, Monday, November 7, 2017, at 7:00 p.m., with Mayor Coburn presiding.

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

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

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; Rex Eskridge, Police Chief; Chad Farmer, Deputy Police Chief; Robert Swepston, Fleet Manager; Jim Wixom, Assistant Public Works Director, Operations; Ty Pickering, Lieutenant; Marci Gilliam, Strategic Financial Analyst

- 1 Consider approval to authorize the City Manager to negotiate and execute a lease purchase agreement with the Muskogee Medical Center Authority not to exceed the amount of \$825,000.00 to purchase and equip new police patrol vehicles, or take other necessary action. (Rex Eskridge)

Police Chief Rex Eskridge stated the lease-purchase process has been the model used for the replacement of police vehicles over the past several years. To continue the upkeep and replacement of police vehicles, he would like to continue the general program of purchasing vehicles under the five (5) year lease-purchase model. The vehicles (up to 30) will be purchased through the current State Contract at an estimated cost of \$23,000.00. The new vehicles will be 2018 Dodge Chargers and they will replace the oldest cars in our fleet; 2003 and 2005 Ford Crown Victorias. All of the new vehicles will be assigned to the Uniformed Patrol Division and will be marked police units. Equipment for the vehicles will be purchased through current purchasing procedures at a later date. This purchase will allow us to surplus 32 Crown Victorias to include the Reserve police cars and will make the Uniformed Patrol Division fleet all Dodge Chargers. After a review of existing options, the best pricing for the vehicles would be from State Contract. The equipment used within the police vehicles would be purchased in accordance with the City's Purchasing policy. The equipment for the police cruisers is approximately \$4,500.00 per vehicle. Chief Eskridge stated there is urgency regarding this matter.

Fleet Manager Robert Swepston stated the State Contract pricing will go up in ten (10)

days. There will be an increase of \$500.00 per car if the deadline is not met. If an agreement is made now, the vehicles will be purchased under the current State Contract pricing. The ability to come to an agreement before the due date will save the City around \$15,000.00 which is a significant savings for the City.

Councilmember Dan Hall stated he is excited about this project and feels it is time the City updated the Police Department's Fleet.

Theresa Reutlinger, 2500 Shelby Ct., Muskogee, Oklahoma, asked if the City normally purchases the Muskogee Police Department vehicles using the Muskogee Medical Authority funds or is this going to be a loan.

City Manager Mike Miller stated this purchase is similar to how the City made their last police vehicle purchase. The City of Muskogee is the beneficiary to the Muskogee Medical Authority Trust. The City is paying interest to themselves at a very competitive rate. Mr. Miller stated he has spoken to several bankers in town and they understand why the City chose this option for lease-purchasing as opposed to using a commercial entity. Lease-purchases for police cars has been done this way in the past and the City has a payment schedule of five (5) years to pay back the loan.

Theresa Reutlinger stated when she sees "medical," her understanding is the funds are to be used for the well-being of others and health issues.

City Manager Mike Miller stated this is not a grant, this is a loan.

Assistant Director of the Muskogee Medical Center Authority, Jim Blair stated there are seven (7) Board Trustees, three (3) serve on the Investment and Finance committee. At a rate of 2.75% when compared to a bank CD, the Board sees this as a great investment.

Wren Stratton, 324 N. Camden Pl., Muskogee, Oklahoma, asked when the Authority was established.

Jim Blair stated the Muskogee Medical Center Authority was established in 1966 to run the hospital. Ten (10) years ago the Attorney General stated the Medical Authority funds are public funds and can be distributed or in this case, loaned out to be used for any lawful use.

Wren Stratton stated a lot of the conversation has been sorting out the differences between the Muskogee Medical Center and the Muskogee Medical Foundation. There has also been a lot of discussion and she would like a better understanding of the Authority and Foundation.

Jim Blair stated the Muskogee Medical Center Authority is a City Trust and the City of Muskogee is the sole beneficiary of the Trust. The Muskogee Medical Foundation that was established in the 1980's by the hospital has a separate Board and the beneficiaries are the citizens of Muskogee for health and welfare.

Wren Stratton asked Mr. Blair to explain the entity of the Oklahoma Hall of Fame.

Jim Blair stated the Oklahoma Hall of Fame is a proposed new Authority and will be a City Trust named The Arts and Cultural Authority. This Authority would be funded by the City of Muskogee.

Motion was made by Councilmember Janey Boydston, seconded by Councilmember Dan Hall to approve authorizing the City Manager to negotiate and execute a lease purchase agreement with the Muskogee Medical Center Authority not to exceed the amount of \$825,000.00 to purchase and equip new police patrol vehicles.

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

JOHN R COBURN, MAYOR

TAMMY L. TRACY, CITY CLERK

MINUTES

OF THE COUNCIL OF THE CITY OF MUSKOGEE, OKLAHOMA, MET IN REGULAR SESSION, IN THE COUNCIL CHAMBERS OF CITY HALL MONDAY, NOVEMBER 13, 2017

The Council of the City of Muskogee, Oklahoma, met in Regular Session in Council Chambers of City Hall, Monday, November 13, 2017, at 7:00 p.m., with Mayor Coburn presiding.

Invocation was given by Mayor Bob Coburn

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; Mark Wilkerson, Parks & Recreation Director; Michael O'Dell, Fire Chief; Kelly Plunkett, Human Resources Director; Rex Eskridge, Police Chief

APPROVAL OF MINUTES: SPECIAL CALL CITY COUNCIL MINUTES OCTOBER 17, 2017 AND CITY COUNCIL REGULAR SESSION OCTOBER 23, 2017.

Motion was made by Councilmember Wayne Johnson, seconded by Councilmember Marlon Coleman to approve Special Call City Council Minutes of October 17, 2017 and City Council Regular Session October 23, 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 Janey Boydston 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 October 12, 2017 through October 31, 2017.
- 2 Approve Resolution No. 2708 declaring one (1) parcel of property as surplus property, more particularly described in the resolution, as surplus to the needs of the City and authorize the conveyance of said property, or take other necessary action. (Gary D. Garvin)
- 3 Approve to accept a Muskogee Medical Center Foundation grant in the amount of \$26,600.00 to be used to fund the Medical Director position for our EMR/First Responder/Fire Departments, or take other necessary action. (Mike Miller)
- 4 Approve to authorize the City Manager to negotiate and execute a transition agreement from Spectra as a third-party contractor to the City of Muskogee for operations of the Civic Center, or take other necessary action. (Mike Miller)
- 5 Approve to apply for the 2018 State of Oklahoma Emergency Management Performance Grant (EMPG) in the amount of \$25,000.00 to be used to fund Emergency Management operations, or take other necessary action. (Rex Eskridge)
- 6 Approve the purchase eleven (11) digiTicket electronic ticket books from Saltus Technologies for \$35,144.00, or take other necessary action. (Rex Eskridge)
- 7 Approve receiving donated funds for the month of September 2017, in the amount of \$727.00 for the City's Animal Shelter Sponsorship Program as per the attached list, or take other necessary action. (Rex Eskridge)
- 8 Approve to direct Staff to bring forth a revised ordinance modifying City Code 22-674 and 22-675 removing permitting procedures for hospital and ambulatory care, or take other necessary action. (Marlon Coleman)
- 9 Approve lowest and best bid from Rehrig Pacific Company in the amount of \$552.50 per tank for purchase of 81 two (2) cubic yard containers-rear loading for Fiscal year 2017-2018, or take other necessary action. (Greg Riley)

REGULAR AGENDA

- 10 Hold a Public Hearing and take action on the approval of Ordinance No. 4031-A rezoning the property located at 4421 Denison Street, more particularly described in the ordinance, from "R-1" Single-Family Residential District, to "C-1" Local Commercial 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 applicant, Cassandra Logan, is requesting the property located at 4421 Denison Street be rezoned from "R-1" Single-Family Residential District to "C-1" Local Commercial District to allow a Day Care Center (8 or more persons) to be located on the property.

According to the Land Use Map, the area is classified as single-family residential. The request to rezone to "C-1" Local Commercial District would not comply with the Comprehensive Plan and Land Use Map adopted by the City of Muskogee. Additionally, allowing a commercial zoning within a residential area would be considered spot zoning.

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:

November 6, 2017 at 9:00 a.m.: City of Muskogee Planning & Zoning Commission

November 7, 2017 at 4:00 p.m.: Public Works Committee

November 13, 2017 at 7:00 p.m. Muskogee City Council Meeting

James Ritchey, 4410 Denison, Muskogee, Oklahoma, stated he is speaking for himself and on behalf of many of his neighbors. Mr. Ritchey's understanding is that the applicant, Cassandra Logan, wants to change the zoning map from Residential to Commercial so she can run a daycare center. Mr. Ritchey and neighbors feel a daycare center is not compatible to the neighborhood and it is a bad decision. He feels a small daycare is fine, but they have a problem allowing a large daycare center into their quiet neighborhood. Mr. Ritchey stated Ms. Logan is a good neighbor, but he and his fellow neighbors are opposed to rezoning their quiet Residential District to a Commercial District.

Demetres Thomas, 1217 Chicago, Muskogee, Oklahoma, stated according to the Department of Human Services (DHS) guidelines, having eight (8) to twelve (12) children is not considered a daycare center; it is considered a large home daycare. Any residential home can have eight (8) to twelve (12) children. Ms. Thomas asked Council if they would consider coming up with a different plan besides Commercial Zoning. Ms. Thomas stated Muskogee County is the only county in Oklahoma that she is aware of that does not allow a large home daycare. Ms. Thomas and Ms. Logan's mission is to provide child daycare services for those who work. They would like to see changes made to meet DHS guidelines which allows up to twelve (12) children in a home daycare.

Applicant Cassandra Logan stated she would like to have a large family daycare so she can add five (5) more children in her home. She is not asking for the area to be commercially zoned.

Councilmember Marlon Coleman stated he would like for Staff to research the DHS

requirements for the number of children allowed in a home daycare in other cities. Prior to the applicant's request, Muskogee has kept up with the home daycare guidelines and the number of children allowed. During the interim time, Mr. Coleman requested Ms. Logan be refunded her application fee in the amount of \$200.00. If the City adjusts the numbers and Ms. Logan decides to reapply, it would go through the Board instead of through Council. Mr. Coleman stated to be fair to Ms. Logan and the neighbors, if Muskogee's numbers coincide with other cities the size of Muskogee, it will give Ms. Logan a fair chance to do something different than what she is currently doing. He believes Ms. Logan when she says she is just wanting to provide a service and not wanting to go above and beyond by having the property rezoned.

Councilmember Dan Hall asked if there is anything in the State of Oklahoma or City of Muskogee bylaws or ordinances that state a difference in the number of children allowed in a home daycare and the number allowed by DHS; is the City in violation by not allowing a larger number of children in a home daycare.

City Attorney Roy D. Tucker stated the number of children the City will allow in a home daycare is a zoning requirement which is completely different than DHS requirements. When the zoning was revised, the City set the number of children allowed in a home daycare. Mr. Tucker stated it is wholly up to the Council having control of the zoning and what the land use is for the City, which is established by charter. The state requirement for DHS have to do with what their licensing requirements are, not what the City allows. In previous years, the City has always maintained zoning to match what DHS has allowed, however that was apparently deviated recently. Mr. Tucker thinks what Mr. Coleman is asking for is for Council to consider making those two (2) numbers mesh again.

Councilmember Dan Hall stated he sees Ms. Logan's point of view but on the other hand, he understands why the neighbors do not want a larger daycare brought into the neighborhood. Mr. Hall thought about what he would do if he was put in the same situation, living next to a daycare and how he would feel. He would not like it and feels that the neighbors who are in opposition of the daycare purchased their homes for the purpose of living in a nice, quiet neighborhood. They did not purchase their homes thinking a noisy daycare would move in next door. This is why there are ordinances preventing people from running a business from their home. Mr. Hall understands Ms. Logan's needs, but as a homeowner, he does not want to change the ordinance because he is afraid this could happen next door to him and he does not want that. The ordinance is there to protect the homeowner.

City Attorney Roy D. Tucker stated if Staff prepares a report and brings the report back, at that time Council would give additional direction to Staff on whether the City is to prepare an ordinance to modify that requirement within the zoning code. At a later meeting there would be a Public Hearing and additional publication before it can be enacted.

Councilmember Ivory Vann stated he went to Ms. Logan's house. He stated it was very neat and clean and was located on a corner lot with a large privacy fence. He feels if DHS says Ms. Logan can have twelve (12) children, she should be allowed to have twelve (12) children in her home daycare. He also feels the traffic shouldn't be a problem.

Mayor Bob Coburn closed the Public Hearing.

Motion was made by Councilmember Marlon Coleman, seconded by Deputy Mayor James Gulley to approve direction to Staff to research what other communities are doing as it relates to this issue, review the matter in 60 days, and to refund the applicant, Cassandra Logan her rezoning application fee in the amount of \$200.00.

AYE: Deputy Mayor James Gulley, Councilmember Janey Boydston, Councilmember Patrick Cale, Councilmember Marlon Coleman, Councilmember Wayne Johnson, Councilmember Derrick Reed, Councilmember Ivory Vann

NAY: Mayor John R. Coburn, Councilmember Dan Hall

Carried

Deny the request for rezoning. (Councilmember Patrick Cale)

Motion was made by Councilmember Patrick Cale, seconded by Deputy Mayor James Gulley to DENY the request for rezoning.

AYE: 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

NAY: Mayor John R. Coburn

Carried

- 11 Hold a Public Hearing and take action on the approval of Ordinance No. 4032-A rezoning the property located at 318 S. Cherokee Street, more particularly described in the ordinance, from "R-1" Single-Family Residential District to "I-1" Light Industrial 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 applicant, City of Muskogee (Public Works), is requesting the property located at 318 S. Cherokee Street to be rezoned from "R-1" Single-Family Residential District to "I-1" Light Industrial District to allow a new Public Works (Maintenance Headquarters) building to be located on the property.

According to the Land Use Map, the Cherokee Street corridor (running parallel to the railroad) is classified as Light Industrial. The request to rezone to "I-1" Light Industrial complies with the Comprehensive Plan and Land Use Map adopted by the City of Muskogee.

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

November 6, 2017 at 9:00 a.m.: City of Muskogee Planning & Zoning Commission

November 7, 2017 at 4:00 p.m.: Public Works Committee

November 13, 2017 at 7:00 p.m. Muskogee City Council Meeting

Mayor Bob Coburn closed the Public Hearing.

Motion was made by Deputy Mayor James Gulley, seconded by Councilmember Wayne Johnson to approve Ordinance No. 4032-A rezoning the property located at 318 S. Cherokee Street, more particularly described in the ordinance, from "R-1" Single-Family Residential District to "I-1" Light Industrial District, and if approved, authorize Staff to revise the Official Zoning Map of the City to reflect said change.

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

- 12 Consider approval of a Preliminary and Final Plat of Janie's Addition, consisting of one (1) lot on 4.33 acres, located on the south side of Gibson Street, west of Civitan Park, or take other necessary action. (Gary D. Garvin)

Planning Director Gary Garvin stated the applicant, Anthony Glen Cox, has indicated the property is being platted into one (1) lot on 4.33 acres to allow the property to be developed residentially. The applicant is proposing to build a new single-family dwelling on the property. Subdivision Review Committee reviewed the Preliminary and Final Plats, and recommended approval with conditions (all conditions have been complied with).

Motion was made by Deputy Mayor James Gulley, seconded by Councilmember Wayne Johnson to approve a Preliminary and Final Plat of Janie's Addition, consisting of one (1) lot on 4.33 acres, located on the south side of Gibson Street, west of Civitan Park.

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

- 13 Consider approval of Ordinance No. 4030-A amending the City of Muskogee Code of Ordinances, Chapter 2, Administration, Article II, Municipal Government Organization; by Amending Section 2-20, Meetings of the Council, by providing for modified meeting times for the City Council and City Council Committees; Providing for Repealer, Severability, and Setting an Effective date, or take other necessary action. (Roy D. Tucker)

City Attorney Roy D. Tucker stated at the City Council meeting on October 23, 2017, Council approved changing the time of the City Council meeting and the day and time of the Public Works and Finance Committees to Mondays at 5:30 p.m., effective date will be January 1, 2018, so this will not affect any meetings for the remainder of the calendar year. Staff has prepared an ordinance memorializing the change for consideration.

Motion was made by Councilmember Wayne Johnson, seconded by Councilmember Marlon Coleman to approve Ordinance No. 4030-A amending the City of Muskogee Code of Ordinances, Chapter 2, Administration, Article II, Municipal Government Organization; by Amending Section 2-20, Meetings of the Council, by providing for modified meeting times, Mondays at 5:30 p.m., beginning January 1, 2018, for the City Council and City Council Committees.

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

- 14 Consider approval to surplus 2004 Gradall XL3100 Excavator and to authorize the City Manager to dispose of the same, or take other necessary action. (Mike Miller)

City Manager Mike Miller 2004 Gradall XL3100 Excavator to be sold due to the purchase of a new Gradall.

Motion was made by Councilmember Janey Boydston, seconded by Deputy Mayor James Gulley to approve surplus 2004 Gradall XL3100 Excavator and to authorize the City Manager to dispose of the same.

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

NAY: Councilmember Marlon Coleman, Councilmember Dan Hall

Carried

- 15 Discuss and take action to approve an amendment to the cooperative agreement with the Oklahoma Music Hall of Fame & Museum, Inc. providing for a supplemental appropriation for fiscal year 2017-2018. (Mike Miller)

City Manager Mike Miller stated in Committee, Council determined that the proposed new Muskogee Arts and Cultural Authority presented by staff at the November 7, 2017, Public Works Committee required further discussion and consideration prior to action. Staff was therefore directed to confer with the Executive Director of the Oklahoma Music Hall of Fame (OMHOF) to determine if the City could provide a supplemental appropriation which would ensure continued operations until a more permanent solution could be found. The appropriations requested would allow OMHOF to continue operations while pursuing a more permanent solution.

Councilmember Wayne Johnson stated he appreciates the time and hard work City Manager Mike Miller and Jim Blair have spent on this and he would like the meetings to begin as quickly as possible to get direction on what to do next.

Motion was made by Deputy Mayor James Gulley, seconded by Councilmember Janey Boydston to approve an amendment to the cooperative agreement with the Oklahoma Music Hall of Fame & Museum, Inc. providing for a supplemental appropriation for fiscal year 2017-2018.

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.

Wayne Johnson, 1505 N. 16th, Muskogee, Oklahoma, stated three (3) years ago he started a discussion regarding the commitment that needed to be done to repair downtown Muskogee City sidewalks. The trees that were planted downtown many years ago started uprooting the sidewalks. The project was started with very little funding at the time. Mr. Johnson stated he is proud to walk downtown. He thanked the Public Works Department for doing a phenomenal job. The sidewalks look fantastic and the new lighting looks great. Downtown Muskogee is really coming together.

Ivory Vann, 4338 Columbus St., Muskogee, Oklahoma, stated he attended Congressman Barney Frank's Rally. This was a rally regarding the Five (5) Civilized Tribes. People from all over the United States attended. Mr. Vann stated he enjoyed the rally and thanked Congressman Frank Barney and others who helped put this rally together and bring attention to the issues of the tribes.

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

Motion was made by Councilmember Janey Boydston, seconded by Councilmember Wayne Johnson 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.4, Title 25, Oklahoma Statutes, consider convening in executive session to discuss the worker's compensation claim of Chad Farmer, and if necessary, take appropriate action in open session. (Roy D. Tucker)

Council reconvened from Executive Session at 8:05 p.m.

Motion was made by Councilmember Wayne Johnson, seconded by Deputy Mayor James Gulley to approve the settlement of worker's compensation claim of Chad Farmer in the amount of \$10,500.00 under the terms discussed in 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

- B **(No Action Necessary):** Pursuant to Section 307 C.10, Title 25, Oklahoma Statutes, consider convening in Executive Session for the purpose of conferring on matters pertaining to economic development in the Northwest quadrant of the City as well as economic development within the urban renewal area, and if necessary, take appropriate action in open session. (Gary D. Garvin)

ADJOURN

JOHN R. COBURN, MAYOR

TAMMY L. TRACY, CITY CLERK

Regular City Council

1.

Meeting Date: 11/27/2017
Initiator: Tammy Tracy, City Clerk
Department: City Clerk
Staff Information Source:

Information

AGENDA ITEM TITLE:

Approval of claims for all city departments for November 1, 2017 through November 15, 2017.

BACKGROUND:

RECOMMENDED ACTION:

Fiscal Impact

Attachments

Claims 11.1.17 thru 11.15.17

CITY OF MUSKOGEE CLAIMS
NOVEMBER 1, 2017 TO NOVEMBER 15, 2017

CHECK NO	VENDOR NAME	CHECK DATE	CHECK AMOUNT
194860	ASHLEY, TYRUS	11/1/2017	60.91
194861	BATES, JEFF D	11/1/2017	32.98
194862	BRIAN & ALEXANDRA CRAWFORD	11/1/2017	44.08
194863	BUTLER, RACHEL DAWN	11/1/2017	8.15
194864	DOKE HOLDINGS	11/1/2017	48.15
194865	FISHER, BOBBY JOE	11/1/2017	74.04
194866	GURLEY, MYRANDA G	11/1/2017	13.70
194867	HARRIS, KAGEN	11/1/2017	67.93
194868	KING, TERESA J	11/1/2017	62.38
194869	NICIA'S NATURALS	11/1/2017	42.58
194870	PETTIT, JAROD	11/1/2017	65.71
194871	PETTIT, JARROD	11/1/2017	65.71
194872	PIANSENCIA, FRANCISCO H	11/1/2017	8.15
194873	REEDER, JACKIE M	11/1/2017	52.03
194874	SOTO, PACHECO ANGEL ARNOLDO	11/1/2017	4.35
194875	SPURLOCK, DENNIS	11/1/2017	105.19
194876	WILEY JR, CHARLES W	11/1/2017	60.00
194877	ARNOLD, J L	11/2/2017	47.89
194878	BEAVER, CHRISTINA M	11/2/2017	33.15
194879	BUSSEY, DON T / BILL	11/2/2017	22.96
194880	COLLINS, MYRTLE L	11/2/2017	51.48
194881	HOGNER, ASHLEY N	11/2/2017	3.81
194882	KAY, JAMES	11/2/2017	34.33
194883	MCCAF, INC	11/2/2017	51.85
194884	ORCUTT, JOSEPH L	11/2/2017	60.00
194885	PETTIT, JARROD	11/2/2017	51.85
194886	SMITH, JERRY	11/2/2017	51.85
194887	WARD, HERBERT	11/2/2017	6.05
194888	BROOKE HALL	11/3/2017	26.75
194889	CLARENCE MCBRIDE	11/3/2017	26.75
194890	DANNY DUPONT	11/3/2017	26.75
194891	DONNIE BENNETT	11/3/2017	26.75
194892	ERIC TWYMAN	11/3/2017	26.75
194893	HELEN HULL	11/3/2017	26.75
194894	JACOB IRELAND	11/3/2017	26.75
194895	JOHN HOOPER	11/3/2017	26.75
194896	LESLIE ARNOLD	11/3/2017	26.75
194897	LINCOLN ANDERSON	11/3/2017	26.75
194898	MARK WILKERSON	11/3/2017	26.75

194899	MICHAEL SCHNEIDER	11/3/2017	26.75
194900	NICHOLAS FRAZEE	11/3/2017	26.75
194901	SHAWN BROWN	11/3/2017	26.75
194902	STORMIE RICE	11/3/2017	26.75
194903	ABIGAIL WRIGHT	11/3/2017	12.00
194904	ACTION GROUP STAFFING	11/3/2017	4,998.98
194905	AMERICAN INDUSTRIAL SUPPLY CO	11/3/2017	377.60
194906	APAC CENTRAL INC	11/3/2017	19,620.38
194907	ASCAP	11/3/2017	345.17
194908	AT&T MOBILITY #918-577-2585 (C	11/3/2017	17.31
194909	B & R ELECTRIC SERVICE INC	11/3/2017	500.65
194910	BANK OF OKLAHOMA - VISA	11/3/2017	199.73
194911	BARRY STONE	11/3/2017	50.00
194912	JANEY C BOYDSTON	11/3/2017	75.00
194913	BRENNTAG SOUTHWEST INC	11/3/2017	1,382.56
194914	BROKEN ARROW ELECTRIC	11/3/2017	2,919.95
194915	BROOKE HALL	11/3/2017	38.00
194916	C & C SUPPLY AND SERVICE CO.	11/3/2017	171.65
194917	CAGLE'S FLOWERS & GIFTS	11/3/2017	170.85
194918	CAMPBELL WHOLESALE CO INC	11/3/2017	587.47
194919	CARE AROUND THE CLOCK INC	11/3/2017	2,564.08
194920	CIMARRON HOTEL & SUITES	11/3/2017	851.76
194921	CINTAS CORPORATION #2	11/3/2017	139.38
194922	CITYWIDE PROPERTY MAINTENANCE	11/3/2017	1,659.91
194923	CLIFFORD POWER SYSTEMS INC	11/3/2017	632.00
194924	BOB COBURN	11/3/2017	75.00
194925	MARLON COLEMAN	11/3/2017	75.00
194926	COMMERCIAL FITNESS CONCEPTS, L	11/3/2017	147.50
194927	CROWL OIL CO INC	11/3/2017	815.60
194928	DAN HURD	11/3/2017	490.00
194929	DAVID'S DISCOUNT TIRES INC	11/3/2017	385.64
194930	DEALERS ELECTRICAL SUPPLY	11/3/2017	784.97
194931	DILLON SWAIM	11/3/2017	217.00
194932	DIRT WORK DONE RIGHT	11/3/2017	3,870.00
194933	DIRT WORK DONE RIGHT	11/3/2017	4,285.00
194934	EXPRESS EMPLOYMENT PROFESSIONA	11/3/2017	3,832.73
194935	FASTENAL COMPANY	11/3/2017	389.16
194936	FERGUSON ENTERPRISES INC	11/3/2017	2,240.93
194937	GLOBAL OVERHEAD DOOR LLC	11/3/2017	0.00
194938	GREG RILEY	11/3/2017	12.00
194939	HALL, DAN	11/3/2017	75.00
194940	HOGLE COMPANY	11/3/2017	15.90
194941	HOLIDAY INN - ARDMORE	11/3/2017	546.00
194942	HOMELAND STORES INC	11/3/2017	376.74
194943	IBT INC	11/3/2017	8.96
194944	INTERSTATE ELECTRIC CORPORATIO	11/3/2017	42,065.42
194945	JACK HOOPES	11/3/2017	40.73

194946 JASON GREEN	11/3/2017	12.00
194947 JEAN-RAY ENTERPRISES LLC	11/3/2017	431.10
194948 WAYNE A JOHNSON	11/3/2017	75.00
194949 KAREN COKER	11/3/2017	12.00
194950 LOWES	11/3/2017	1,699.74
194951 MARK WILKERSON	11/3/2017	10.00
194952 MARK WILKERSON	11/3/2017	38.00
194953 MID AMERICA METER, INC	11/3/2017	52.20
194954 MORGAN SERVICES COMPANY LLC	11/3/2017	50.00
194955 MUSCOGEE STAFFING SOLUTIONS, L	11/3/2017	1,602.30
194956 MUSKOGEE CHAMBER OF COMMERCE	11/3/2017	2,750.00
194957 MUSKOGEE COUNTY CLERK	11/3/2017	1,053.00
194958 MUSKOGEE DAILY PHOENIX	11/3/2017	186.50
194959 MUSKOGEE LOCK & KEY	11/3/2017	13.95
194960 MUSKOGEE NON-PROFIT RESOURCE C	11/3/2017	12,500.00
194961 MUTUAL OF OMAHA INSURANCE CO	11/3/2017	8,678.81
194962 OFFICE DEPOT	11/3/2017	566.83
194963 OG&E - ACCT #35947999-5	11/3/2017	142,991.14
194964 OKLAHOMA ASSOC OF CHIEFS OF PO	11/3/2017	180.00
194965 OKLAHOMA CONSTRUCTION IND BOAR	11/3/2017	35.00
194966 OKLAHOMA NATURAL GAS	11/3/2017	1,049.24
194967 OLSSON ASSOCIATES	11/3/2017	1,007.50
194968 ONE SOURCE MANAGED SVCS	11/3/2017	3,747.00
194969 ONE SOURCE WATER LLC	11/3/2017	247.00
194970 OREILLY AUTO PARTS	11/3/2017	218.14
194971 OZARK LASER & SHORING, INC.	11/3/2017	150.00
194972 PATSY ROBERTS	11/3/2017	30.00
194973 PREMIER USA INC.	11/3/2017	1,066.40
194974 PRIME AUTOMOTIVE WAREHOUSE LLC	11/3/2017	1,090.11
194975 DERRICK REED	11/3/2017	75.00
194976 RICHARDSON LOGIC CONTROLS, LLC	11/3/2017	500.00
194977 RICK EWING	11/3/2017	142.33
194978 ROGERS STATE UNIVERSITY	11/3/2017	200.00
194979 RON DRAKE CONSULTING LLC	11/3/2017	6,000.00
194980 ROY TUCKER	11/3/2017	140.00
194981 ROY'S UPHOLSTERY	11/3/2017	95.00
194982 S & D ELECTRIC MOTOR SHOP LLC	11/3/2017	3,400.00
194983 SADLER PAPER COMPANY	11/3/2017	130.27
194984 SAFETY-KLEEN SYSTEMS INC	11/3/2017	238.83
194985 SALTUS TECHNOLOGIES LLC	11/3/2017	330.00
194986 SB SERVICES LLC	11/3/2017	4,057.00
194987 SHI INTERNATIONAL CORP	11/3/2017	33,894.00
194988 SHINOOK AUTO MACHINE	11/3/2017	167.00
194989 SPORTS FACILITIES MANAGEMENT,	11/3/2017	25,920.34
194990 STAUB INVESTMENTS INC. DBA GAL	11/3/2017	16.00
194991 STUART C IRBY CO	11/3/2017	573.97
194992 SUPERIOR LINEN SERVICE INC	11/3/2017	185.80

194993	TECHNICAL PROGRAMMING SERVICES	11/3/2017	4,536.33
194994	TODD PATRICK	11/3/2017	25.00
194995	TULSA ASPHALT LLC	11/3/2017	2,949.52
194996	UNIFIRST HOLDINGS LP	11/3/2017	0.00
194997	UNIFIRST HOLDINGS LP	11/3/2017	2,121.92
194998	USA BLUEBOOK	11/3/2017	118.89
194999	UTILITY TECHNOLOGY SERVICES IN	11/3/2017	950.00
195000	IVORY L VANN	11/3/2017	75.00
195001	WALKER COMPANIES	11/3/2017	88.00
195002	WASTE MANAGEMENT OF OKLAHOMA I	11/3/2017	48.00
195003	BEAL, JOHN	11/3/2017	17.39
195004	CLARK, EARL D JR	11/3/2017	7.40
195005	GRAYSON, MELINDA K	11/3/2017	52.59
195006	JOHNSON, BILLY G	11/3/2017	38.50
195007	RANDOLPH, CHARLES C	11/3/2017	4.60
195008	TSUI, FALLON N	11/3/2017	5.86
195009	OVERHEAD DOOR SOLUTIONS LLC	11/3/2017	459.50
195010	TRACTOR SUPPLY CO	11/3/2017	92.57
195011	TRACTOR SUPPLY CO	11/3/2017	15.99
195012	REMEMBRANCE TRUST	11/6/2017	60.00
195013	BLUECROSS/BLUE SHIELD OF OK	11/7/2017	143,797.26
195014	HODGES, AMBER L	11/8/2017	267.85
195015	ACCURATE LABS & TRAINING CENTE	11/9/2017	2,645.00
195016	ACTION GROUP STAFFING	11/9/2017	7,543.31
195017	ADVANCE AUTO PARTS 64771111001	11/9/2017	892.77
195018	AMERICAN STAMP & MARKING PRODU	11/9/2017	95.13
195019	APAC CENTRAL INC	11/9/2017	1,106.30
195020	FOREMOST PROMOTIONS	11/9/2017	93.04
195021	AT&T #918 682-2825 211 0	11/9/2017	1,028.10
195022	AUFFENBERG CHEVROLET CADILLAC	11/9/2017	500.39
195023	B & J OIL CO INC	11/9/2017	15,981.17
195024	B & R ELECTRIC SERVICE INC	11/9/2017	200.00
195025	BANCFIRST	11/9/2017	13,125.00
195026	BEN E. KEITH	11/9/2017	267.90
195027	BERTREM PRODUCTS INC	11/9/2017	1,000.99
195028	BLAKE WELDON	11/9/2017	58.50
195029	DALE L BOOTS, JR	11/9/2017	50.00
195030	BRAINERD CHEMICAL COMPANY INC	11/9/2017	9,217.02
195031	BRENNTAG SOUTHWEST INC	11/9/2017	18,703.20
195032	BROKEN ARROW ELECTRIC	11/9/2017	1,640.84
195033	C & C SUPPLY AND SERVICE CO.	11/9/2017	32.00
195034	CARE AROUND THE CLOCK INC	11/9/2017	39,137.00
195035	JUSTIN CAWVEY	11/9/2017	1,322.80
195036	CHIEF FIRE & SAFETY	11/9/2017	770.00
195037	CHRIS CUMMINGS	11/9/2017	43.51
195038	CHRIS CUMMINGS	11/9/2017	76.83
195039	CHRIS NIKELS AUTOHAUS INC	11/9/2017	92.85

195040 CINCINNATI RADIATOR SERVICE IN	11/9/2017	89.00
195041 CINTAS CORPORATION #2	11/9/2017	137.06
195042 CITYWIDE PROPERTY MAINTENANCE	11/9/2017	2,589.05
195043 CLIFFORD POWER SYSTEMS INC	11/9/2017	601.50
195044 DAVID'S DISCOUNT TIRES INC	11/9/2017	1,479.54
195045 DEALERS ELECTRICAL SUPPLY	11/9/2017	15.23
195046 DEPARTMENT OF ENVIRONMENTAL QU	11/9/2017	70.00
195047 COLLEEN DURBIN	11/9/2017	900.00
195048 EVANS ENTERPRISES INC	11/9/2017	3,400.46
195049 EXPRESS EMPLOYMENT PROFESSIONA	11/9/2017	4,932.07
195050 FASTENAL COMPANY	11/9/2017	1,567.61
195051 FERRARA FIRE APPARATUS INC	11/9/2017	7,157.58
195052 FIRE SERVICE TRAINING	11/9/2017	74.00
195053 FLEETPRIDE INC	11/9/2017	175.18
195054 ANDRAE FREEMAN	11/9/2017	400.00
195055 DEREK GIBSON	11/9/2017	3,885.00
195056 HACH COMPANY	11/9/2017	783.40
195057 HARRISON TIRE & SUPPLY	11/9/2017	20.00
195058 HAYNES EQUIPMENT COMPANY	11/9/2017	11,580.45
195059 HIX AIR CONDITIONING SERVICE	11/9/2017	958.00
195060 HOGLE COMPANY	11/9/2017	650.56
195061 HOMELAND STORES INC	11/9/2017	685.34
195062 IMPERIAL LLC	11/9/2017	197.25
195063 INDIAN CAPITAL TECHNOLOGY CENT	11/9/2017	175.00
195064 JACK HOOPES	11/9/2017	40.98
195065 KEVIN HERON TOOLS - SNAP ON	11/9/2017	84.45
195066 LAKE REGION ELECTRIC COOPERATI	11/9/2017	85.00
195067 LAMBERT VET SUPPLY	11/9/2017	871.99
195068 LOCKE SUPPLY CO	11/9/2017	417.73
195069 LOT MAINTENANCE OF OKLAHOMA IN	11/9/2017	32,974.80
195070 LOVE BOTTLING CO - #107510	11/9/2017	64.30
195071 LOVE BOTTLING CO - #170700	11/9/2017	186.76
195072 LOWES	11/9/2017	0.00
195073 LOWES	11/9/2017	2,173.41
195074 MAIN STREET MUSKOGEE, INC	11/9/2017	2,500.00
195075 MARVIN'S MOWERS AND OUTDOOR LL	11/9/2017	695.28
195076 MATTHEW C. BEESE	11/9/2017	301.08
195077 MAZZIOS PIZZA	11/9/2017	72.89
195078 MOORE MEDICAL LLC	11/9/2017	220.11
195079 MORGAN SERVICES COMPANY LLC	11/9/2017	25.00
195080 MOSAIC CROP NUTRITION LLC	11/9/2017	6,669.88
195081 MUSCOGEE STAFFING SOLUTIONS, L	11/9/2017	1,124.20
195082 MUSKOGEE CHAMBER OF COMMERCE	11/9/2017	103,083.32
195083 MUSKOGEE CITY COUNTY 911 TRUST	11/9/2017	47,855.37
195084 MUSKOGEE COUNTY CLERK	11/9/2017	370.00
195085 MUSKOGEE COUNTY DISTRICT COURT	11/9/2017	219.14
195086 MUSKOGEE DAILY PHOENIX	11/9/2017	307.38

195087 MUSKOGEE LOCK & KEY	11/9/2017	178.45
195088 NCTRC	11/9/2017	80.00
195089 NEWTON EQUIPMENT LLC	11/9/2017	62.51
195090 NEWTON, BRYCE DBA	11/9/2017	70.00
195091 OCT EQUIPMENT INC	11/9/2017	114.30
195092 OFFICE DEPOT	11/9/2017	136.41
195093 OKLAHOMA BAR ASSOCIATION	11/9/2017	150.00
195094 OKLAHOMA CHILLER CORPORATION	11/9/2017	1,125.09
195095 OKLAHOMA NATURAL GAS	11/9/2017	1,097.61
195096 OKLAHOMA SECRETARY OF STATE	11/9/2017	20.00
195097 OKLAHOMA SECRETARY OF STATE	11/9/2017	20.00
195098 OKLAHOMA SECRETARY OF STATE	11/9/2017	20.00
195099 OKLAHOMA TURNPIKE AUTHORITY (O	11/9/2017	8.35
195100 OKLAHOMA UNIFORM BUILDING CODE	11/9/2017	572.00
195101 ONE SOURCE WATER LLC	11/9/2017	252.50
195102 OREILLY AUTO PARTS	11/9/2017	1,760.45
195103 PATE INDUSTRIAL SUPPLY INC	11/9/2017	593.51
195104 PIED PIPER SERVICES	11/9/2017	846.00
195105 PIONEER ABSTRACT & TITLE COMPA	11/9/2017	250.00
195106 PIONEER'S JANITORIAL SVC	11/9/2017	345.00
195107 PREMIER TRUCK GROUP	11/9/2017	598.93
195108 PREMIER USA INC.	11/9/2017	533.20
195109 PROFESSIONAL PAVEMENT PRODUCTS	11/9/2017	417.20
195110 RDJ SPECIALTIES INC	11/9/2017	789.04
195111 REST CARE OF OKLAHOMA	11/9/2017	58.05
195112 RETAIL ATTRACTIONS LLC	11/9/2017	4,000.00
195113 RICHEY'S MUFFLER, BRAKES & MOR	11/9/2017	92.49
195114 RIVERSIDE AUTOPLEX OF MUSKOGEE	11/9/2017	606.16
195115 ROBERT E. ALLEN, JR. DBA SPARK	11/9/2017	675.00
195116 RODNEY BROOK	11/9/2017	150.46
195117 ROXY OPERATING ACCOUNT	11/9/2017	4,000.00
195118 SADLER PAPER COMPANY	11/9/2017	380.73
195119 SITEONE LANDSCAPE SUPPLY LLC	11/9/2017	300.00
195120 SPRINT PCS	11/9/2017	2,943.81
195121 STUART C IRBY CO	11/9/2017	19.00
195122 SUPERIOR LINEN SERVICE INC	11/9/2017	129.11
195123 SUREEXPRESS	11/9/2017	25.00
195124 TECHNICAL PROGRAMMING SERVICES	11/9/2017	349.57
195125 THREE RIVERS MUSEUM	11/9/2017	4,166.66
195126 THYSENKRUPP ELEVATOR CORP	11/9/2017	525.00
195127 TRAFFIC ENGINEERING CONSULTANT	11/9/2017	7,081.00
195128 TRANSUNION RISK & ALTERNATIVE	11/9/2017	111.00
195129 UNIFIRST HOLDINGS LP	11/9/2017	952.44
195130 UNITED RENTALS (NORTH AMERICA)	11/9/2017	645.18
195131 USA BLUEBOOK	11/9/2017	877.09
195132 VISION SERVICES PLAN, OKLAHOMA	11/9/2017	6,310.05
195133 WALKER COMPANIES	11/9/2017	65.00

195134 WAYMAN, CINDY	11/9/2017	182.00
195135 WHEELER METALS	11/9/2017	212.80
195136 WINDOW DESIGNS AND INTERIOR DE	11/9/2017	615.00
195137 CROSBY, CINDY	11/13/2017	52.95
195138 DOSS, RONALD	11/13/2017	41.58
195139 EBY, JAMES E	11/13/2017	38.15
195140 EPPS, AUSTIN L	11/13/2017	19.29
195141 HA, KHON HUYNH	11/13/2017	21.56
195142 HESTER, WENDY B	11/13/2017	63.28
195143 JAYNE, LILLIAN	11/13/2017	50.36
195144 JIMENEZ MARTINEZ, GREGORIO	11/13/2017	100.00
195145 KENTUCKY FRIED CHICKEN	11/13/2017	489.95
195146 KENTUCKY FRIED CHICKEN	11/13/2017	346.69
195147 NORDMAN, LAURA A	11/13/2017	9.41
195148 PALMER, RODNEY/LISA	11/13/2017	48.15
195149 PETERS, LARRY	11/13/2017	8.30
195150 PETTIT, JAROD	11/13/2017	57.39
195151 PETTIT, JARROD	11/13/2017	108.31
195152 PRIDE AMUSEMENTS	11/13/2017	925.53
195153 PRIDE AMUSMENTS	11/13/2017	862.67
195154 TRUST CO. OF OKLAHOMA	11/13/2017	52.59
195155 JOHN C TEDESCO DO PA	11/13/2017	0.00
195156 SPORTS FACILITIES MANAGEMENT,	11/14/2017	33,650.00
195157 CITY OF MUSKOGEE LHBX SFM ACCO	11/15/2017	1,862.16
195158 OKLAHOMA MUSIC HALL OF FAME	11/15/2017	37,996.00

Regular City Council**2.**

Meeting Date: 11/27/2017

Initiator: Tammy Tracy, City Clerk

Department: City Clerk

Staff Information Source: Gary D. Garvin, Director of Planning & Economic Development

Information**AGENDA ITEM TITLE:**

Approval to accept the lowest and best bids from Simpson Carpentry in the amount of \$7,700.00 to repair the dwelling located at 1414 Tamaroa Street, and Tom Crabtree in the amount of \$10,475.00 to repair the dwelling located at 1506 N. 16th Street, for a total of \$18,175.00 to repair two (2) dwellings through the Muskogee Rehabilitation and Revitalization Program, or take other necessary action. (Gary D. Garvin)

BACKGROUND:

The Inspection Department reviewed bids to repair two (2) dwellings under the City of Muskogee Rehabilitation and Revitalization Program. Upon completion of the two (2) additional dwellings, this will final out the FY 2017-18 COM Foundation Grant (Housing Program) in the amount of \$100,000.00. The two (2) dwellings to be repaired are as follows:

1414 Tamaroa Street - Simpson Carpentry - \$7,700.00

1506 N. 16th Street - Tom Crabtree - \$10,475.00

Total amount to repair two (2) structures - \$18,175.00

See attached Bidders Tabulation Sheet for bid results

RECOMMENDED ACTION:

Approve awarding lowest and best bids to Simpson Carpentry in the amount of \$7,700.00 to repair the dwelling located at 1414 Tamaroa Street, and Tom Crabtree in the amount of \$10,475.00 to repair the dwelling located at 1506 N. 16th Street, for a total of \$18,175.00 to repair two (2) dwellings through the Muskogee Rehabilitation and Revitalization Program.

Fiscal Impact**FUNDING SOURCE:**

COM Foundation Grant in the amount of \$100,000.

AttachmentsBid Tabulation Sheet - Housing Program



Approved by Purchasing: _____

Approved by City Council: _____

[illegible]

Witnessed by: David Charles
Deane Ward

Approved by:

Regular City Council**3.**

Meeting Date: 11/27/2017

Submitted For: Greg Riley, Public Works Initiator: Christy Byrd, Office Administrator I

Department: Public Works

Staff Information Source: Greg Riley, Director of Public Works, Morris Baxter, Traffic Supervisor

Information**AGENDA ITEM TITLE:**

Approval of Resolution No. 2709 to participate in a project with the Oklahoma Department of Transportation (ODOT) to replace the traffic signal at US-62 (Shawnee Bypass) and Country Club Road, or take other necessary action. (Greg Riley)

BACKGROUND:

Traffic Engineering Consultants (TEC) completed a study on the traffic signal at US 62 (Shawnee Bypass) and Country Club Road and signal improvements are warranted. Oklahoma Department of Transportation (ODOT) has agreed to provide funding for 80% of the traffic signal costs which are estimated at \$200,000.00 making the estimated split \$160,000.00 to ODOT and \$40,000.00 to the City. The City will also be responsible for the street construction costs that are estimated at \$250,000.00. The left turn lanes will be lengthened in three directions (northbound, southbound and eastbound) which will provide for much needed improvements to the intersection. ODOT has the funding proposed in their 2018 budget. We will complete plans and have the project ready to bid within their window. The attached resolution is required for ODOT to proceed with funding of the project.

RECOMMENDED ACTION:

Approval of a Resolution to participate with ODOT in a traffic signal project at US-62 (Shawnee Bypass) and Country Club Road.

Fiscal Impact**Attachments**2709 RES ODOT Traffic Signal

RESOLUTION NO. 2709

A RESOLUTION APPROVING PARTICIPATION WITH THE STATE OF OKLAHOMA DEPARTMENT OF TRANSPORTATION IN A TRAFFIC SIGNAL PROJECT.

WHEREAS, Traffic Engineering Consultants, Inc. (TEC) has completed a traffic study at the intersection of US-62 and Country Club Road within the city limits of the City of Muskogee, Oklahoma, and said study indicates that traffic signals are warranted at this location; and,

WHEREAS, the City of Muskogee agrees to the following funding participation costs:

a. Preliminary Engineer's Estimate.

The City of Muskogee agrees to participate in the funding for the project costs including construction engineering up to 20% of the total Project costs. The preliminary engineer's project cost estimate is \$200,000 for a traffic signal upgrade of the existing traffic signals. The City of Muskogee's share is estimated to be \$40,000.

b. Final Engineer's Estimate (at time of project letting).

The City of Muskogee agrees to provide any additional matching funds required to satisfy their agreed participation share of the project costs, based on the Contract Bid Costs.

c. Final Project Cost (upon project completion and final auditing).

The City of Muskogee agrees to provide any additional matching funds required to satisfy their agreed participation share of the final project costs, as outlined in the maintenance agreement between the City of Muskogee and the Department.

WHEREAS, the City of Muskogee agrees to provide any additional right-of-way necessary for construction, to move or have moved any utilities that are necessary for the completion of the project and,

WHEREAS, the City of Muskogee agrees to provide a qualified Engineer to prepare the necessary engineering plans, specifications and construction cost estimates for the project, and

WHEREAS, the City of Muskogee agrees to execute a maintenance agreement to maintain the traffic signal device to a level of service acceptable to the Oklahoma Department of Transportation and pay all utility expenses associated with the operation of the traffic signal device.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Muskogee and duly signed by the Mayor this _____ day of _____ ,

THE CITY OF MUSKOGEE, OKLAHOMA

By: _____

ATTEST:

City Clerk

Regular City Council

4.

Meeting Date: 11/27/2017
Initiator: Drew Saffell, Airport Manager
Department: Assistant City Manager
Staff Information Source: Drew Saffell

Information

AGENDA ITEM TITLE:

Approval of an agreement with Garver, LLC., for professional services for the Terminal Apron Handstand Construction Project #17031561 at Muskogee-Davis Regional Airport, or take other necessary action. (Drew Saffell)

BACKGROUND:

This Agreement for Professional Services will provide grant administration, bidding, and construction services for the Muskogee-Davis Regional Airport Terminal Apron Hardstand construction project #17031561. The proposed Terminal Apron Hardstand will consist of a 175' x 50' concrete parking area that can accommodate at least three small, two midsize, or one large jet. This hardstand will minimize damage from heavy aircraft on the newly rehabilitated terminal parking apron and provide premium parking for our corporate customers.

RECOMMENDED ACTION:

Approve the Agreement for Professional Services for the Terminal Apron Hardstand construction project #17031561 between Garver and the City of Muskogee- Muskogee-Davis Regional Airport.

Fiscal Impact

FUNDING SOURCE:

Engineering fees for grand administration, bidding, and construction services total \$45,000.00. The City of Muskogee is responsible for 5% of the total project costs including costs within this agreement which total \$2,250.00 funded using airport funds. The remaining 95% will be funded using a grant from the Oklahoma Aeronautics Commission.

Attachments

Garver Agreement
OAC Notice Design & Bid



AGREEMENT FOR PROFESSIONAL SERVICES
Apron Hardstand Construction
City of Muskogee – David Field Airport
Muskogee, Oklahoma
Project No. 17031561

THIS AGREEMENT FOR PROFESSIONAL SERVICES is made by and between the **City of Muskogee, Oklahoma** hereinafter referred to as “Owner,” and **GARVER, LLC**, hereinafter referred to as “GARVER”.

The Owner intends to make the following improvements:

Construct a new concrete apron hardstand within the limits of the existing asphalt terminal apron. The project is to be paid for by the Oklahoma Aeronautics Commission (OAC) and City of Muskogee.

GARVER will provide professional services related to these improvements as described herein.

The Owner and GARVER in consideration of the mutual covenants in this contract agree in respect of the performance of professional services by GARVER and the payment for those services by the Owner as set forth below. Execution of the agreement by GARVER and the Owner constitutes the Owner's written authorization to GARVER to proceed on the date last written below with the services described herein.

SECTION 1 - EMPLOYMENT OF GARVER

The Owner agrees to engage GARVER, and GARVER agrees to perform professional services in connection with the proposed improvements as stated in the sections to follow. These services will conform to the requirements and standards of the Owner and the Federal Aviation Administration, in accordance with regulations and procedures established for Federal Aid Projects. GARVER's services will be coordinated with the Owner, the OAC, and others required in the accomplishment of the work and conform to the standards of practice ordinarily used by members of GARVER's profession practicing under similar conditions. For having rendered such services, the Owner agrees to pay GARVER compensation as stated in the sections to follow.

SECTION 2 - SCOPE OF SERVICES

GARVER's scope of services is described in attached Appendix A.

SECTION 3 - PAYMENT

For the work described under SECTION 2 - SCOPE OF SERVICES, the Owner will pay GARVER on a lump sum and hourly rate basis. The Owner represents that funding sources are in place with the available funds necessary to pay GARVER.

If any payment due GARVER under this agreement is not received within 60 days from date of invoice, GARVER may elect to suspend services under this agreement without penalty or liquidated damages assessed from the Owner.



The table below presents a summary of the fee amounts and fee types for this contract.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Surveys	\$4,000	Lump Sum
Bid Package Development	\$15,000	Lump Sum
Bidding Services	\$5,000	Lump Sum
Construction Phase Services	\$18,000	Hourly
<i>Materials Testing Services (Subconsultant)</i>	\$3,000	Cost + FF
TOTAL FEE	\$45,000	

Surveys, Bid Package Development, & Bidding Services:

The lump sum amount to be paid under this agreement is \$24,000. For informational purposes, a breakdown of GARVER's estimated costs is included in Appendix B with approximate current hourly rates for each employee classification.

Construction Phase Services:

The Owner will pay GARVER, for time spent on the project, at the unburdened hourly payroll rate of each of GARVER's personnel (may include contract staff classified at GARVER's discretion) during the performance of these services multiplied by a 3.20 markup plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The total amount paid to GARVER under this agreement is estimated to be \$18,000. The actual total fee may exceed this estimate with written permission from the Owner. For informational purposes, a breakdown of GARVER's estimated costs is included in Appendix B with approximate current hourly rates for each employee classification.

Expenses other than salary costs that are directly attributable to performance of our professional services will be billed as follows:

1. Direct cost for travel, long distance and wireless communications, outside reproduction and presentation material preparation, and mail/courier expenses.
2. Charges similar to commercial rates for reports, plan sheets, presentation materials, etc.
3. The amount allowed by the federal government for mileage with an additional \$0.05 for survey trucks/vans.
4. Miscellaneous materials and items used by construction observers in carrying out their duties.

Materials Testing Services:

The fee for Materials Testing Services will be negotiated with Kleinfelder, as a subconsultant to GARVER, and is estimated to be approximately \$3,000, including a \$300 fixed fee. The Owner will pay GARVER the amount submitted from the Subconsultant to GARVER.

The Owner will pay GARVER on a monthly basis, based upon statements submitted by GARVER to the Owner indicating the estimated proportion of the work accomplished. Payments not received within 60 days of invoice date will be subject to a one percent monthly simple interest charge. Any unused portion of the fee, due to delays beyond GARVER's control, will be increased 6% annually with the first increase effective on or about July 1, 2018.

As directed by the Owner, some billable work may have been performed by GARVER prior to execution of this agreement. Payment for this work will be made in accordance with the fee arrangement established herein, as approved by the Owner.



Additional Services (Extra Work). For work not described or included in Section 2 – Scope of Services but requested by the Owner in writing, the Owner will pay GARVER, for time spent on the project, at the rates shown in Appendix B for each classification of GARVER's personnel (may include contract staff classified at GARVER's discretion), multiplied by a 3.20 markup, plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The rates shown in Appendix B will be increased annually with the first increase effective on or about July 1, 2018.

SECTION 4 - OWNER'S RESPONSIBILITIES

In connection with the project, the Owner's responsibilities shall include, but not be limited to, the following:

1. Giving thorough consideration to all documents presented by GARVER and informing GARVER of all decisions within a reasonable time so as not to delay the work of GARVER.
2. Making provision for the employees of GARVER to enter public and private lands as required for GARVER to perform necessary preliminary surveys and other investigations.
3. Obtaining the necessary lands, easements and right-of-way for the construction of the work. All costs associated with securing the necessary land interests, including property acquisition and/or easement document preparation, surveys, appraisals, and abstract work, shall be borne by the Owner outside of this contract, except as otherwise described in Section 2 – Scope of Services.
4. Furnishing GARVER such plans and records of construction and operation of existing facilities, available aerial photography, reports, surveys, or copies of the same, related to or bearing on the proposed work as may be in the possession of the Owner. Such documents or data will be returned upon completion of the work or at the request of the Owner.
5. Furnishing GARVER a current boundary survey with easements of record plotted for the project property.
6. Paying all plan review and advertising costs in connection with the project.
7. Providing legal, accounting, and insurance counseling services necessary for the project and such auditing services as the Owner may require.
8. Furnishing permits, permit fees, and approvals from all governmental authorities having jurisdiction over the project and others as may be necessary for completion of the project.
9. Giving prompt written notice to GARVER whenever the Owner observes or otherwise becomes aware of any defect in the project or other events which may substantially alter GARVER's performance under this Agreement.
10. Owner will not hire any of GARVER's employees during performance of this contract and for a period of one year beyond completion of this contract.
11. Furnishing GARVER with previous geotechnical investigation reports in the proposed project area.



SECTION 5 – MISCELLANEOUS

5.1 Instruments of Service

GARVER's instruments of service provided by this agreement consist of the printed hard copy reports, drawings, and specifications issued for the Assignment or Project; whereas electronic media, including CADD files, are tools for their preparation. As a convenience to the Owner, GARVER will furnish to the Owner both printed hard copies and electronic media. In the event of a conflict in their content, however, the printed hard copies shall take precedence over the electronic media.

GARVER's electronic media are furnished without guarantee of compatibility with the Owner's software or hardware, and GARVER's sole responsibility for the electronic media is to furnish a replacement for defective disks within thirty (30) days after delivery to the Owner.

GARVER retains ownership of the printed hard copy drawings and specifications and the electronic media. The Owner is granted a license for their use, but only in the operation and maintenance of the Project or Assignment for which they were provided. Use of these materials for modification, extension, or expansion of this Project or on any other project, unless under the direction of GARVER, shall be without liability to GARVER and GARVER's consultants. The Owner shall indemnify, defend, save harmless GARVER, GARVER's consultants, and the officers and employees of any of them from and against any and all claims, liabilities, damages, losses, and costs, including but not limited to costs of defense, arising out of the Owner's use of these materials for modification, extension, or expansion of this Project or on any other project not under the direction of GARVER.

Because data stored in electronic media form can be altered, either intentionally or unintentionally, by transcription, machine error, environmental factors, or by operators, it is agreed that the Owner shall indemnify, defend, save harmless GARVER, GARVER's consultants, and the officers and employees of any of them from and against any and all claims, liabilities, damages, losses, and costs, including but not limited to costs of defense, arising out of changes or modifications to the data in electronic media form in the Owner's possession or released to others by the Owner and for any use of the electronic media and printed hard copy drawings and specifications outside the license granted by this provision.

5.2 Opinions of Cost

Since GARVER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, GARVER's Estimates of Project Costs and Construction Costs provided for herein are to be made on the basis of GARVER's experience and qualifications and represent GARVER's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but GARVER cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from estimates prepared by GARVER.

The Owner understands that the construction cost estimates developed by GARVER do not establish a limit for the construction contract amount. If the actual amount of the low construction bid exceeds the construction budget established by the Owner, GARVER will not be required to re-design the project without additional compensation.

5.3 Underground Utilities

GARVER will not provide research regarding utilities and survey utilities located and marked by their owners as provided for in this agreement. Additionally, since many utility companies typically will not locate and mark their underground facilities prior to notice of excavation, GARVER is not responsible for knowing whether



underground utilities are present or knowing the exact location of utilities for design and cost estimating purposes. Additionally, GARVER is not responsible for damage to underground utilities, unmarked or improperly marked, caused by geotechnical, potholing, construction, or other subconsultants working under a subcontract to this agreement.

5.4 Insurance

GARVER currently has in force, and agrees to maintain in force for the life of this Contract, the following minimum schedule of insurance:

Worker's Compensation	Statutory Limit
Automobile Liability (Combined Property Damage and Bodily Injury)	\$500,000.00
General Liability (Combined Property Damage and Bodily Injury)	\$1,000,000.00
Professional Liability	\$2,000,000.00

5.5 Indemnity Provision

Subject to the limitation on liability set forth in Section 5.8, GARVER agrees to indemnify the Owner for damages, liabilities, or costs (including reasonable attorneys' fees) to the extent the damages and costs are caused by the negligent acts, errors, or omissions of GARVER, its subconsultants, or any other party for whom GARVER is legally liable, in the performance of their professional services under this contract.

The Owner agrees to indemnify GARVER for damages, liabilities, or costs (including reasonable attorneys' fees) to the extent the damages and costs are caused by the negligent acts, errors, or omissions of the Owner, its agents, or any other party for whom the Owner is legally liable, in the performance of their professional services under this contract.

In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of GARVER and the Owner, they shall be borne by each party in proportion to its own negligence.

Owner agrees that any claim or suit for damages made or filed against GARVER by Owner will be made or filed solely against GARVER or its successors or assigns and that no member or employee of GARVER shall be personally liable to Owner for damages under any circumstances.

5.6 Design without Construction Phase Services

In the event GARVER's Scope of Services under this agreement is amended to exclude project observation or review of the Contractor's performance or any other construction phase services, the Owner assumes all responsibility for interpretation of the Construction Contract Documents and for construction observation and supervision and waives any claims against GARVER that may be in any way connected thereto.

In addition, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold GARVER harmless from any loss, claim or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Construction



Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of GARVER.

If the Owner requests in writing that GARVER provide any specific construction phase services and if GARVER agrees in writing to provide such services, then they shall be compensated for the work as Additional Services.

5.7 Limitation of Liability

In recognition of the relative risks and benefits of the project to both the Owner and GARVER, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of GARVER and its subconsultants to the Owner and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims for expenses from any cause or causes, so that the total aggregate liability of GARVER and its subconsultants to all those named shall not exceed GARVER's total fee for services rendered on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contractor warranty, and indemnity obligations.

Notwithstanding any other provision to the contrary in this Agreement or a Work Authorization and to the fullest extent permitted by law, neither Owner nor Garver shall be liable, whether based on contract, tort, negligence, strict liability, warranty, indemnity, error and omission, or any other cause whatsoever, for any consequential, special, incidental, indirect, punitive, or exemplary damages, or damages arising from or in connection with loss of power, loss of use, loss of revenue or profit (actual or anticipated), loss by reason of shutdown or non-operation, increased cost of construction, cost of capital, cost of replacement power or customer claims, and Owner hereby releases Garver, and Garver releases Owner, from any such liability.

5.7.1 Hazardous Materials

Nothing in this agreement shall be construed or interpreted as requiring GARVER to assume any role in the identification, evaluation, treatment, storage, disposal, or transportation of any hazardous substance or waste. Notwithstanding any other provision to the contrary in this Agreement or a Work Authorization and to the fullest extent permitted by law, Owner shall indemnify, defend and save GARVER and its affiliates, subconsultants, agents, suppliers, and any and all employees, officers, directors of any of the foregoing, if any, from and against any and all losses which arise out of the performance of the Services and relating to the regulation and/or protection of the environment, including, without limitation, losses incurred in connection with characterization, handling, transportation, storage, removal, remediation, disturbance, or disposal of hazardous material, whether above or below ground.

5.8 Mediation

The Owner and GARVER agree that any and all discussions resulting from this clause are confidential. As they may apply to the presiding rules of evidence, negotiations pursuant to this clause shall not imply admission of responsibility or guilt for the aggravating action, but shall be regarded as compromise, resolution attempts, and settlement negotiations.

The Owner and GARVER agree to, through good faith efforts, first attempt to resolve all conflicts that arise out of or related to this Agreement, through direct discussions involving senior and/or executive management representatives from their respective organizations. It is a requirement of this clause for this condition be attempted prior to the use of other dispute resolution processes. If the respective representatives are unable to develop a compromise resolving the dispute, such that it is satisfactory to both parties within thirty (30) calendar days after a party delivers a written notice of such dispute, then further mediation processes shall begin, as described herein.



If direct discussions fail to resolve the dispute, the Owner and Garver further agree to pursue non-binding mediation unless the parties mutually agree otherwise.

The Owner and GARVER further agree to use their reasonable best efforts to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants and in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

5.9 Litigation Assistance

This Agreement does not include costs of GARVER for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the Owner, unless Litigation Assistance has been expressly included as part of the work defined in Section 2 - Scope of Services. In the event the Owner requests such services of GARVER, this Agreement shall be amended in writing by both the Owner and GARVER or a separate written agreement will be negotiated between the parties.

SECTION 6 - CONTROL OF SERVICES

This is an Oklahoma Contract and in the event of a dispute concerning a question of fact in connection with the provisions of this contract which cannot be disposed of by mutual agreement between the Owner and GARVER, the matter shall be resolved in accordance with the Laws of the State of Oklahoma.

This Agreement may be terminated by either party by seven (7) days written notice in the event of substantial failure to perform in accordance with the terms hereof by the one (1) party through no fault to the other party or for the convenience of the Owner upon delivery of written notice to GARVER. If this Agreement is so terminated, GARVER shall be paid for the time and materials expended to accomplish the services performed to date, as provided in SECTION 3 - PAYMENT; however, GARVER may be required to furnish an accounting of all costs.

SECTION 7 - SUCCESSORS AND ASSIGNS

The Owner and GARVER each bind themselves and their successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; neither the Owner nor GARVER shall assign, sublet, or transfer their interest in this agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

SECTION 8 – APPENDICES AND EXHIBITS

8.1 The following Appendices and/or Exhibits are attached to and made a part of this Agreement:

8.1.1 Appendix A – Scope of Services

8.1.2 Appendix B – Rate Schedule & Manhour Tables



8.2 This Agreement (consisting of pages 1 to 8, inclusive) together with the appendices and exhibits identified above constitute the entire agreement between the Owner and GARVER and supersede all prior written or oral understandings. This Agreement and said appendices and exhibits may only be amended, supplemented, modified or canceled by a duly executed written instrument.

Acceptance of this proposed Agreement is indicated by an authorized agent of the Owner signing in the space provided below. Please return one signed original of this Agreement to GARVER for our records.

IN WITNESS WHEREOF, Owner and GARVER have executed this Agreement effective as of the date last written below.

CITY OF MUSKOGEE, OKLAHOMA

By: _____
Signature

Name: _____
Printed Name

Title: _____

Date: _____

Attest: _____

GARVER, LLC

By:  _____
Signature

Digitally signed by
Michael J. Griffin
Date: 2017.10.03
15:08:59-05'00'

Name: Michael J. Griffin
Printed Name

Title: Senior Vice President

Attest: 



APPENDIX A - SCOPE OF SERVICES
Apron Hardstand Construction
City of Muskogee – David Field Airport
Muskogee, Oklahoma
Project No. 17031561

2.1 General

Generally, the scope of services includes surveying, bid package preparation, bidding services, construction phase services, and materials testing services for improvements to Muskogee – David Field Airport. Improvements will consist primarily of construction of a concrete hardstand within the limits of the existing terminal apron.

2.2 Surveys

Garver will provide field survey data from field work for designing the project, and this survey will be tied to the Owner's control network. Garver will conduct field surveys, utilizing radial topography methods, at intervals and for distances at and/or along the project site as appropriate for modeling the existing ground, including locations of pertinent features or improvements. Buildings and other structures, streets, drainage features, visible utilities as well as those underground utilities marked by their owners and/or representatives, and any other pertinent topographic features that may be present at and/or along the project site, will be located. Control points will be established for use during construction.

2.3 Geotechnical Services

No geotechnical investigation will be completed as part of this project. The Owner will submit any past Geotechnical Reports from the project area to Garver to review.

2.4 Bid Package Development

Garver will prepare detailed construction drawings, specifications, instructions to bidders, general provisions and special provisions, all based on guides furnished to Garver by the Owner and FAA. Contract Documents (Plans, Specifications, and Estimates) will be prepared for award of one (1) construction contract. These designs shall conform to the standards of practice ordinarily used by members of GARVER's profession practicing under similar conditions and shall be submitted to the FAA office from which approval must be obtained. Detailed specifications shall be developed using FAA "Standards for Specifying Construction for Airports" AC 150/5370-10 (latest edition) or other appropriate standards approved for use by the FAA. A specimen copy of the General Provisions and applicable prevailing wage rates will be obtained by Garver from the FAA or Department of Labor as appropriate for incorporation into the specifications for the proposed project.

2.5 Bidding Services

Garver will assist the Owner in advertising for and obtaining bids or negotiating proposals for each separate prime contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, and receive and process deposits for Bidding Documents. The Owner will pay advertising costs outside of this contract. Garver will issue addenda as appropriate to interpret, clarify, or expand the Bidding Documents. Garver will consult with and advise the Owner as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for



those portions of the work as to which such acceptability is required by the Bidding Documents. Garver will consult with the Owner concerning and determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents. Garver will attend the bid opening, prepare bid tabulation sheets, and assist the Owner in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services. Garver will assist the Owner in the execution of all contract documents and furnish a sufficient number of executed documents for the Owner, Contractor and OAC.

2.6 Construction Phase Services

During the construction phase of work, Garver will accomplish the following:

1. Support the Owner's improvement plan by accomplishing preliminary planning, and/or engineering work as directed by the Owner. The work shall include the preparation of opinions of costs, preliminary plans, applications for local, state, and federal funds, and services required to support the Owner's applications for funds.
2. Prior to issuing the Notice to Proceed letter, Garver will prepare a "Construction Management Plan" to be submitted to the OAC for acceptance. At a minimum, the plan shall list key construction personnel, qualifications of construction management personnel, and materials quality assurance information.
3. Attend preconstruction meeting.
4. Attend teleconference progress/coordination meetings with the Owner /Contractor.
5. Evaluate and respond to construction material submittals and shop drawings. Corrections or comments made by Garver on the shop drawings during this review will not relieve Contractor from compliance with requirements of the drawings and specifications. The check will only be for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner. Garver's review shall not constitute approval of safety precautions or constitute approval of construction means, methods, techniques, sequences, procedures, or assembly of various components. When certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, either directly or implied for a complete and workable system, Garver shall be entitled to rely upon such submittal or implied certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.
6. Consult with and advise the Owner during the construction period. Garver will submit, when requested by the Owner, written reports to the Owner on the progress of the construction including any problem areas that have developed or are anticipated to develop. In addition, Garver shall supply to Owner such periodic reports and information as may be required by the OAC.
7. Issue instructions to the Contractor on behalf of the Owner and issue necessary clarifications (respond to RFIs) regarding the construction contract documents.
8. Review the Contractor's progress payment requests based on the actual quantities of contract items completed and accepted, and will make a recommendation to the Owner regarding payment. Garver's recommendation for payment shall not be a representation that Garver has made exhaustive or continuous inspections to (1) check the quality or exact quantities of the Work; (2) to review billings from Subcontractors and material suppliers to substantiate the Contractor's right to payment; or (3) to ascertain how the Contractor has used money previously paid to the Contractor.
9. Maintain a set of working drawings and prepare and furnish record drawings.
10. Provide part-time resident construction observation services for the 30-calendar-day construction contract performance time. The proposed fee is based on 7 site visits, including a site visit for each



of the following construction activities:

- Layout of the Hardstand
 - Evaluation of the subgrade after excavation
 - Evaluation of finished aggregate base
 - Concrete placement (2 visits)
 - Final inspection
 - Final closeout inspection.
11. When authorized by the Owner, prepare change orders or supplemental agreements, as appropriate, for ordering changes in the work from that originally shown on the Plans and Specifications. If re-design or substantial engineering is required in the preparation of these documents, payment for extra services involved will be made in addition to the payment provided in basic engineering services.
12. Participate in final project inspection, prepare punch list, review final project closeout documents, and submit final pay request.

Construction observation services will be provided by Garver's Resident Project Representative, who will provide or accomplish the following:

- Consult with and advise the Owner during the construction period.
- Coordinate with the firm providing construction materials quality assurance testing under separate contract with the Owner. Coordinate with this firm to insure that all material tests required for construction are scheduled and accomplished in a manner that will not delay the Contractor unnecessarily and will meet specification requirements as to location and frequency.
- Maintain a file of quantities incorporated into the work, test reports, certifications, shop drawings and submittals, and other appropriate information.
- Maintain a project diary which will contain information pertinent to each site visit.
- Prepare requests for monthly and final payments to the Contractor.
- Provide information for preparation of record drawings of the completed project.
- Administer the "Construction Management Plan" prepared by Garver.

In performing construction observation services, Garver will endeavor to protect the Owner against defects and deficiencies in the work of the Contractor(s); but Garver does not guarantee the performance of the Contractor(s), nor is Garver responsible for the actual supervision of construction operations. Garver does not guarantee the performance of the contracts by the Contractors nor assume any duty to supervise safety procedures followed by any Contractor or subcontractor or their respective employees or by any other person at the job site. However, if at any time during construction Garver observes that the Contractor's work does not comply with the construction contract documents, Garver will notify the Contractor of such non-compliance and instruct him to correct the deficiency and/or stop work, as appropriate for the situation. Garver will also record the observance, the discussion, and the actions taken. If the Contractor continues without satisfactory corrective action, Garver will notify the Owner immediately, so that appropriate action under the Owner's contract with the Contractor can be taken.

As a minimum, Garver's project engineer or his qualified representative will visit the site of the work on the average of once during each fifteen (15) working days of the construction period. These visits should be scheduled to coincide with each new phase of construction, scheduled OAC inspections, and other times when his presence is desirable. Garver's project engineer or his qualified representative will be available at all times work is in progress for telephone contact by the construction observer. Garver's project engineer shall direct, supervise, advise, and counsel the construction observer in the accomplishment of his duties.



2.7 Materials Testing Services

Garver will coordinate with a subcontractor, Kleinfelder, to perform materials testing services in accordance with the Construction Management Plan.

2.8 Project Deliverables

The following will be submitted to the Owner, or others as indicated, by Garver:

1. One copy of the Engineer's Memo.
2. One copy of the Final Design with opinion of probable construction cost.
3. Three copies of the Final Plans and Specifications to the Contractor.
4. One copy of the Construction Management Plan.
5. One hard copy set of Record Drawings.
6. Electronic files as requested.

2.9 Extra Work

The following items are not included under this agreement but will be considered as extra work:

1. Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
2. Submittals or deliverables in addition to those listed herein.
3. Geotechnical borings or investigations.
4. Design of any utilities relocation.
5. Retaining walls or other significant structural design.
6. Apron lighting or other electrical design.
7. Preparation of a Storm Water Pollution Prevention Plan (SWPPP). The construction contract documents will require the Contractor to prepare, maintain, and submit a SWPPP to DEQ.
8. Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
9. Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
10. Services after construction, such as warranty follow-up, operations support, etc.
11. Litigation Assistance.

Extra Work will be as directed by the Owner in writing for an additional fee as agreed upon by the Owner and Garver.

2.10 Schedule

Garver shall begin work upon execution of this Agreement and shall complete the work within a mutually agreeable schedule.



APPENDIX B
MKO Hardstand Construction
Garver Hourly Rate Schedule: July 2017 - June 2018

Classification	Rates
Engineers / Architects	
E-1	\$ 33.70
E-2	\$ 39.05
E-3	\$ 47.30
E-4	\$ 55.20
E-5	\$ 67.40
E-6	\$ 84.50
E-7	\$ 112.25
Planners / Environmental Specialist	
P-1	\$ 40.60
P-2	\$ 50.90
P-3	\$ 63.35
P-4	\$ 71.80
P-5	\$ 83.45
P-6	\$ 95.00
P-7	\$ 115.00
Designers	
D-1	\$ 31.50
D-2	\$ 36.90
D-3	\$ 43.80
D-4	\$ 50.90
Technicians	
T-1	\$ 24.50
T-2	\$ 31.10
T-3	\$ 37.90
Surveyors	
S-1	\$ 15.05
S-2	\$ 19.90
S-3	\$ 26.80
S-4	\$ 38.40
S-5	\$ 50.90
S-6	\$ 57.90
2-Man Crew (Survey)	\$ 58.30
3-Man Crew (Survey)	\$ 73.35
2-Man Crew (GPS Survey)	NA
3-Man Crew (GPS Survey)	NA
Construction Observation	
C-1	\$ 29.65
C-2	\$ 38.10
C-3	\$ 46.65
C-4	\$ 57.40
Management / Administration	
M-1	\$ 115.00
X-1	\$ 19.25
X-2	\$ 26.15
X-3	\$ 36.45
X-4	\$ 46.45
X-5	\$ 57.05
X-6	\$ 72.70

APPENDIX B

MUSKOGEE - DAVID FIELD AIRPORT HARDSTAND CONSTRUCTION

SURVEYS

WORK TASK DESCRIPTION	E-4	E-3	E-2	E-1	S-4	2-Man Crew (Survey)	D-1
	\$55.20	\$47.30	\$39.05	\$33.70	\$38.40	\$58.30	\$31.50
	hr	hr	hr	hr	hr	hr	hr
1. Surveys - Topographic							
Survey Coordination	2				2		
Topographic Surveys						12	
Data Processing/DTM Preparation					6		
Subtotal - Surveying	2	0	0	0	8	12	0

Hours	2	0	0	0	8	12	0
Salary Costs	\$110.40	\$0.00	\$0.00	\$0.00	\$307.20	\$699.60	\$0.00

SUBTOTAL - SALARIES: **\$1,117.20**

**LABOR AND GENERAL
ADMINISTRATIVE OVERHEAD** **\$2,147.93**

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$58.13
Postage/Freight/Courier	\$0.00
Travel Costs (1 Trip)	\$155.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: **\$213.13**

SUBTOTAL: **\$3,478.26**

SUBCONSULTANTS FEE: **\$0.00**

PROFESSIONAL FEE **\$521.74**

TOTAL FEE: **\$4,000.00**

APPENDIX B

MUSKOGEE - DAVID FIELD AIRPORT HARDSTAND CONSTRUCTION

BID PACKAGE DEVELOPMENT

WORK TASK DESCRIPTION	E-4	E-3	E-2	E-1	S-4	2-Man Crew (Survey)	T-1
	\$55.20	\$47.30	\$39.05	\$33.70	\$38.40	\$58.30	\$24.50
	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering							
Kickoff Meeting	2		2				2
Site Visit			8				
Coordination with Owner / OAC	4		4				
Pavement Design	1		4				
Final Plans							
Cover Sheet			1				4
General Notes			1				6
Construction Safety and Phasing			2				8
Typical Section			2				8
Layout Plan	1		2				10
Joint Layout Plan			2				10
Concrete Details			2				4
Specifications/Contract Documents	2		8				
Quantities	1		1				6
Opinion of Probable Construction Cost	1		2				
Engineering Report (Memo)	2		8				
QC Review	2		4				
Subtotal - Civil Engineering	16	0	53	0	0	0	58

Hours	16	0	53	0	0	0	58
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Salary Costs	\$883.20	\$0.00	\$2,069.65	\$0.00	\$0.00	\$0.00	\$1,421.00
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SUBTOTAL - SALARIES: \$4,373.85

**LABOR AND GENERAL
ADMINISTRATIVE OVERHEAD \$8,409.16**

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$65.46
Postage/Freight/Courier	\$40.00
Travel Costs (1 Trip)	\$155.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$260.46

SUBTOTAL: \$13,043.47

SUBCONSULTANTS FEE: \$0.00

PROFESSIONAL FEE \$1,956.52

TOTAL FEE: \$15,000.00

APPENDIX B

MUSKOGEE - DAVID FIELD AIRPORT HARDSTAND CONSTRUCTION

BIDDING SERVICES

WORK TASK DESCRIPTION	E-4	E-3	E-2	E-1	S-4	2-Man Crew (Survey)	T-1
	\$55.20	\$47.30	\$39.05	\$33.70	\$38.40	\$58.30	\$24.50
	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering							
Dispense plans and specs to prospective bidders	1						
Addendums/Inquiries	1						2
Bid Opening	8						
Prepare bid tabulation	1						4
Evaluate bids and recommend award	2						
Prepare construction contracts	2						10
Notice to Proceed	1						4
Subtotal - Civil Engineering	16	0	0	0	0	0	20

Hours	16	0	0	0	0	0	20
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Salary Costs	\$883.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$490.00
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SUBTOTAL - SALARIES:	\$1,373.20
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LABOR AND GENERAL ADMINISTRATIVE OVERHEAD	\$2,640.11
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DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$129.51
Postage/Freight/Courier	\$50.00
Travel Costs (1 Trip)	\$155.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES:	\$334.51
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SUBTOTAL:	\$4,347.82
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SUBCONSULTANTS FEE:	\$0.00
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PROFESSIONAL FEE	\$652.17
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TOTAL FEE:	\$5,000.00
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APPENDIX B

MUSKOGEE - DAVID FIELD AIRPORT HARDSTAND CONSTRUCTION

CONSTRUCTION PHASE SERVICES

WORK TASK DESCRIPTION	E-4	E-3	E-2	E-1	S-4	2-Man Crew (Survey)	T-1
	\$55.20	\$47.30	\$39.05	\$33.70	\$38.40	\$58.30	\$24.50
	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering							
Construction Management Plan			2				6
Preconstruction Meeting	1		6				2
Coordination with Owner	1		6				
Progress Meetings with Contractor/Owner(Telecon; 5)	3		5				
Monthly Pay Requests (2)	2		8				
Shop Drawings/Material Submittals	1		2				8
Record Drawings	1		2				4
Construction Observation (7 Site Visits)			56				
Prepare Change Orders	1		2				
Final Project Inspection and Punchlist			6				2
Subtotal - Civil Engineering	10	0	95	0	0	0	22

Hours	10	0	95	0	0	0	22
Salary Costs	\$552.00	\$0.00	\$3,709.75	\$0.00	\$0.00	\$0.00	\$539.00

SUBTOTAL - SALARIES: \$4,800.75

LABOR AND GENERAL

ADMINISTRATIVE OVERHEAD \$9,229.92

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$176.50
Postage/Freight/Courier	\$50.00
Travel Costs (9 Trips)	\$1,395.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$1,621.50

SUBTOTAL: \$15,652.17

SUBCONSULTANTS FEE: \$0.00

PROFESSIONAL FEE \$2,347.83

TOTAL FEE: \$18,000.00



Oklahoma Aeronautics Commission

November 6, 2017

Honorable Bob Coburn, Mayor
City of Muskogee
229 W Okmulgee Ave.
Muskogee, OK 74401

Dear Mayor Coburn,

On October 4, 2017, the Oklahoma Aeronautics Commission (Commission) approved the Proposed Three Year Capital Improvement Program (CIP) for FY 2018 - FY 2020. The City of Muskogee (City) is identified in the FY 2018 section of that CIP and is eligible to receive a State Grant. The State Grant approved scope of work consists of the construction of a high strength concrete hard-stand at Muskogee Davis Regional Airport. The funding ratio for a State Grant is 95% state grant funds and 5% City matching funds on all eligible items.

This letter serves as your Notice to Proceed and complete only the design and bidding phases for the approved scope of work. Once bids have been obtained, the City must submit a completed State Grant Application to the Commission.

Once the Commission has formally approved the State Grant Application, the Commission will provide the City a written Notice to Proceed to Construction. No construction work should occur on the project prior to receipt of the Notice to Proceed to Construction.

Upon receipt of this letter, the Commission requests the City address in writing, to the Commission, the following:

- a. whether the City intends to implement the project; or
- b. whether there will be an additional delay in implementing the project and the reasons for the delay; or
- c. whether the City no longer wishes to proceed with the project; or
- d. if the City requests changes in the conditions applied to the project.

Please send your written response to the undersigned. Should you have any questions or concerns do not hesitate to contact me at 405.604.6904 or Dwilliams@oac.ok.gov.

Respectfully,

A handwritten signature in blue ink that reads "Dale Williams".

Dale Williams
Deputy Director - Airports Division

Cc: Mike Stewart, Assistant City Manager
Drew P. Saffell, Airport Manager

Muskogee Davis Regional

Regional Business Airport

Businesses Utilizing the Airport:

- Koch Industries•Dillards•Love's Travel Stops•CG Bretting Mfg.
- Pine Telephone•Family Dollar•Kum & Go•Wheeler Metal

Project Description

The Overall Development Objective (ODO) of the proposed project is to construct a high strength concrete hard-stand.

CY 2017/2018: Design and Construct ODO.

Project Justification

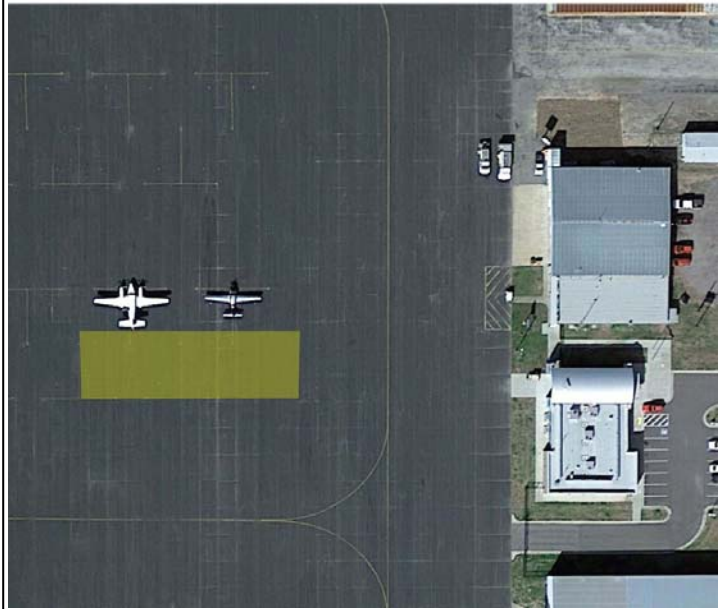
The asphalt apron pavement is exhibiting medium severity longitudinal cracks and raveling with a few areas of minor depressions. Instead of reconstructing the entire apron, which would be very costly, the project will reconstruct a section of the apron in concrete so that it can handle parking the larger aircraft that utilize the airport. This will allow the apron to be utilized without having heavier aircraft continue to deteriorate the apron to a point where it is no longer usable. The typical hard-stand will be 50' wide and 150' long so that it can accommodate at least 3 small or 2 midsize jets.

Airport Information

- Regional Business Airport
- Based Aircraft & Operations: 96 (1 jet) & 12,000
- Runway 13/31: 7,202' x 150'
- Runway 04/22: 4,498' x 75'

Selection Criteria

- Pavement Management: PCI 67
- NPS: Rehabilitate apron: 58
- OASP Goals: Airside PCI > 65



Agency Fiscal Year	FY 2018	FY 2019	FY 2020	Total
Commission	\$166,250			\$166,250
FAA State Apportionment				
FAA Discretionary				
FAA Non-Primary Entitlement				
Sponsor	\$8,750			\$8,750
Total	\$175,000			\$175,000

Federal grants require 10% matching funds while state grants require 5% matching funds. Commission funding is dependent on availability of State funds.

To view full CIP please visit our website oac.ok.gov

Regular City Council

5.

Meeting Date: 11/27/2017

Submitted For: Roy Tucker, City Attorney

Initiator: Roy Tucker, City Attorney

Department: City Attorney

Staff Information Source:

Information

AGENDA ITEM TITLE:

Approval to direct Staff to prepare a plan to solicit a state fair or similar type of event to bring to the City. (Councilor Marlon Coleman)

BACKGROUND:

Councilor Coleman would like to discuss with Council directing staff to prepare a plan to solicit a state fair or similar type event to the City.

RECOMMENDED ACTION:

Provide Direction to Staff.

Fiscal Impact

Attachments

No file(s) attached.

Regular City Council

6.

Meeting Date: 11/27/2017

Initiator: Susan Ross, Office Adm 1

Information

AGENDA ITEM TITLE:

Hold a Public Hearing and take action on the approval of Ordinance 4033-A rezoning the property located at 3123 Gibson Street, more particularly described in the Ordinance, from "C-2" General Commercial District to "R-1" Single-Family Residential, 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)

LEGAL DESCRIPTION:

THE NORTH 360 FEET OF THE WEST 140 FEET OF THE NE1/4 OF SECTION 30, TOWNSHIP 15 NORTH, RANGE 19 EAST OF THE INDIAN BASE AND MERIDIAN, according to the official plat thereof, Muskogee County, State of Oklahoma.

BACKGROUND:

The applicant, Anthony Cox, is requesting the property located at 3123 Gibson Street to be rezoned from "C-2" General Commercial District to "R-1" Single-Family Residential District to allow a new single-family dwelling to be located on the property.

The Comprehensive Plan/Land Use Map, adopted by the City of Muskogee, indicates single-family residential within this area. Therefore, the request to rezone to "R-1" Single-Family complies with the Comprehensive Plan and Land Use Map.

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

November 20, 2017 at 9:00 a.m.: City of Muskogee Planning & Zoning Commission

November 21, 2017 at 4:00 p.m.: Public Works Committee

November 27, 2017 at 7:00 p.m. Muskogee City Council Meeting

RECOMMENDED STAFF ACTION:

Approve the Ordinance rezoning the property located at 3123 Gibson Street from "C-2" General Commercial District to "R-1" Single-Family Residential, and authorize staff to revise the Official Zoning Map of the City to reflect said change.

Fiscal Impact

Attachments

4033-A 11-27-2017 Rezoning

Site Plan/Notice-Cox

ORDINANCE NO. 4033-A

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF MUSKOGEE AS PROVIDED BY CHAPTER 90, SECTION 01-03, OF THE MUSKOGEE CITY CODE, SEPTEMBER 2014, BY RE-ZONING THE NORTH 360 FEET OF THE WEST 140 FEET OF THE NE1/4 OF SECTION 30, TOWNSHIP 15 NORTH, RANGE 19 EAST OF THE INDIAN BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, MUSKOGEE COUNTY, STATE OF OKLAHOMA. CONTAINING 50,400 SQUARE FEET, MORE OR LESS; AND PROVIDING FOR SEVERABILITY. (Anthony Cox, Applicant)

FROM “C-2” GENERAL COMMERCIAL DISTRICT

TO

“R-1” SINGLE-FAMILY RESIDENTIAL DISTRICT

WHEREAS, the City of Muskogee Planning and Zoning Commission, in a meeting held November 20, 2017, did recommend the approval of the rezoning of the property set out above in the title of the Ordinance, and did authorize the director of the Commission to advise the Council of the City of Muskogee of this recommendation,

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

Section 1. THAT, the official zoning map of the City of Muskogee as provided by Chapter 90, Section 01-03, of the Muskogee City Code, September 2014, is hereby amended by changing the District Classification by rezoning; THE NORTH 360 FEET OF THE WEST 140 FEET OF THE NE1/4 OF SECTION 30, TOWNSHIP 15 NORTH, RANGE 19 EAST OF THE INDAIN BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, MUSKOGEE COUNTY, STATE OF OKLAHOMA. CONTAINING 50,400 SQUARE FEET, MORE OR LESS; FROM “C-2” GENERAL COMMERCIAL DISTRICT TO “R-1” SINGLE-FAMILY RESIDENTIAL DISTRICT.

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

Section 2. THAT, the City Clerk is authorized and directed to show such change on the zoning map record.

Section 3: REPEALER. All other ordinances or parts of ordinances in direct conflict herewith are repealed to the extent of the conflict only.

Section 4: 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.

Ordinance No. _____

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY
OF MUSKOGEE, OKLAHOMA, THIS 27TH DAY OF NOVEMBER, 2017.

JOHN R. COBURN, MAYOR

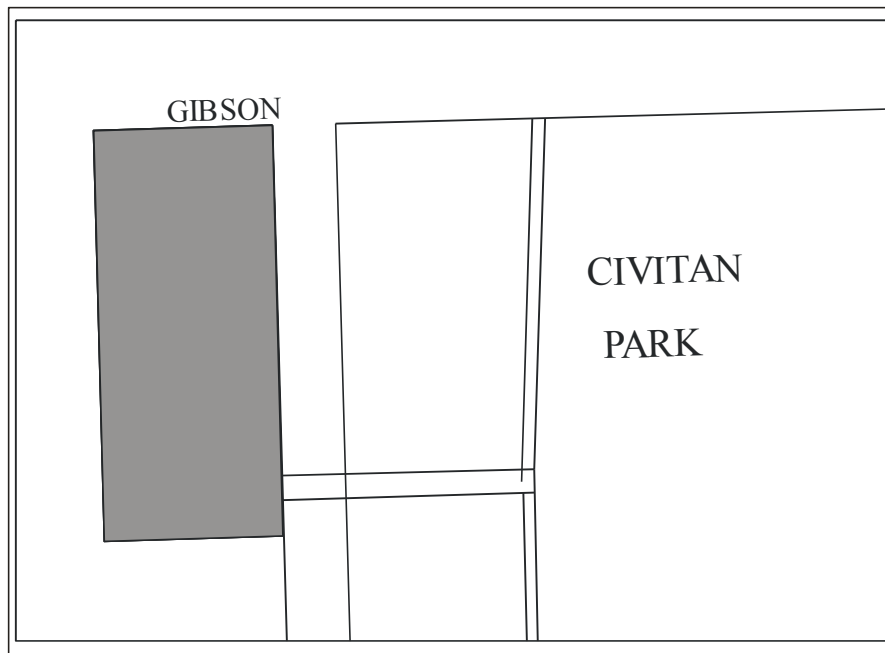
ATTEST:

TAMMY L. TRACY, CITY CLERK
(SEAL)

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

ROY D. TUCKER, CITY ATTORNEY

Public Hearing Notice



Proposal: To rezone property located at 3123 Gibson St, from “C-2” General Commercial District to “R-1” Single Family Residential District. The property is more particularly described as:

The North 360 feet of the West 140 feet of the NE1/4 of Section 30, Township 15 North, Range 19 East of the Indian Base and Meridian, Muskogee County, Oklahoma.

Applicant: Anthony Cox

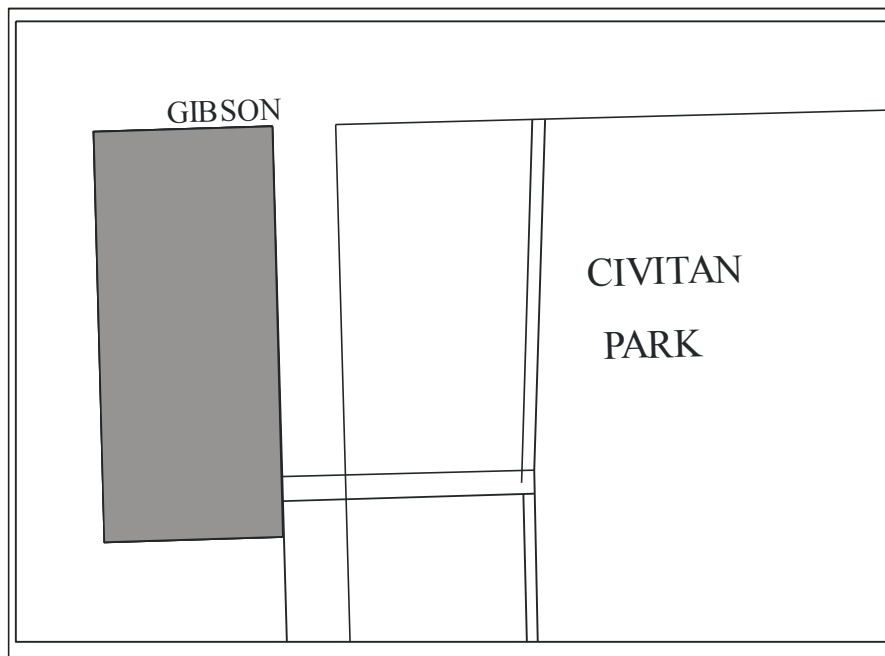
This notice is provided to property owners within 300 feet of the above site to inform them of the following public hearings regarding the above proposal:

November 20, 2017 at 9:00 a.m.: City of Muskogee Planning & Zoning Commission

November 21, 2017 at 4:00 p.m.: City of Muskogee Public Works Committee

November 27, 2017 at 7:00 p.m.: City Council

All of the public hearings will be held in the Council Chambers, 3rd Floor of the City Municipal Building, 3rd Street and Okmulgee, Muskogee, Oklahoma. The purpose of the public hearing is to discuss the above proposal. You are welcome to attend the meeting and express your opinion. If you have questions about the proposal, or need additional information prior to the public hearing, please contact the Planning Department at 918.684-6232.



(Anthon Cox, Applicant)

PUBLIC NOTICE

Notice is hereby given that on November 20, 2017, at 9:00 a.m., in the Council Chambers of the Municipal Building, Muskogee, Oklahoma, a public hearing will be conducted by the City of Muskogee Planning & Zoning Commission, on November 21, 2017, at 4:00 p.m., by the Public Works Committee, and on November 27, 2017, at 7:00 p.m., by the City Council to consider an application to rezone property located at 3123 Gibson Street, from “C-2” *General Commercial* District to “R-1” Single Family Residential District. The property is more particularly described as:

The North 360 feet of the West 140 feet of the NE1/4 of Section 30, Township 15 North, Range 19 East of the Indian Base and Meridian, Muskogee County, Oklahoma.

And for taking any other actions as authorized by law, of which all interested persons will take notice.

Mark Luttrull, Chairman
City of Muskogee Planning & Zoning Commission

Regular City Council

7.

Meeting Date: 11/27/2017

Submitted For: Roy Tucker, City Attorney

Initiator: Roy Tucker, City Attorney

Department: City Attorney

Staff Information Source:

Information

AGENDA ITEM TITLE:

Consider approval of Ordinance No. 4034-A repealing Article 16, Hospitals and Ambulatory Surgical Care Facilities, including Sections 22-674 through 22-675, all contained within Chapter 22, Business Regulations, of the City of Muskogee Code of Ordinances, and reserving said section and article numbers for future use, or take other necessary action. (Roy D. Tucker)

BACKGROUND:

Pursuant to direction given to staff, a proposed ordinance repealing the regulations for hospital and ambulatory surgical care facilities is proposed. This existing ordinance would require any newly created or expanded hospital or surgical care facility to obtain a permit requiring a deposit of \$10,000.00, as well as, a possible feasibility/impact study.

RECOMMENDED ACTION:

Approve proposed ordinance.

Fiscal Impact

Attachments

4034-A Ord Hospital & Ambulatory Services

Existing Ordinance

ORDINANCE NO. 4034-A

AN ORDINANCE OF THE CITY OF MUSKOGEE, OKLAHOMA REPEALING ARTICLE 16, HOSPITALS AND AMBULATORY SURGICAL CARE FACILITIES, INCLUDING SECTIONS 22-674 AND 22-675, ALL CONTAINED WITHIN CHAPTER 22, BUSINESS REGULATIONS, OF THE CITY OF MUSKOGEE CODE OF ORDINANCES, AND RESERVING SAID SECTION AND ARTICLE NUMBERS FOR FUTURE USE.

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

Section 1. Article 16, Hospitals and Ambulatory Surgical Care Facilities, including Sections 22-674 through 22-675, within Chapter 22, Business Regulations, of the City of Muskogee Code of Ordinances are hereby repealed, and Sections and Article numbers are hereby reserved for future use.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MUSKOGEE, OKLAHOMA, THIS _____ DAY OF _____, 2017.

CITY OF MUSKOGEE

JOHN R. COBURN, MAYOR

ATTEST:

TAMMY L. TRACY, CITY CLERK

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

ROY D. TUCKER, CITY ATTORNEY

ARTICLE XVI. - HOSPITALS AND AMBULATORY SURGICAL CARE FACILITIES

Sec. 22-674. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Ambulatory surgical care center or facility means an establishment with an organized medical staff of physicians, with permanent facilities that are equipped and operated primarily for the purpose of performing surgical procedures, with continuous physician services available on call, and registered professional nursing services available on site, whenever a patient is in the facility, which provides services or other accommodations for patients to recover for a period of not to exceed 23 hours after surgery. (As defined by the Ambulatory Surgical Center Regulations under Chapter 615 of the Oklahoma State Department of Health.)

Hospital means any institution, place, building or agency, public or private whether organized for profit or not, devoted primarily to the maintenance and operation of facilities for the diagnosis, treatment or care of patients admitted for overnight stay or longer in order to obtain medical care, surgical care, obstetrical care, or nursing care for illness, disease, injury, infirmity, or deformity. All places where pregnant females are admitted and receive care incident to pregnancy or delivery shall be considered to be a hospital within the meaning of this article, regardless of the number of patients received or the duration of their stay. The term "hospital" includes general medical surgical hospitals, specialized hospitals, critical access and emergency hospitals, and birthing centers. (As defined in the Oklahoma Administrative Code by the Hospital Standards in Chapter 667 of Title 310 of the Oklahoma State Department of Health.) Excluded from this definition is the U.S. Veterans' Hospital.

(Code 1993, § 7-1601; Ord. No. 3700-A, § 1, 2-14-2005)

Sec. 22-675. - Procedures for obtaining permit for facilities defined herein.

The procedures for obtaining a permit for a new or expanded hospital or ambulatory surgical care center or facility shall be as follows:

- (1) No new hospital or ambulatory surgical care center or facility shall be developed, either through construction or conversion of existing space, or an existing hospital or ambulatory surgical care center or facility expanded, in the city unless a permit therefor has been issued by the city clerk.
- (2) Before developing a facility for use as a newly licensed hospital, or expanding an existing hospital, the person proposing to operate the hospital shall apply to the city clerk for a permit for the facility, which shall be in addition to any other required approvals. The application for permit shall be in such form as the city clerk shall prescribe and shall include a demonstration of the hospital's probable impact on existing hospital and surgical services in the city, including permitted facilities not yet completed.
- (3) The application for a permit shall be accompanied by a filing fee equal to a minimum of \$10,000.00 plus any added costs, including the feasibility study, should one be required. The additional fee will be due upon determining the cost of the feasibility study. It is intended that the administrative fee charged herein shall be used to cover the costs of the application administration and evaluation by the city staff. The remainder of the application fee shall be used to pay all costs for a feasibility study, should the city council determine one is necessary, to be conducted by a recognized health care industry consulting firm chosen by the city, demonstrating the existence of the matters herein, declared essential for determination by the mayor and city council, prior to the issuance of such a permit, as well as costs of publication and other matters required to be accomplished under this article. Any portion of the application fee not so expended shall be refunded to the applicant. If it is determined that costs of the feasibility study shall exceed the amount submitted with the application fee, the city clerk shall notify the applicant in writing. Said applicant shall submit the additional amount requested within

ten days or the application shall be stayed until such time as the remainder of the application fee is submitted to the city clerk.

- (4) Within two working days after receipt of the application fee, the city clerk shall provide the applicant with a notice of receipt. Within ten days after receiving a completed application for permit, the planning director shall cause a paid public notice to be published in a newspaper of general circulation in the city and bring the matter before the mayor and city council at its next regularly scheduled meeting. When completed, a copy of the feasibility study shall be provided to the applicant and shall be available for public inspection. The notice shall be for the purpose of notifying the public that the application has been made and shall include the name and proposed location of the facility, a brief description of the proposal, information on where the original application can be viewed, and an explanation of how parties may file materials to be considered along with the application.
- (5) Any person may submit written evidence and argument regarding the proposed hospital or ambulatory surgical care center or facility to the city clerk to be reviewed by city staff, the subdivision review committee and the planning and zoning commission. Written materials shall be submitted to the city clerk within 30 days after publication of the notice. The city clerk shall immediately provide these materials to the applicant by certified mail or in person with the applicant signing a receipt. The applicant shall have 15 days after receipt of the materials to respond in writing to materials timely filed by other persons.
- (6) The city staff, the subdivision review committee and the planning and zoning commission shall be provided with all pertinent materials included in the application process described herein and the feasibility study. The application, written materials and the feasibility study that have been submitted shall be examined by the city staff, the subdivision review committee and the planning and zoning commission who shall review the information and make findings on the following items where applicable:
 - a. The proposed hospital or ambulatory surgical care center or facility will contribute to the orderly development of the hospital and surgical services in the city; and
 - b. The proposed hospital or ambulatory surgical care center or facility will not cause an undue financial or staffing hardship on any existing provider of essential hospital or surgical services in the city, including permitted facilities not yet completed, which hardship shall be deemed potentially capable of causing the existing facility to alter its services to such a degree that it will adversely impact the citizens of the city; and
 - c. The proposed hospital or ambulatory surgical care center or facility can be adequately served by the city's existing utility systems and/or infrastructure; and
 - d. That the proposed hospital or ambulatory surgical care center or facility will not cause a significant increase in the cost of medical care that would adversely impact the citizens of the city.
- (7) Following reviews and recommendations by the city staff, the subdivision review committee and the planning and zoning commission, the city clerk shall schedule the application for permit for consideration at a public hearing before the public works and finance committees of the city council within 30 days. However, in no case shall this hearing be more than 180 days following receipt of the initial application. Notice of this meeting shall be published in a newspaper of general circulation in the Muskogee area at least 20 days prior to the public works and finance committees' review. The city clerk shall forward the findings and recommendation of the city staff and the subdivision review committee to the public works and finance committees along with a copy of timely filed written responses.
- (8) Upon receipt of the reports from the city staff, the subdivision review committee, the planning and zoning commission and the recommendation of the public works and finance committees, the mayor and city council shall determine whether a permit should be issued. In making a final decision on the application, the city council shall consider the findings and recommendation of the city staff, the subdivision review committee and the planning and zoning commission along

with information received at the public hearing. After a review of all the materials presented, the mayor and city council shall make findings of fact on the following items:

- a. The proposed hospital will contribute to the orderly development of the hospital and surgical services in the city;
 - b. The proposed hospital or ambulatory surgical care center or facility will not cause an undue financial or staffing hardship on any existing provider of essential hospital or surgical services in the city, including permitted facilities not yet completed, which hardship shall be deemed potentially capable of causing the existing facility to alter its services to such a degree that it will adversely impact the citizens of the city;
 - c. The proposed hospital or ambulatory surgical care center or facility can be adequately served by the city's existing utility systems and/or infrastructure; and
 - d. That the proposed hospital or ambulatory surgical care center or facility will not cause a significant increase in the cost of medical care that would adversely impact the citizens of the city.
- (9) The city clerk shall not issue a permit to establish a hospital or an ambulatory surgical care center or facility until the city council has approved the application. In the event the mayor and city council approve the application for permit submitted by the prospective builders, it shall be understood that all existing requirements contained in The City Code of Muskogee, Oklahoma, dealing with appropriate zoning and building standards, shall be complied with by the permit recipient. A permit shall be effective for 18 months from the date of issuance of the permit, during which time an applicant shall start construction or conversion work on the facility. At the time the building permit is issued, the applicant shall submit a construction schedule to the city. If construction or conversion work is not started within the time required by this section, the permit shall be null and void.

(Code 1993, § 7-1602; Ord. No. 3700-A, § 1, 2-14-2005)

Regular City Council**8.****Meeting Date:** 11/27/2017**Submitted For:** Rex Eskridge, Police**Initiator:** Chad Farmer,
Deputy Chief**Department:** Police**Staff Information Source:**

Information**AGENDA ITEM TITLE:**

Consider approval to accept the 2018 State of Oklahoma Emergency Management Performance Grant (EMPG) in the amount of \$25,000.00 to be used to fund Emergency Management operations, or take other necessary action. (Rex Eskridge)

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 will be for \$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 2018 Emergency Management Program Grant Application.

The application for this grant was approved at the 11/13/2017 Council Meeting.

RECOMMENDED ACTION:

Accept the 2018 State of Oklahoma Emergency Management Performance Grant (EMPG) in the amount of \$25,000.00 to be used to fund Emergency Management operations. (Rex Eskridge)

Fiscal Impact**Attachments**

2018 EMPG Contract

FY 2018 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. A list of the training produced by all Annex or ESF agencies will be submitted to Oklahoma Department of Emergency Management quarterly.
- b. A list of the exercises produced by all Annex or ESF agencies will be submitted to Oklahoma Department of Emergency Management quarterly.

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 two (2) Oklahoma Department of Emergency Management Strategic Regional Planning Meetings

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

Measurement Methods:

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

10. Current List of Ongoing Whole Community Preparedness Projects

Activities could include, newspaper articles, talks on preparedness to schools and or civic groups, programming weather radios, etc. Remember to include all the Emergency Response Agencies'/Organizations' preparedness efforts in the reports.

Measurement Methods

- a. Copies of articles, agendas, sign in sheets, pictures, journal of actions taken depending on community preparedness actions taken.

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 2018 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 2018 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 2018 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 2018 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 2018 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 2018, 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 2018 to the Oklahoma Department of Emergency Management.
3. **The FY 2018 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, 2017 – December 31, 2017

2nd Quarter: January 1, 2018 – March 31, 2018

3rd Quarter: April 1, 2018 – June 30, 2018

4th Quarter: July 1, 2018 – September 30, 2018

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 2018 EMPG Sub-Grant will be made by the Oklahoma Department of Emergency Management for the First Quarter, after January 15, 2018 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 2018 EMPG Sub-Grant will be made for the Second Quarter after April 15, 2018 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 2018 EMPG Sub-Grant will be made for the Third Quarter after July 15, 2018 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 2018 EMPG Sub-Grant will be made for the fourth quarter after October 15, 2018, 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 2018 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

2018

CA FOR (Name of Applicant)

CITY OF MUSKOGEE EMERGENCY MANAGEMENT

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 - Non-construction Programs

Part II



FEMA Form 20-16C, Certification Regarding Lobbying; Debarment, Suspension, and Other Responsibility Matters; and Drug-Free Workplace Requirements

Part III



N/A

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.

CHAD FARMER

Typed Name of Authorized Representative

Acting F.M. Director

Title



Signature of Authorized Representative

11/21/17

Date

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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.

N/A

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB
0348-0046

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For Material Change Only: Year: _____ Quarter: _____ Date of Last Report: _____
4. Name and Address of Reporting Entity: Prime Subawardee Congressional District, if known: _____ Tier, if known: _____	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime Congressional District, if known: _____	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known:	
10a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI)</i>	10b. Individuals Performing Services <i>(last name, first name, MI, and address if different from No. 10a)</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Federal Use Only:		
Signature: _____ Print Name: _____ Title: _____ Telephone No: _____ Date: _____		

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FY 2018 Emergency Management Program Grant

Signature Page

Approved by the Oklahoma Department of Emergency Management

this 13th day of October, 2017:

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

MAYOR COBURN

Regular City Council

9.

Meeting Date: 11/27/2017
Initiator: Tammy Tracy, City Clerk
Department: City Clerk
Staff Information Source:

Information

AGENDA ITEM TITLE:

Consider approval of the appointment of Bob Coburn to the Airport Board, to serve a two (2) year term beginning December 1, 2017 and ending November 30, 2019, succeeding Councilor Janey Boydston, or take other necessary action. (Mayor Bob Coburn)

BACKGROUND:

The is appointment is to replace the expired term of Councilor Janey Boydston on the Airport Board.

RECOMMENDED ACTION:

Approve appointment.

Fiscal Impact

Attachments

No file(s) attached.
