

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
December 11, 2017

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

INVOCATION - COUNCILMEMBER WAYNE JOHNSON

FLAG SALUTE - MAYOR BOB COBURN

ROLL CALL - MAYOR BOB COBURN

APPROVAL OF MINUTES: CITY COUNCIL REGULAR SESSION NOVEMBER 27, 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. Approve claims for all City departments November 16, 2017 through November 29, 2017.
2. Approve to accept the Engineering Services Agreement from Holloway, Updike and Bellen, Inc. (HUB), for professional services for the plans and specifications for construction of the Civitan Drainage Basin Improvements in the amount of \$112,900.00, or take other necessary action. (Greg Riley)
3. Approve best bid from Rehrig Pacific in the amount of \$53.51 per cart for the purchase of 1,916 residential refuse carts for fiscal year 2017-2018, or take other necessary action. (Greg Riley)

4. Approve awarding a construction contract to the lowest and best bidder, Cook's Consulting, for the construction of Wastewater System Improvements - Port Lift Station Replacement in the amount of \$2,280,000.00, or take other necessary action. (Greg Riley)
5. Approve receiving donated funds for the month of October 2017, in the amount of \$1,013.00 for the City's Animal Shelter Sponsorship Program as per the attached list, or take other necessary action. (Rex Eskridge)
6. Approve the appointment of Dan Hall to the Airport Board, to serve a four (4) year term beginning January 1, 2018, and ending December 30, 2022, succeeding Ben Robinson, or take other necessary action. (Councilor Dan Hall)
7. Approve receiving report on findings and acceptance of recommendations from the Healthy Food Retail Task Force, a subcommittee of the Muskogee Wellness Initiative, or take any necessary action. (Roy D. Tucker)

REGULAR AGENDA

8. Hold a Public Hearing and take action on the approval of Ordinance No. 4035-A to close the twenty (20) foot alley running north and south, located within Block 61, of the Muskogee Original Townsite (MOT), more particularly described in the ordinance, or take other necessary action. (Gary D. Garvin)

THE ALLEY RUNNING NORTH AND SOUTH, 12' ON THE NORTH END,
EXTENDING TO 20' WIDE ON THE SOUTH END. LOCATED BETWEEN LOTS 1-15,
LOT 61, of the Muskogee Original Townsite (MOT), LOCATED IN THE SOUTHWEST
QUARTER (SW1/4) OF SECTION 26, TOWNSHIP 15 NORTH, RANGE 18 EAST,
MUSKOGEE COUNTY, STATE OF OKLAHOMA.

9. Consider approval authorizing the transfer of funds in the amount of \$834,130 to the Muskogee Redevelopment Authority, directing said funds be utilized for the purpose of retiring outstanding debt in favor of the Muskogee Medical Center Authority, as evidenced by the note and loan agreement of May 6, 2015, or take other necessary action. (Mike Miller)
10. Consider approval of the appointment of Dr. Michael Lynn Soper to the Airport Board, to serve a four (4) year term beginning January 1, 2018, and ending December 30, 2022, succeeding Gary Hall, or take other necessary action. (Councilor Wayne Johnson)

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.

11. Consider an Executive Session to discuss and take possible action on the following:
 - A. Pursuant to Section 307B.2, Title 25, Oklahoma Statutes, consider convening in Executive Session to discuss negotiations with the American Federation of State, County and Municipal Employees, Local #2465, and if necessary, take appropriate action in open session. (Kelly Plunkett)
 - B. Pursuant to Section 307B.2, Title 25, Oklahoma Statutes, consider convening in Executive Session to discuss negotiations with the International Association of Fire Fighters, Local # 57, and if necessary, take appropriate action in open session. (Kelly Plunkett)
 - C. 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 projects within the downtown corridor, and if necessary, take appropriate action in open session. (Mike Miller)
 - D. Pursuant to Section 307 C.10, Title 25, Oklahoma Statues, consider convening in Executive Session for the purpose of conferring on matters pertaining to economic development within the Urban Renewal Area, and if necessary, take appropriate action in open session. (Mike Miller)

ADJOURN

Regular City Council

Meeting Date: 12/11/2017

Initiator: Ashley Wallace, Office Adm 1

Department: City Clerk

Staff Information Source:

Information

AGENDA ITEM TITLE:

APPROVAL OF MINUTES: CITY COUNCIL REGULAR SESSION NOVEMBER 27, 2017.

BACKGROUND:

RECOMMENDED ACTION:

Fiscal Impact

Attachments

11-27-2017 ccmin

MINUTES

OF THE COUNCIL OF THE CITY OF MUSKOGEE, OKLAHOMA, MET IN REGULAR SESSION, IN THE COUNCIL CHAMBERS OF CITY HALL MONDAY, NOVEMBER 27, 2017

The Council of the City of Muskogee, Oklahoma, met in Regular Session in Council Chambers of City Hall, Monday, November 27, 2017, at 7:00 p.m., with Mayor Coburn presiding.

Invocation was given by Deputy Mayor James Gulley

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; Rex Eskridge, Police Chief

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

Motion was made by Councilmember Wayne Johnson, seconded by Councilmember Janey Boydston to approve SPECIAL CALL CITY COUNCIL MINUTES NOVEMBER 7, 2017, and CITY COUNCIL REGULAR SESSION NOVEMBER 13, 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 Marlon Coleman 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 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)

Mayor Bob Coburn opened the Public Hearing.

Planning Director Gary Garvin stated 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

Mayor Bob Coburn closed the Public Hearing.

Motion was made by Councilmember Patrick Cale, seconded by Councilmember Janey Boydston to approve 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.

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

Carried - Unanimously

- 7 Consider approval of 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)

City Attorney Roy D. Tucker stated 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.

Motion was made by Councilmember Janey Boydston, seconded by Councilmember Marlon Coleman to approve 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.

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

Carried - Unanimously

- 8 Consider approval 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)

Police Chief Rex Eskridge stated 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 \$25,000.00. 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.

Motion was made by Councilmember Dan Hall, seconded by Councilmember Marlon Coleman to approve 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.

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

Carried - Unanimously

- 9 Consider approval of 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)

Mayor Bob Coburn stated this appointment is to replace the expired term of Councilor Janey Boydston on the Airport Board.

Motion was made by Deputy Mayor James Gulley, seconded by Councilmember Janey Boydston to approve 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.

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

Carried - Unanimously

RECOGNIZE CITIZENS WISHING TO SPEAK TO THE MAYOR AND COUNCIL.

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

Stephen Ezell, 6121 S. 6th Street E., Muskogee, Oklahoma, stated he would like for everyone to recognize the people in our community that are in need of basic necessities such as food and clothing. This holiday season he would like to encourage the citizens of Muskogee to show compassion, by donating to the Salvation Army, putting together baskets of food, donating to homeless shelters, or adopting pets in need of a home. God Bless Muskogee, Oklahoma.

Marcela Ellison, 4113 Stone Creek Drive, Muskogee, Oklahoma, expressed her desire for Council to help her find the location of her "stolen Jewish children."

ADJOURN

JOHN R. COBURN, MAYOR

TAMMY L. TRACY, CITY CLERK

Regular City Council

1.

Meeting Date: 12/11/2017
Initiator: Karen Felts, Office Administrator
Department: Purchasing
Staff Information Source:

Information

AGENDA ITEM TITLE:

Approve claims for all City departments November 16, 2017 through November 29, 2017.

BACKGROUND:

RECOMMENDED ACTION:

Fiscal Impact

Attachments

Claims 11/16/2017 to 11/29/2017

CITY OF MUSKOGEE CLAIMS
11-16-17 TO 11-29-17

CHECK NO	VENDOR NAME	CHECK DATE	CHECK AMOUNT
195159	DOCK WORKS	11/16/2017	7,059.50
195160	BLUECROSS/BLUE SHIELD OF OK	11/16/2017	38,663.34
195161	BUTLER, RACHEL DAWN	11/16/2017	51.85
195162	CLARK, EARL D JR	11/16/2017	51.85
195163	COLLINS, MYRTLE L	11/16/2017	29.49
195164	EBY, JAMES E	11/16/2017	61.85
195165	ORCUTT, JOSEPH L	11/16/2017	21.49
195166	PIANSENCIA, FRANCISCO H	11/16/2017	51.85
195167	REMEMBRANCE TRUST	11/16/2017	10.00
195168	ACTION GROUP STAFFING	11/17/2017	978.75
195169	ADVANCE AUTO PARTS 64771111001	11/17/2017	553.47
195170	AMERICAN MUNICIPAL SERVICES	11/17/2017	40.86
195171	ANIMAL MEDICAL CENTER #15597	11/17/2017	2,024.33
195172	ANIMAL MEDICAL CENTER #15603	11/17/2017	568.00
195173	APAC CENTRAL INC	11/17/2017	8,787.76
195174	AT&T #918 147-0140 002 4	11/17/2017	1,012.00
195175	AT&T #918 147-5528 713 7	11/17/2017	378.00
195176	AT&T MOBILITY	11/17/2017	332.72
195177	B & J OIL CO INC	11/17/2017	16,525.62
195178	BG PRODUCTS INC	11/17/2017	4,308.80
195179	BRITE COMPUTERS	11/17/2017	15,732.00
195180	C & C SUPPLY AND SERVICE CO.	11/17/2017	28.50
195181	CANINE DEVELOPMENT GROUP INC	11/17/2017	300.00
195182	CASANDRA LOGAN	11/17/2017	200.00
195183	JUSTIN CAWVEY	11/17/2017	4,709.90
195184	CDW GOVERNMENT INC	11/17/2017	442.67
195185	CHIEF FIRE & SAFETY	11/17/2017	911.00
195186	CITY OF MUSKOGEE FOUNDATION	11/17/2017	5,287.36
195187	CITYWIDE PROPERTY MAINTENANCE	11/17/2017	667.89
195188	CLEET	11/17/2017	7,708.47
195189	THE COLLISION CENTER OF MUSKOG	11/17/2017	638.00
195190	COMMUNITY CARE EAP	11/17/2017	323.05
195191	CREATIVE APPAREL AND MORE INC	11/17/2017	92.95
195192	DATA VIDEO SYSTEMS	11/17/2017	100.00
195193	DAVID'S DISCOUNT TIRES INC	11/17/2017	490.10
195194	DELL MARKETING LP	11/17/2017	772.28
195195	DICK'S SPORTING GOODS INC	11/17/2017	114.98
195196	EAST CENTRAL ELECTRIC	11/17/2017	798.15
195197	EXPRESS EMPLOYMENT PROFESSIONA	11/17/2017	847.39

CITY OF MUSKOGEE CLAIMS
11-16-17 TO 11-29-17

CHECK NO	VENDOR NAME	CHECK DATE	CHECK AMOUNT
195198	FASTENAL COMPANY	11/17/2017	56.20
195199	FISHER SCIENTIFIC COMPANY LLC	11/17/2017	453.90
195200	FIVE STAR OFFICE SUPPLY	11/17/2017	319.00
195201	FLEETPRIDE INC	11/17/2017	420.77
195202	GRAPHIC RESOURCES & REPRODUCTI	11/17/2017	170.99
195203	GRISSOMS LLC	11/17/2017	202.87
195204	H & G PAVING CONSTRUCTORS, INC	11/17/2017	35,661.15
195205	HARRISON TIRE & SUPPLY	11/17/2017	70.00
195206	HOFFMAN PRINTING CO INC	11/17/2017	124.00
195207	HOGLE COMPANY	11/17/2017	120.50
195208	IMPERIAL LLC	11/17/2017	333.80
195209	INDIAN CAPITAL TECHNOLOGY CENT	11/17/2017	95.00
195210	INLAND TRUCK PARTS COMPANY	11/17/2017	125.42
195211	JOHN C TEDESCO DO PA	11/17/2017	2,000.00
195212	JOHN DEERE FINANCIAL F.S.B.	11/17/2017	138.97
195213	LOWES	11/17/2017	312.02
195214	MARVIN'S MOWERS AND OUTDOOR LL	11/17/2017	97.17
195215	MD SOLUTIONS INC	11/17/2017	1,839.00
195216	MORGAN SERVICES COMPANY LLC	11/17/2017	50.00
195217	MOTION INDUSTRIES INC	11/17/2017	104.26
195218	MUNICIPALH2O.COM	11/17/2017	500.00
195219	MUSCOGEE STAFFING SOLUTIONS, L	11/17/2017	315.00
195220	MUSKOGEE CITY-COUNTY PORT AUTH	11/17/2017	30,373.75
195221	MUSKOGEE DAILY PHOENIX	11/17/2017	756.00
195222	NEWTON EQUIPMENT LLC	11/17/2017	73.75
195223	OCT EQUIPMENT INC	11/17/2017	201.00
195224	OFFICE DEPOT	11/17/2017	498.34
195225	OKLAHOMA TAX COMMISSION	11/17/2017	87.00
195226	ONE SOURCE WATER LLC	11/17/2017	241.50
195227	OREILLY AUTO PARTS	11/17/2017	0.00
195228	OREILLY AUTO PARTS	11/17/2017	4,579.58
195229	OSBI	11/17/2017	4,039.83
195230	OSBI	11/17/2017	3,892.52
195231	PATE INDUSTRIAL SUPPLY INC	11/17/2017	32.65
195232	PEAK UP TIME	11/17/2017	719.55
195233	PREMIER USA INC.	11/17/2017	533.20
195234	RIVERSIDE AUTOPLEX OF MUSKOGEE	11/17/2017	165.60
195235	ROSSON WHEEL SERVICE	11/17/2017	50.00
195236	SADLER PAPER COMPANY	11/17/2017	273.60
195237	SAFE TRANSPORTATION TRAINING	11/17/2017	84,411.00

CITY OF MUSKOGEE CLAIMS
11-16-17 TO 11-29-17

CHECK NO	VENDOR NAME	CHECK DATE	CHECK AMOUNT
195238	SAFETY FIRE EXTINGUISHERS	11/17/2017	175.00
195239	SB SERVICES LLC	11/17/2017	4,057.00
195240	SOUTHEAST SEWER & DRAINAGE, IN	11/17/2017	265.00
195241	SPARTAN MOTORS USA, INC	11/17/2017	221.89
195242	STAUB INVESTMENTS INC. DBA GAL	11/17/2017	32.00
195243	SUDDENLINK	11/17/2017	8,384.53
195244	TECHNICAL PROGRAMMING SERVICES	11/17/2017	3,089.33
195245	TULSA AUTO SPRING	11/17/2017	219.44
195246	UNIFIRST HOLDINGS LP	11/17/2017	55.75
195247	USA BLUEBOOK	11/17/2017	49.78
195248	WALMART STORES	11/17/2017	59.71
195249	WASTE MANAGEMENT OF OKLAHOMA I	11/17/2017	19,160.85
195250	WELDON PARTS - MUSKOGEE	11/17/2017	891.37
195251	BEAVER, OLIVIA N	11/20/2017	38.44
195252	BLOTTIAUX, KEVIN J	11/20/2017	51.31
195253	BRANDT, BETH	11/20/2017	52.03
195254	CARTER HEALTHCARE, INC.	11/20/2017	75.03
195255	CUSTOM TOUCH RENTALS	11/20/2017	60.72
195256	DIAMOND CREEK LLC	11/20/2017	4.62
195257	GANDARA, TERESA	11/20/2017	5.06
195258	GARCIA, JARRED DAVID	11/20/2017	58.69
195259	GRIFFITH, PAMELA	11/20/2017	51.48
195260	KAISER, CYNTHIA	11/20/2017	29.62
195261	MASSEY, DERICA BETH	11/20/2017	43.05
195262	PARNELL, RITA G	11/20/2017	17.39
195263	PETTIT, JARROD	11/20/2017	99.63
195264	STEELE, JOHN S	11/20/2017	50.26
195265	THOMPSON, BRANDI S	11/20/2017	40.66
195266	THRASHER, KARRIE M	11/20/2017	13.76
195267	VARGA, SHERRY	11/20/2017	90.00
195268	WICKS, BOBBY A	11/20/2017	90.00
195269	BLUECROSS/BLUE SHIELD OF OK	11/20/2017	72,723.57
195270	CIVIC CENTER OPERATING ACCOUNT	11/20/2017	26,241.01
195271	BANK OF AMERICA	11/21/2017	0.00
195272	BANK OF AMERICA	11/21/2017	9,654.19
195273	ABIGAIL WRIGHT	11/22/2017	0.00
195274	ACCURATE LABS & TRAINING CENTE	11/22/2017	340.00
195275	ACECO RENTAL AND SALES	11/22/2017	20.00
195276	ACTION GROUP STAFFING	11/22/2017	6,138.65
195277	ADVANCE AUTO PARTS 64771111001	11/22/2017	206.12

CITY OF MUSKOGEE CLAIMS
11-16-17 TO 11-29-17

CHECK NO	VENDOR NAME	CHECK DATE	CHECK AMOUNT
195278	ANDY SIMMONS - SIU	11/22/2017	1,500.00
195279	AT&T #918 A04-0694 003 3	11/22/2017	760.00
195280	B & J OIL CO INC	11/22/2017	176.12
195281	B & R ELECTRIC SERVICE INC	11/22/2017	1,752.25
195282	BAYSINGER POLICE SUPPLY	11/22/2017	763.40
195283	BEN E. KEITH	11/22/2017	65.52
195284	VIDA BERRY	11/22/2017	458.33
195285	BLAKE FARRIS	11/22/2017	75.00
195286	BLESSED GROUND MAINTENANCE	11/22/2017	350.00
195287	RON E BOLAND	11/22/2017	13,406.20
195288	BRAINERD CHEMICAL COMPANY INC	11/22/2017	4,754.48
195289	BROKEN ARROW ELECTRIC	11/22/2017	1,810.93
195290	C & C SUPPLY AND SERVICE CO.	11/22/2017	52.75
195291	C.B. ABEL	11/22/2017	33.77
195292	ESTHELA CASALE	11/22/2017	126.00
195293	CASCO INDUSTRIES INCORPORATED	11/22/2017	73.00
195294	JAN CHAMPAGNE	11/22/2017	54.00
195295	CHARBONNEAU, BILLY JO	11/22/2017	126.00
195296	CHIEF FIRE & SAFETY	11/22/2017	462.00
195297	CHRIS NIKELS AUTOHAUS INC	11/22/2017	48.00
195298	CINCINNATI RADIATOR SERVICE IN	11/22/2017	220.00
195299	CITYWIDE PROPERTY MAINTENANCE	11/22/2017	1,350.00
195300	CLIFFORD K. CATE, JR., INC	11/22/2017	660.00
195301	COLORBLENDS	11/22/2017	2,163.38
195302	COMMERCIAL FITNESS CONCEPTS, L	11/22/2017	488.47
195303	COOK CONSTRUCTION & CRANE INC	11/22/2017	300.00
195304	CORPORATE TO CASUAL SCREEN PRI	11/22/2017	150.00
195305	COWAN GROUP ENGINEERING LLC	11/22/2017	47,314.61
195306	DEALERS ELECTRICAL SUPPLY	11/22/2017	966.50
195307	DIRECTV LLC	11/22/2017	106.86
195308	EAST CENTRAL ELECTRIC	11/22/2017	19.26
195309	SARAH EATON	11/22/2017	216.00
195310	EXPRESS EMPLOYMENT PROFESSIONA	11/22/2017	6,341.71
195311	FASTENAL COMPANY	11/22/2017	293.77
195312	BETHANY FERGUSON	11/22/2017	36.00
195313	MEGAN FILANDA	11/22/2017	18.00
195314	FIVE STAR OFFICE SUPPLY	11/22/2017	418.02
195315	FLEETPRIDE INC	11/22/2017	137.57
195316	ANDRAE FREEMAN	11/22/2017	300.00
195317	FUN EXPRESS LLC	11/22/2017	357.74

CITY OF MUSKOGEE CLAIMS
11-16-17 TO 11-29-17

CHECK NO	VENDOR NAME	CHECK DATE	CHECK AMOUNT
195318	GARY GARVIN	11/22/2017	50.00
195319	NIKYA GIVENS	11/22/2017	234.00
195320	THE GREEN CO INC	11/22/2017	2,362.25
195321	GRISSOMS LLC	11/22/2017	992.71
195322	HACH COMPANY	11/22/2017	1,266.72
195323	HARRISON TIRE & SUPPLY	11/22/2017	10.00
195324	HAWKS LOGISTICS INC	11/22/2017	2,363.24
195325	HIX AIR CONDITIONING SERVICE	11/22/2017	131.00
195326	HOFFMAN PRINTING CO INC	11/22/2017	206.00
195327	HOMELAND STORES INC	11/22/2017	148.31
195328	HR DIRECT	11/22/2017	281.70
195329	IMPERIAL LLC	11/22/2017	250.30
195330	INTERNATIONAL SOC OF ARBORICUL	11/22/2017	285.00
195331	JACK HOOPES	11/22/2017	35.42
195332	JAMES HODGE FORD-LINCOLN-MERC	11/22/2017	291.45
195333	JOHN DEERE FINANCIAL F.S.B.	11/22/2017	521.84
195334	JOHN VANCE MOTORS INC	11/22/2017	23,532.00
195335	KAY PARK-RECREATION CORP.	11/22/2017	23,305.20
195336	LAKE REGION ELECTRIC COOPERATI	11/22/2017	300.00
195337	KAREN LAUDERDALE	11/22/2017	126.00
195338	LIBERTY FLAGS	11/22/2017	313.00
195339	LOCKE SUPPLY CO	11/22/2017	1,007.56
195340	LACEY LOMAX	11/22/2017	140.00
195341	LOVE BOTTLING CO - #170700	11/22/2017	3,987.15
195342	LOVE BOTTLING CO - #212455	11/22/2017	42.00
195343	LOWES	11/22/2017	0.00
195344	LOWES	11/22/2017	4,104.32
195345	MARK WILKERSON	11/22/2017	20.00
195346	MARVIN'S MOWERS AND OUTDOOR LL	11/22/2017	9.98
195347	MATLOCK SECURITY SERVICES	11/22/2017	320.00
195348	MICHAEL ALLEN RILEY ARCHITECTU	11/22/2017	4,200.00
195349	MID AMERICA METER, INC	11/22/2017	137.92
195350	MOTION INDUSTRIES INC	11/22/2017	126.96
195351	MUSCO SPORTS LIGHTING, LLC	11/22/2017	3,116.00
195352	MUSKOGEE STAFFING SOLUTIONS, L	11/22/2017	2,393.30
195353	MUSKOGEE CHAMBER OF COMMERCE	11/22/2017	1,950.00
195354	MUSKOGEE DAILY PHOENIX	11/22/2017	713.35
195355	MUSKOGEE LOCK & KEY	11/22/2017	46.95
195356	MUSKOGEE YOUTH SERVICES	11/22/2017	2,462.72
195357	NAFECO INC	11/22/2017	480.18

CITY OF MUSKOGEE CLAIMS
11-16-17 TO 11-29-17

CHECK NO	VENDOR NAME	CHECK DATE	CHECK AMOUNT
195358	NEW HORIZONS SERVICES, INC.	11/22/2017	59.57
195359	NEWTON EQUIPMENT LLC	11/22/2017	258.84
195360	NEWTON, BRYCE DBA	11/22/2017	910.00
195361	NICK FRAZEE	11/22/2017	17.00
195362	NISSAN OF MUSKOGEE	11/22/2017	2,662.48
195363	OFFICE DEPOT	11/22/2017	195.57
195364	OKLAHOMA ASSOC OF CHIEFS OF PO	11/22/2017	90.00
195365	OKLAHOMA DEPARTMENT OF AGRICUL	11/22/2017	100.00
195366	OKLAHOMA NATURAL GAS	11/22/2017	3,141.57
195367	OKLAHOMA POLICE SUPPLY	11/22/2017	100.00
195368	OKLAHOMA SPORTING SUPPLIES	11/22/2017	990.00
195369	OKLAHOMA TURFGRASS RESEARCH	11/22/2017	540.00
195370	THE OKLAHOMAN	11/22/2017	50.88
195371	ONE SOURCE WATER LLC	11/22/2017	195.00
195372	OREILLY AUTO PARTS	11/22/2017	719.26
195373	OVERHEAD DOOR SOLUTIONS LLC	11/22/2017	275.00
195374	PATE INDUSTRIAL SUPPLY INC	11/22/2017	2,462.65
195375	PITNEY BOWES GLOBAL FINANCIAL	11/22/2017	1,000.00
195376	PLANNING DESIGN GROUP	11/22/2017	3,160.00
195377	POTTING SHED CREATIONS, LTD	11/22/2017	190.90
195378	PREMIER TRUCK GROUP	11/22/2017	292.24
195379	PREMIER USA INC.	11/22/2017	426.56
195380	REPURPOSED MATERIALS, LLC	11/22/2017	590.00
195381	ROBERTS TRUCK CENTER HOLDING C	11/22/2017	1,122.44
195382	ROSSON WHEEL SERVICE	11/22/2017	200.00
195383	RSM FARM SUPPLY LLC	11/22/2017	135.00
195384	SADLER PAPER COMPANY	11/22/2017	288.25
195385	SAFETY-KLEEN SYSTEMS INC	11/22/2017	80.00
195386	SCOTT-MERRIMAN INC	11/22/2017	758.75
195387	SLAPE, INETTE	11/22/2017	126.00
195388	STUART C IRBY CO	11/22/2017	1,030.21
195389	SUPERIOR LINEN SERVICE INC	11/22/2017	45.04
195390	TACTICAL ENERGETIC ENTRY SYST	11/22/2017	1,350.00
195391	TECHNICAL PROGRAMMING SERVICES	11/22/2017	2,351.55
195392	TIGER NATURAL GAS INC	11/22/2017	1,515.89
195393	TONY'S TIRE SERVICE INC	11/22/2017	1,350.00
195394	UNIFIRST HOLDINGS LP	11/22/2017	0.00
195395	UNIFIRST HOLDINGS LP	11/22/2017	2,053.82
195396	USA BLUEBOOK	11/22/2017	148.05
195397	WASTE MANAGEMENT OF OKLAHOMA I	11/22/2017	37.29

CITY OF MUSKOGEE CLAIMS
11-16-17 TO 11-29-17

CHECK NO	VENDOR NAME	CHECK DATE	CHECK AMOUNT
195398	WASTE RESEARCH INC	11/22/2017	70.92
195399	WAYMAN, CINDY	11/22/2017	234.00
195400	WEST GROUP	11/22/2017	938.90
195401	WHEELER METALS	11/22/2017	98.60
195402	LAURA WICKIZER	11/22/2017	90.00
195403	WORLD BUYERS	11/22/2017	222.34
195404	YELLOWHOUSE MACHINERY CO	11/22/2017	190.04
195405	BANK OF OKLAHOMA - VISA	11/22/2017	355.90
195406	BLUECROSS/BLUE SHIELD OF OK	11/27/2017	64,832.42
195407	LIVINGSTON PROPERTIES	11/28/2017	60.00
195408	JAYNE, LILLIAN	11/28/2017	50.36
195409	LILLIAN E JAYNE	11/28/2017	5.95
195410	BEAVER, ABBIE A	11/29/2017	80.00
195411	CUSTOM TOUCH RENTALS	11/29/2017	90.00
195412	FINDLEY, THELMA G	11/29/2017	18.62
195413	JONES, CHRISTINA N	11/29/2017	33.53
195414	JORDAN, GERALDINE	11/29/2017	2.55
195415	MCGEE, ANGIE	11/29/2017	1.34
195416	MELTON, KEVIN	11/29/2017	57.94
195417	MOORE, CAROLYN	11/29/2017	39.81
195418	MULLENAX, CAROL LUCENDIA	11/29/2017	29.47
195419	NICHOLSON, SHIRLEY A	11/29/2017	15.30
195420	PARPART, BRANDEN	11/29/2017	55.16
195421	PETTIT, JAROD	11/29/2017	48.69
195422	PETTIT, JARROD	11/29/2017	100.00
195423	RILEY, VERDA LEE	11/29/2017	40.95
195424	WIEDEL, JERI	11/29/2017	52.58

Regular City Council

2.

Meeting Date: 12/11/2017

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

Department: Public Works

Staff Information Source: Greg Riley, Director of Public Works; HUB

Information

AGENDA ITEM TITLE:

Approve to accept the Engineering Services Agreement from Holloway, Updike and Bellen, Inc. (HUB), for professional services for the plans and specifications for construction of the Civitan Drainage Basin Improvements in the amount of \$112,900.00, or take other necessary action. (Greg Riley)

BACKGROUND:

This project was included as part of the projects to be completed using the Oklahoma Water Resources Board (OWRB) loan that was secured in April of this year. A study of the Civitan Drainage Basin was included as part of the original contract for the OWRB projects. This contract will complete the design of the projects that were found necessary within the study. The project completes the drainage from Bonnie Lane to Country Club Avenue within the Civitan Basin. This is an area that experiences significant flooding and has some major maintenance problems. The project will reduce the flooding frequency and help minimize the needed maintenance through the basin.

The specific areas are described below.

1. Storm Sewer Improvements at Bonnie Jay Lane
2. Joint Rehabilitation east of Horn Street
3. Haskell Ditch Improvements
4. Stream Embankment Stabilization between Haskell Blvd. and North Country Club Road
5. Country Club Road Culvert Replacement and Associated Road Improvements

The City of Muskogee (Owner) requires certain engineering services (the Services) in connection with the Project, and whereas the engineer, Holloway, Updike and Bellen, Inc. (Engineer) is prepared to provide the Services.

RECOMMENDED ACTION:

Approve to accept the proposed Engineering Services Agreement with Holloway, Updike, and Bellen, Inc.(HUB) for professional services for the plans and specifications of the Civitan Drainage Basin Improvements.

Fiscal Impact

Attachments

Civitan Engineering Agreement
Civitan Scope of Services

**AGREEMENT
FOR
ENGINEERING SERVICES
FOR
CIVITAN DRAINAGE BASIN IMPROVEMENTS**

THIS AGREEMENT, including Attachments, between the Muskogee Municipal Authority (Owner) and Holloway, Updike and Bellen, Inc. (Engineer);

W I T N E S S E T H :

WHEREAS, Owner intends to construct the following improvements:

PROJECT:

Civitan Drainage Basin Improvements: Professional Engineering services for the plans and specifications of the Civitan Drainage Basin which includes:

1. Storm Sewer Improvements at Bonnie Jane Lane
2. Joint Rehabilitation east of Horn Street
3. Haskell Ditch Improvements
4. Stream Embankment Stabilization between Haskell Blvd. and North Country Club Road
5. Country Club Road Culvert Replacement and Associated Road Improvements.

WHEREAS, Owner requires certain engineering services (the Services) in connection with the Project; and,

WHEREAS, Engineer is prepared to provide the Services;

NOW THEREFORE, in consideration of the promises contained in this Agreement, Owner and Engineer agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be the __ day of _____, 2017.

ARTICLE 2 - GOVERNING LAW

This Agreement shall be governed by the laws of the State of Oklahoma.

ARTICLE 3 - SERVICES TO BE PERFORMED BY ENGINEER

Engineer shall perform the Services described in Attachment A, Scope of Services. During the construction phase, the Engineer shall be the Owner's agent and representative with respect to all services of the Engineer that are required or authorized by the construction documents.

ARTICLE 4 - COMPENSATION

Owner shall pay Engineer in accordance with Attachment B, Compensation.

ARTICLE 5 - OWNER'S RESPONSIBILITIES

Owner shall be responsible for all matters described in Attachment C, Owner's Responsibilities and Special Conditions.

ARTICLE 6 - STANDARD OF CARE

Engineer shall perform the Services undertaken in a manner consistent with the prevailing accepted standard for similar services with respect to projects of comparable function and complexity, and with the applicable laws and regulations published and in effect at the time of performance of the Services. Other than the obligation of the Engineer to perform in accordance with the foregoing standard, no warranty, either express or implied, shall apply to the Services to be performed by the Engineer pursuant to this Agreement or the suitability of Engineer's work product.

ARTICLE 7 - LIABILITY AND INDEMNIFICATION

7.1 General. Having considered the potential liabilities that may exist during the performance of the Services, the benefits of the Project, and the Engineer's fee for the Services; and in consideration of the promises contained in this Agreement, Owner and Engineer agree to allocate and limit such liabilities in accordance with this Article.

7.2 Indemnification. Engineer agrees to defend, indemnify, and hold harmless the Owner, its agents and employees, from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by its failure to perform its obligations under this agreement or by its negligent acts, errors, or omissions.

7.3 Consequential Damages. Neither Owner nor Engineer shall be liable to the other for any special, indirect, or consequential damages resulting in any way from the performance of the Services or this Agreement such as, but not limited to, loss of use, loss of revenue, or loss of anticipated profits.

7.4 Survival. Upon completion of all Services, obligations, and duties provided for in this Agreement, or if this Agreement is terminated for any reason, the terms and conditions of this Article shall survive.

ARTICLE 8 - INSURANCE

During the performance of the Services under this Agreement, Engineer shall maintain the following insurance:

- (1) General Liability Insurance, with a combined single limit of \$1,000,000 for each occurrence and \$1,000,000 in the aggregate.
- (2) Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each accident.
- (3) Workers' Compensation Insurance and Employer's liability Insurance in accordance with statutory requirements.
- (4) Professional Liability Insurance, with a limit of \$2,000,000 annual aggregate.

Engineer shall, upon written request, furnish Owner certificates of insurance which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to Owner. All Project contractors shall be required to include Owner and Engineer as additional insureds on their General Liability insurance policies, and shall be required to indemnify Owner and Engineer to the same extent.

ARTICLE 9 - LIMITATIONS OF RESPONSIBILITY

Engineer shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; or (2) procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to Engineer in Attachment A, Scope of Services.

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITIES FOR ACTS OF OTHERS

Provided that the Engineer has acted in good faith, Engineer shall not be liable to Owner for breach of contract or for negligent error or omission in failing to detect, prevent, or report the failure of any contractor, subcontractor, vendor, or other project participant to fulfill contractual or other responsibilities to the Owner, failure to finish or construct the Project in accordance with the plans and specifications, or failure to comply with federal, state, or local laws, ordinances, regulations, rules, codes, orders, criteria, or standards.

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

Since Engineer has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet Project schedules, Engineer's opinion of probable costs and of Project schedules shall be made on the basis of experience and qualifications as a professional engineer. Engineer does not guarantee that proposals, bids, or actual Project costs will conform to Engineer's cost estimates or that actual schedules will conform to Engineer's projected schedules. Engineer shall complete the services within the time frame outlined on Attachment D, Schedule, subject to conditions which are beyond the control of the Engineer.

ARTICLE 12 - REUSE OF DOCUMENTS

All documents, including, but not limited to, drawings, specifications, and computer software prepared by Engineer pursuant to this Agreement are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by Owner or others on extensions of the Project or on any other project. Any reuse without prior written verification or adaptation by Engineer for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer. Owner shall defend, indemnify, and hold harmless Engineer against all claims, losses, damages, injuries, and expenses, including attorneys' fees, arising out of or resulting from such reuse. Any verification or adaptation of documents will entitle Engineer to additional compensation at rates to be agreed upon by Owner and Engineer.

ARTICLE 13 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, engineering documents, drawings, and specifications prepared by Engineer as part of the Services shall become the property of Owner provided, however, that Engineer shall have the unrestricted right to their use. Engineer shall retain its

rights in its standard drawing details, specifications, data bases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of Engineer. The Owner may use said documents for their own use at no cost to the Owner.

ARTICLE 14 - TERMINATION

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The nonperforming party shall have fifteen calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

Owner may terminate or suspend performance of this Agreement for Owner's convenience upon written notice to Engineer. Engineer shall terminate or suspend performance of the Services on a schedule acceptable to Owner. If termination or suspension is for Owner's convenience, Owner shall pay Engineer for all the Services performed and termination or suspension expenses in such amount as agreed upon by the Owner and Engineer.

ARTICLE 15 - DELAY IN PERFORMANCE

Neither Owner nor Engineer shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods, earthquakes, fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either Owner or Engineer under this Agreement.

Should such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

ARTICLE 16 - COMMUNICATIONS

Any communication required by this Agreement shall be made in writing to the addresses specified below with a copy to the Owner's attorney:

Engineer:	Holloway, Updike and Bellen, Inc. P.O. Box 1543 Muskogee, OK 74402 Attn: Jay Updike, PE, President, Greg Armstrong, PE, Vice President
Owner:	Muskogee Municipal Authority P.O. Box 1927 Muskogee, OK 74402 Attn: Bob Coburn, Mayor

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Engineer and Owner.

ARTICLE 17 - WAIVER

A waiver by either Owner or Engineer of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 18 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

ARTICLE 19 - INTEGRATION

This Agreement represents the entire and integrated Agreement between Owner and Engineer. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

ARTICLE 20 - SUCCESSORS AND ASSIGNS

To the extent permitted by Article 21, Owner and Engineer each binds itself and its successors and assigns to the other party to this Agreement.

ARTICLE 21 - ASSIGNMENT

Neither Owner nor Engineer shall assign its duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Engineer from employing independent consultants, associates, and subcontractors to assist in the performance of the Services.

ARTICLE 22 - THIRD PARTY RIGHTS

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Owner and Engineer.

ARTICLE 23 – AUTHORIZATION TO PROCEED

The Owner will issue the Engineer a written "Notice to Proceed" as authorization to proceed with the work.

IN WITNESS WHEREOF, Owner and Engineer have executed this Agreement.

OWNER:
MUSKOGEE MUNICIPAL AUTHORITY

ENGINEER:
HOLLOWAY, UPDIKE AND BELLEN, INC.

Chairman

Vice-President

(SEAL)

(SEAL)

ATTEST: _____
Secretary

ATTEST: _____
Secretary



**ATTACHMENT A
TO
AGREEMENT FOR ENGINEERING SERVICES
BETWEEN
MUSKOGEE MUNICIPAL AUTHORITY, OWNER
AND
HOLLOWAY, UPDIKE AND BELLEN, INC., ENGINEER
FOR**

CIVITAN DRAINAGE BASIN IMPROVEMENTS

SCOPE OF SERVICES

I. SCOPE OF THE PROJECT

The project consists of the design and construction of the following improvements:

Civitan Drainage Basin Improvements: Professional Engineering services for the plans and specifications of the Civitan Drainage Basin which includes storm sewer at Bonnie Jane Lane, Joint rehabilitation east of Horn Street, Haskell Ditch Improvements, Stream Embankment Stabilization between Haskell Blvd. and North Country Club Road and Country Club Road Culvert and Associated Roadway Replacement

II. SCOPE OF SERVICES

A. Preliminary Design:

1. The Engineer will prepare a field survey of the proposed project. The survey shall be conducted by a surveyor registered as a Professional Land Surveyor in the State of Oklahoma. The survey will include the location of property corners, above and below ground utilities, and the existing site features.
2. The Engineer shall coordinate a geotechnical investigation for the project with a qualified geotechnical engineering firm. The cost of the geotechnical report will be paid by the Owner.
3. The Engineer shall prepare preliminary plans and specifications for the proposed work. The preliminary plans and specifications shall be an abbreviated form of the final plans and specifications, completed to the extent that the design concept is demonstrated and the major features, materials and equipment can be reviewed by the Owner.

4. The Engineer shall update the Opinion of Probable Cost based on the preliminary plans and specifications.
5. The Engineer shall provide the Owner with four copies of the preliminary plans and specifications and Opinion of Probable Cost Estimate. Plans shall be on 11" X 17" format. A meeting shall be held to review the Owner's comments. Comments agreed upon by all parties shall be incorporated into the final design.

D. Right-of-Way Documents

1. The Engineer shall determine the ownership of the properties to be affected by the project through a title search.
2. The Engineer shall provide land surveys as necessary to determine the permanent and temporary rights-of-way required to construct the project.
3. The Engineer shall prepare legal descriptions for the permanent and temporary rights-of-way.
4. The Engineer shall provide surveys of right-of-way to be acquired, stamped, and sealed by a Professional Land Surveyor.

E. Final Design: The Final Design shall proceed on the basis of the approved Preliminary Design as described above. The following services shall be provided in the preparation of the Final Design.

1. The Engineer shall finalize the plans and specifications as is necessary for bidding and construction of the proposed project including bid forms, general conditions, bonds, special conditions, advertisement for bids and information for bidders.
2. The Engineer shall prepare an updated Opinion of Probable Cost based on the final design.
3. The Engineer shall provide the Owner with four copies of the final plans and specifications for review by the Owner. A meeting shall be held to review the Owner's comments. Comments agreed upon by all parties shall be incorporated into the final design.

F. Utility Relocation: The engineer will coordinate the relocation of utilities such as gas, cable, electric, phone, water, and sewer necessary to accommodate the proposed drainage and street improvements.

G. **Bidding Services:** The Engineer will furnish bidding phase services as described below:

1. **Advertising for Bids.** Assist Owner in advertising for and obtaining bids for construction of the Project to include issuing bidding documents to interested parties, and maintaining a record of those to whom bidding documents have been issued.
2. **Bidders Questions.** Engineer shall receive and respond to, in an appropriate manner, all questions of bidders and other interested parties during the course of the bid period.
3. **Addenda.** Issue addenda as appropriate or as directed by Owner to interpret, clarify or expand the bidding documents.
4. **Equivalency Determinations.** Consult with Owner and make recommendations concerning the acceptability of substitute materials and equipment proposed by bidder(s) when substitution prior to the award of contracts is allowed by the bidding documents.
5. **Prebid Conference.** The Engineer shall conduct a prebid conference on the Owner's behalf. The Engineer shall plan and conduct the meeting and answer questions posed by the contractors.
6. **Bid Opening and Contract Preparation.** Attend the bid opening, prepare bid tabulation sheets and assist Owner in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment, and services.
7. **The Engineer shall prepare an Engineer's Cost Estimate and submit it to the Owner prior to the opening of bids.**

H. **Engineering Services During Construction:** Engineer shall provide the construction administration services as summarized below:

1. **Pre-Construction Conference.** Engineer shall conduct the pre-construction conference and issue the necessary memorandum. The conference shall initialize the construction administration services on each individual Project.
2. **Construction Progress Meetings.** All progress and coordination meetings necessary during the Project shall be coordinated by the Engineer. Chairing of said meetings shall be as appropriate to the meeting being held. In general, progress meetings shall be conducted a minimum of monthly during the Project and as often as weekly during critical phases of any work.

3. **Reporting.** Reporting of the daily construction activities will be prepared by the Engineer's Resident Project Representative.
4. **Submittal Review.** Engineer shall review Contractor's material submittals, equipment shop drawings, and material test certifications for compliance with the approved plans and specifications.
5. **Pay Estimates.** Engineer shall review construction pay estimates and make recommendations for payment or non-payment to the Owner.
6. **Contractor's Schedule.** Engineer shall review and make comments on the Contractor's proposed construction schedules and monitor the progress of each Contractor relative to the approved schedule throughout the construction Project. Engineer shall report problems, concerns, and proposed remedies to Owner.
7. **Contractor's Claims.** Engineer shall evaluate to present options and opinions for consideration by the Owner on claims submitted by the contractors.
8. **Change Orders.** Evaluate and prepare change orders necessary for the Project and make recommendations to Owner.
9. **Final Inspections.** After completion of the punch lists generated by a pre-final inspection, Engineer shall coordinate and conduct the final inspection with all interested parties to the Project.
10. **Acceptance.** Prior to final acceptance of the Project, Engineer shall review all contractual requirements of the Contractor and, only upon full receipt and satisfaction of those requirements, recommend acceptance of the Project by the Owner. Review shall include acceptable performance tests of equipment and sequencing required by the construction contract.
11. **Clarifications.** Engineer shall provide decisions and clarifications in accordance with the construction contract documents on questions regarding the work or intent of the Project requirements.
12. **Field Changes.** Engineer shall review proposed field changes covering modifications or revisions necessitated by field conditions or the requests of the Owner. Engineer shall make appropriate recommendations and coordinate the final changes.

13. **Record Drawings.** From information provided by the Contractor the, Engineer shall update electronic files (ACAD) of construction drawings to reflect the "as-constructed" configuration of the Project. Engineer shall submit to Owner one set of reproducible record drawings at completion of the Project.
 14. **Warranty Coordination.** Engineer shall track the dates of beneficial occupancy of all portions of the Project and coordinate any warranty work with Contractor, which is necessary during the one-year warranty period.
- I. **Construction Services Contingency:** Should the Contractor fail to complete the Project in the contracted construction period (as identified in the bid documents of the Project and as formally adjusted for weather considerations and additional work not associated with Owner-requested scope changes), the Engineer shall provide continuing construction services. The services to be provided shall be identical in nature to the services identified in previous sections of this detailed scope of services and shall be considered as additional services or as justification for budgetary extension, if so required, to compensate Engineer for all additional duties performed.
 - J. **Resident Project Representation:** Engineer shall provide Resident Project Representative services during the construction of the project. These services will be provided in accordance with the following modified version of "Duties, Limitations, and Responsibilities of the Resident Project Representative," derived from the Standard General Conditions of the Construction Contract, prepared by the Engineer's Joint Contract Documents Committee, 1990 edition, also known as the "Joint Committee Documents." The duties, responsibilities and limitations of authority of the Resident Project Representative shall be as outlined in Section E, Duties, Responsibilities, and Limitations of Authority of the Resident Project Representative. Engineer shall submit a resume of proposed Resident Project Representative for review and approval by the Owner if requested.
 - K. **Duties, Responsibilities, and Limitations of Authority of the Resident Project Representative:** The Resident Project Representative is the Owner's and the Engineer's agent at the site, will act as directed by and under the guidance of the Engineer, and will confer with the Engineer regarding the Resident Project Representative's actions. The Resident Project Representative's dealings in matters pertaining to the on-site work shall in general be with the Engineer and Contractor, keeping Owner advised as necessary. The Resident Project Representative's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. Resident Project Representative shall generally communicate with Owner with the knowledge of and under the direction of Engineer. The Resident Project Representative shall conduct duties pertaining to the Project in accordance

with the procedures and policies of the Engineer with guidelines to be provided by the Engineer to the Resident Project Representative. The duties and responsibilities of the Resident Project Representative are as follows:

1. Schedules. The Resident Project Representative shall review the progress schedule, schedule of shop drawing submittals and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.
2. Conferences and Meetings. The Resident Project Representative shall attend meetings with Contractor, such as pre-construction conferences, progress meetings, job conferences, and other Project-related meetings, and ensure copies of the meeting minutes are generated by the responsible party and appropriately distributed.
3. Liaison. The Resident Project Representative shall serve as Engineer's liaison with Contractor, working principally through Contractor's superintendent, and assist in understanding the intent of the Contract documents; and assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-site operations.
4. Shop Drawings and Samples. The Resident Project Representative shall record date of receipt of shop drawings and samples. The Resident Project Representative shall receive samples, which are furnished at the site by Contractor, and notify Engineer of availability of samples for examination. The Resident Project Representative shall advise Engineer and Contractor of the commencement of any work requiring a shop drawing or sample if the submittal has not been approved by Engineer.
5. Review of Work, Rejection of Defective Work, Inspections and Tests. The Resident Project Representative shall conduct on-site observations of the work in progress to assist Engineer in determining if the work is, in general, proceeding in accordance with the Contract documents.

The Resident Project Representative shall report to Engineer whenever Resident Project Representative believes that any work is unsatisfactory, faulty, or defective, or does not conform to the contract documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of work that Resident Project Representative believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

The Resident Project Representative shall verify that tests, equipment and system start-ups, and operating and maintenance training are conducted in the presence of appropriate personnel and that Contractor maintains adequate records thereof; and observe, record, and report to Engineer appropriate details relative to the test procedures and start-ups.

The Resident Project Representative shall accompany visiting inspectors representing public or other agencies having jurisdiction over the Project; record the results of these inspections and report to Engineer.

6. Interpretations of Contract Documents. The Resident Project Representative shall report to Engineer in writing when clarifications and interpretations of the Contract documents are needed.
7. Modifications. The Resident Project Representative shall consider and evaluate Contractor's suggestions for modifications in drawings or specifications and report with Resident Project Representative's recommendations to Engineer.
8. Records. The Resident Project Representative shall maintain at the job-site orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original contract documents including all work directive changes, addenda, change orders, field orders, additional drawings issued subsequent to the execution of the Contract, Engineer's clarifications and interpretations of the contract documents, progress reports, and other Project-related documents.

The Resident Project Representative shall keep a diary and log book, recording Contractor hours on the job site, weather conditions, data relative to questions of work directive changes, change orders or changed conditions, list of job-site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

The Resident Project Representative shall keep a current log book of acceptable pay items, recording the location and quantity of all pay items delivered, used, or completed on a day-to-day basis including any necessary substantiating computations.

The Resident Project Representative shall record names, addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment. The Resident Project Representative shall record all pertinent information regarding equipment and materials delivered to Project site. The Resident Project Representative shall evaluate and note compliance of delivered equipment and materials with respect to approved submittals.

The Resident Project Representative shall maintain an updated "red-line" record drawing set of construction plans, reflecting all addenda and changes to the Project during the construction, and submit to Engineer upon Project completion.

9. Reports. The Resident Project Representative shall furnish Engineer periodic reports as required of progress of the work and of Contractor's compliance with the progress schedule and schedule of shop drawing and sample submittals.

The Resident Project Representative shall consult with Engineer in advance of scheduled major tests, inspections, or start of important phases of the work.

The Resident Project Representative shall report immediately to Engineer and Owner upon the occurrence of any accident.

10. Payment Requests. The Resident Project Representative shall review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, work completed, and material and equipment delivered at the site but not incorporated in the work.
11. Certificates, Operation and Maintenance Manuals. During the course of the work, The Resident Project Representative shall verify that certificates, operation and maintenance manuals, and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the contract documents, and have this material delivered to Engineer for review and forwarding to Owner prior to final payment for the work.
12. Completion. Before substantial completion, The Resident Project Representative shall submit to Contractor a list of observed items requiring completion or correction.

The Resident Project Representative shall conduct a final inspection in the company of Engineer, Owner, and Contractor, and prepare a final list of items to be completed or corrected.

The Resident Project Representative shall observe that all items on final list have been completed or corrected and make recommendations to Engineer concerning acceptance.

13. Limitations of Authority.

- a. The Resident Project Representative shall not exceed limitations of Engineer's authority as set forth in the Agreement or the Contract documents.
- b. The Resident Project Representative shall not undertake any of the responsibilities of the Contractor, subcontractors, or the Contractor's superintendent.
- c. The Resident Project Representative shall not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction unless such advice or directions are specifically required by the contract documents.
- d. The Resident Project Representative shall not advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the work.
- e. The Resident Project Representative shall not authorize Owner to occupy the Project in whole or in part.
- f. The Resident Project Representative shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Engineer in writing.

**ATTACHMENT B
TO
AGREEMENT FOR ENGINEERING SERVICES
BETWEEN
MUSKOGEE MUNICIPAL AUTHORITY, OWNER
AND
HOLLOWAY, UPDIKE AND BELLEN, INC., ENGINEER
FOR
CIVITAN DRAINAGE BASIN IMPROVEMENTS**

COMPENSATION

I. PAYMENTS FOR SERVICES OF THE ENGINEER:

- A. Basic Engineering Services. For basic engineering services performed under the Scope of Services in Attachment A, the Owner shall pay the Engineer the following lump sum amounts:

1. Storm Sewer Improvements at Bonnie Jane Lane

Task	Fee
Preliminary Design	\$1000
Final Design	\$4000
Bidding Services	\$600
Services During Construction	\$800
Total Base Compensation	\$6,400

2. Joint Rehabilitation east of Horn Street

Task	Fee
Preliminary Design	\$1000
Final Design	\$2500
Bidding Services	\$600
Services During Construction	\$800
Total Base Compensation	\$4,900

3. Haskell Ditch Improvements

Task	Fee
Preliminary Design	\$7000
Final Design	\$14000
Bidding Services	\$2500
Services During Construction	\$4000
Total Base Compensation	\$27,500

4. Stream Embankment Stabilization between Haskell Blvd. and North Country Club Road

Task	Fee
Preliminary Design	\$5300
Final Design	\$7000
Bidding Services	\$1500
Services During Construction	\$2500
Total Base Compensation	\$16,300

5. Country Club Road Culvert Replacement

Task	Fee
Preliminary Design	\$17500
Final Design	\$29500
Bidding Services	\$1500
Services During Construction	\$9300
Total Base Compensation	\$57800

- B.
1. Additional Engineering Services. For authorized services performed by the Engineer which are outside the Scope of Services outlined in Attachment A of this Agreement, the Owner will pay the Engineer an amount equal to actual hourly salary rates paid by the Engineer to personnel assigned to the Project times 2.8, plus subcontract work, if any, and direct expenses at cost.
 2. At the option of the Owner the Engineer will provide Resident Project Representation at an hourly rate of \$80.00/hr.

II. TIMES OF PAYMENT: Invoices are due and payable within 30 days of date of invoice.

- A. Basic Engineering Services. For the basic engineering services performed under Section II of the Scope of Services in Attachment A, monthly payments shall be made in proportion to services performed.

**ATTACHMENT C
TO
AGREEMENT FOR ENGINEERING SERVICES
BETWEEN
MUSKOGEE MUNICIPAL AUTHORITY, OWNER
AND
HOLLOWAY, UPDIKE AND BELLEN, INC., ENGINEER
FOR
CIVITAN DRAINAGE BASIN IMPROVEMENTS**

OWNER'S RESPONSIBILITIES AND SPECIAL CONDITIONS

I. OWNER RESPONSIBILITIES

1. Owner shall furnish to Engineer all available information pertinent to the Project including previous reports and any other data relative to design and construction of the Project. However, by providing this information the Owner does not in any way guarantee the accuracy of the information.
2. Owner shall furnish and make all provisions for the Engineer to enter upon public or private property as required for the Engineer to perform his Services under this Agreement.
3. Owner shall be responsible for all permit fees.
4. Owner shall be responsible for all land/easement acquisition and filing of the required legal documents.
5. Owner shall examine all studies, reports, sketches, estimates, specifications, plan drawings, proposals, and other documents presented by the Engineer and render in writing decisions pertaining thereto within a reasonable time so as not to delay the Services of the Engineer.
6. Owner shall designate in writing a person to act as its representative in respect to the work to be performed under this Agreement, and such person shall have complete authority to transmit instructions, receive information, interpret, and define Owner's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the services covered by this Agreement.

7. Owner shall furnish legal assistance as required in the preparation, review, and approval of construction documents.
8. Owner shall furnish assistance in locating existing underground utilities and in expediting their relocation in preparation for construction.
9. Owner shall furnish such physical testing for quality control and quality assurance during construction as may be required by the construction contract documents, or as required for design changes merited during construction due to unforeseen circumstances, including geotechnical services.
10. The Owner shall provide geotechnical studies and special environmental studies if required for the projects.

II. SPECIAL CONDITIONS

None.

**ATTACHMENT D
TO
AGREEMENT FOR ENGINEERING SERVICES
BETWEEN
MUSKOGEE MUNICIPAL AUTHORITY, OWNER
AND
HOLLOWAY, UPDIKE AND BELLEN, INC., ENGINEER
FOR
CIVITAN DRAINAGE BASIN IMPROVEMENTS**

SCHEDULE

The work shall be completed within the number of calendar days shown below following authorization to proceed.

Days to Complete from Notice to Proceed
180 days

CIVITAN DRAINAGE BASIN STUDY

City of Muskogee

October 2017



Holloway, Updike and Bellen

Consulting Engineers
318 East Side Boulevard
Muskogee, Oklahoma 74403



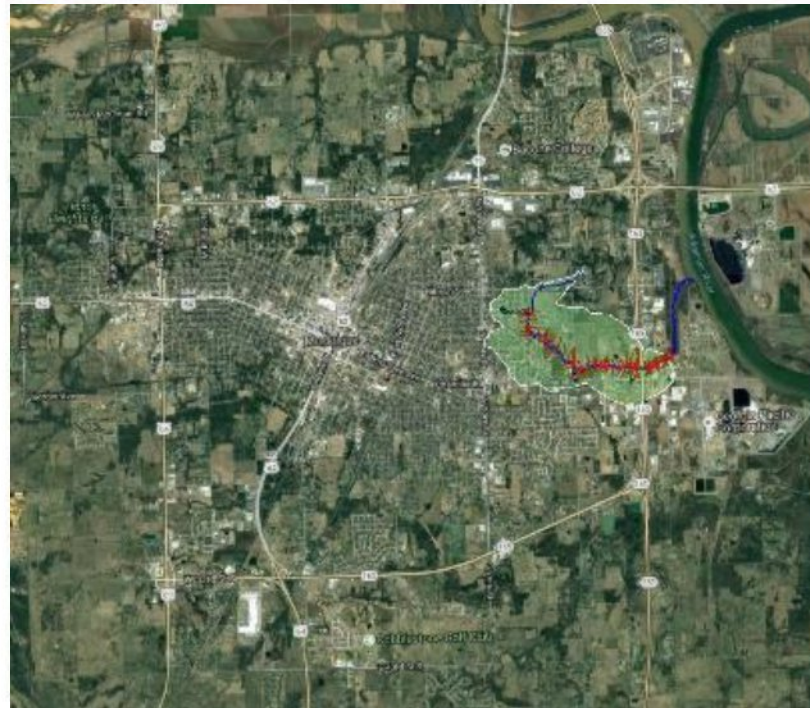
Holloway, Updike and Bellen

Consulting Engineers
818 East Side Boulevard
Muskogee, Oklahoma 74403

Civitan Drainage Basin Study

For the City of Muskogee

August 2017



818 EAST SIDE BOULEVARD, MUSKOGEE, OK 74403
918-682-7811 WWW.HUBENGRS.COM

Location Map



Upper End of Civitan Drainage at Debby Lane/Bonnie Lane

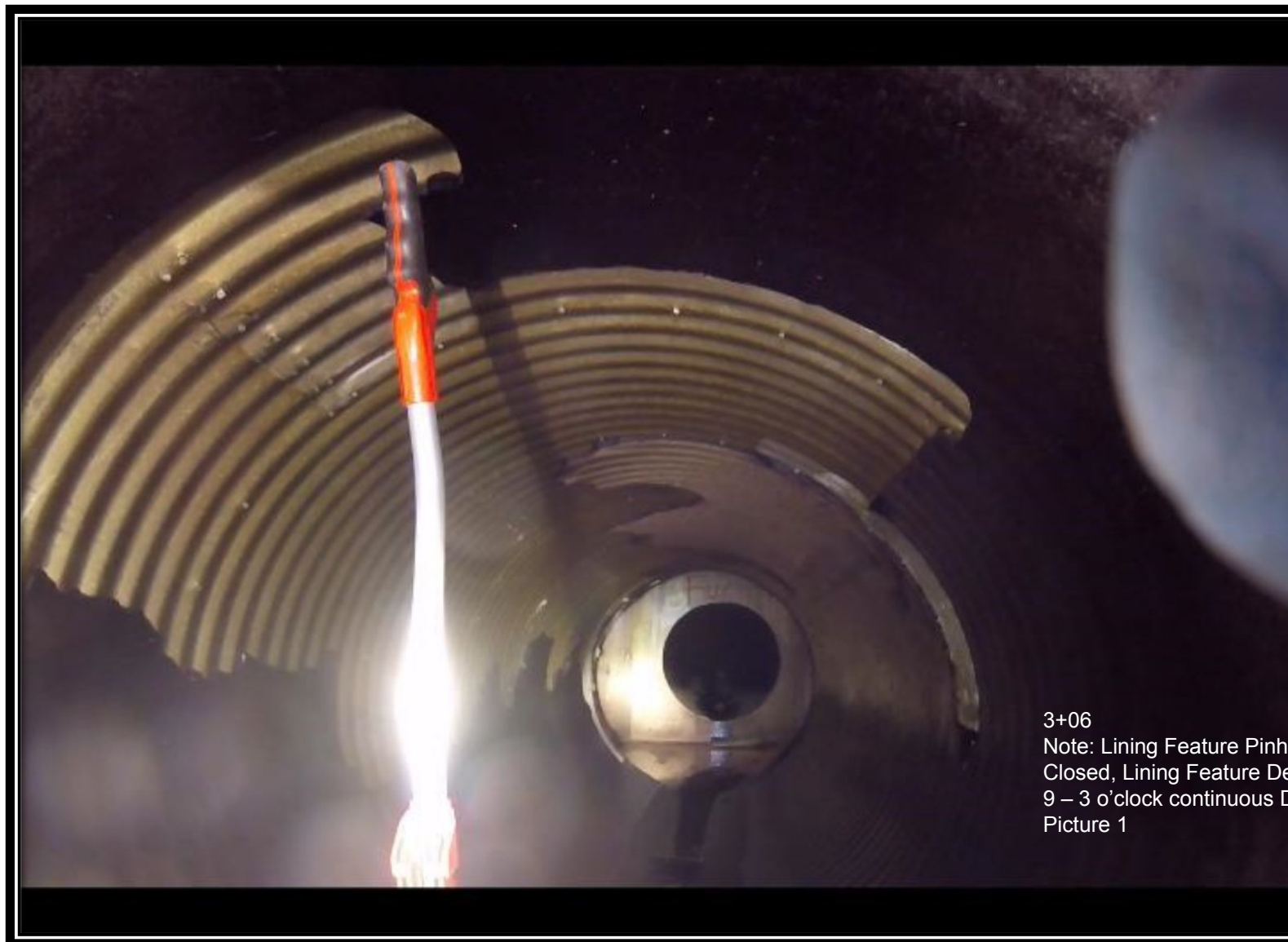


25-yr Proposed Storm Sewer



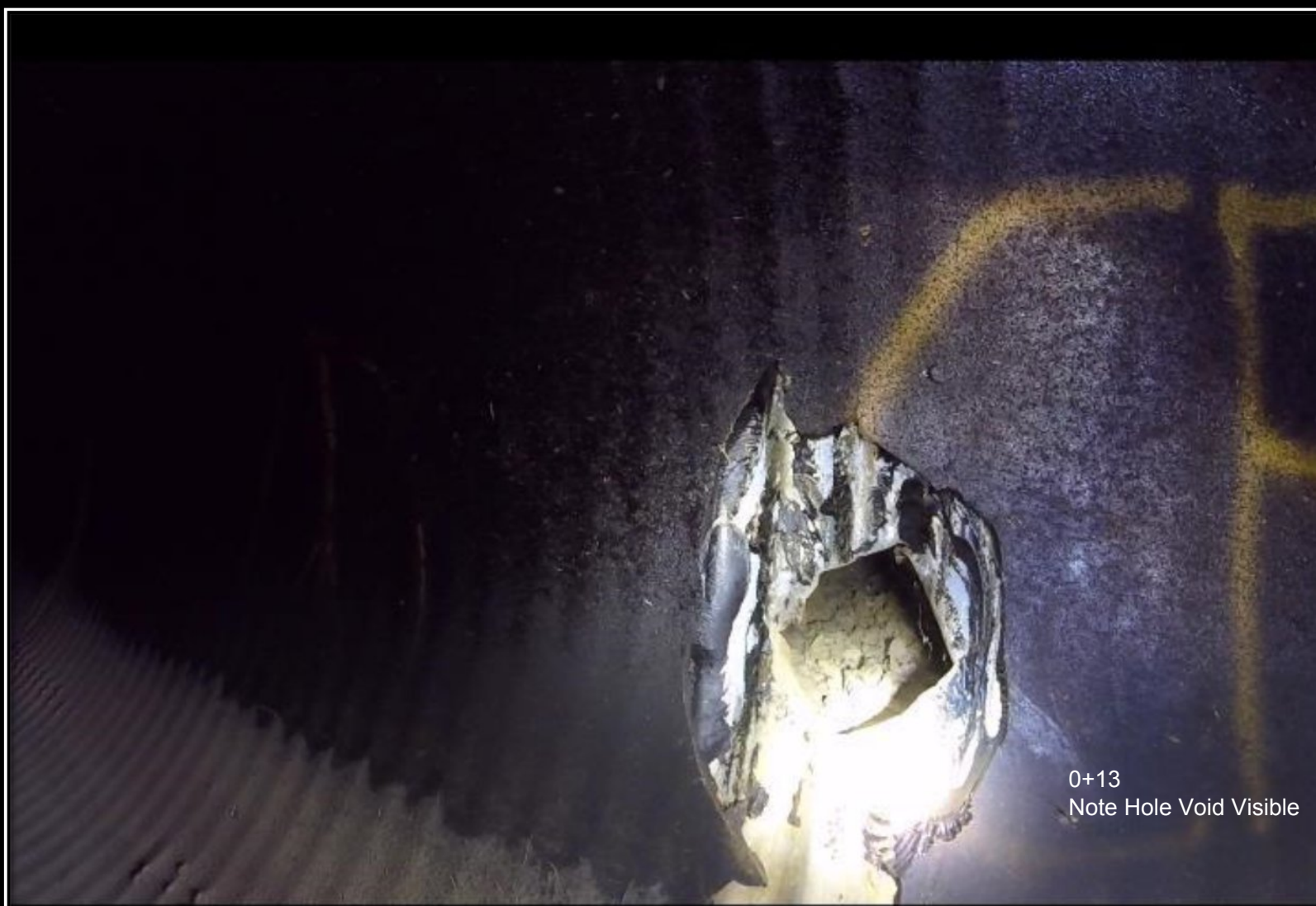
Circle Acres Storm Sewer Sink Holes Site Plan





3+06

Note: Lining Feature Pinhole
Closed, Lining Feature Detail
9 – 3 o'clock continuous Detail
Picture 1



0+13
Note Hole Void Visible

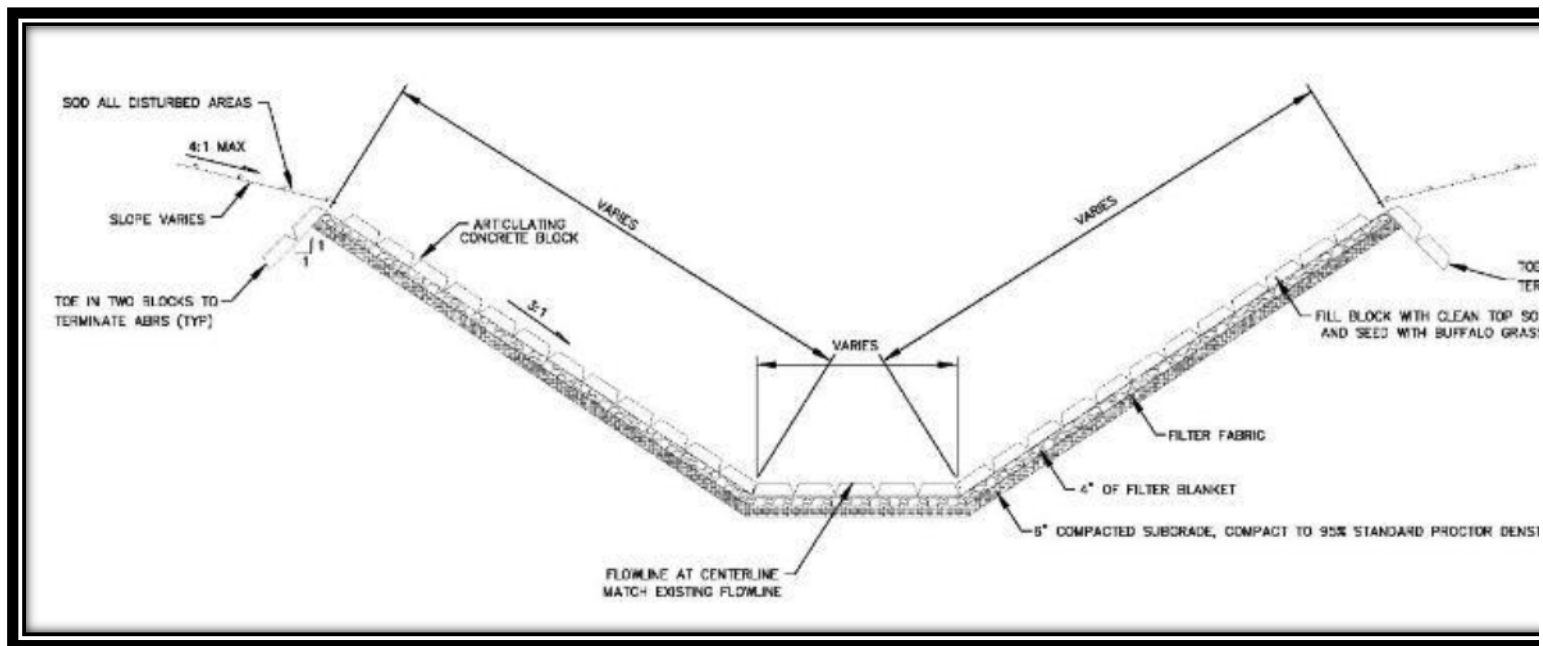
Civitan Drainage Looking North from Irving Street



Irving/Belmont Channel Improvements



Drainage Channel with Articulating Bloc







Civitan Drainage Country Club Road Looking North



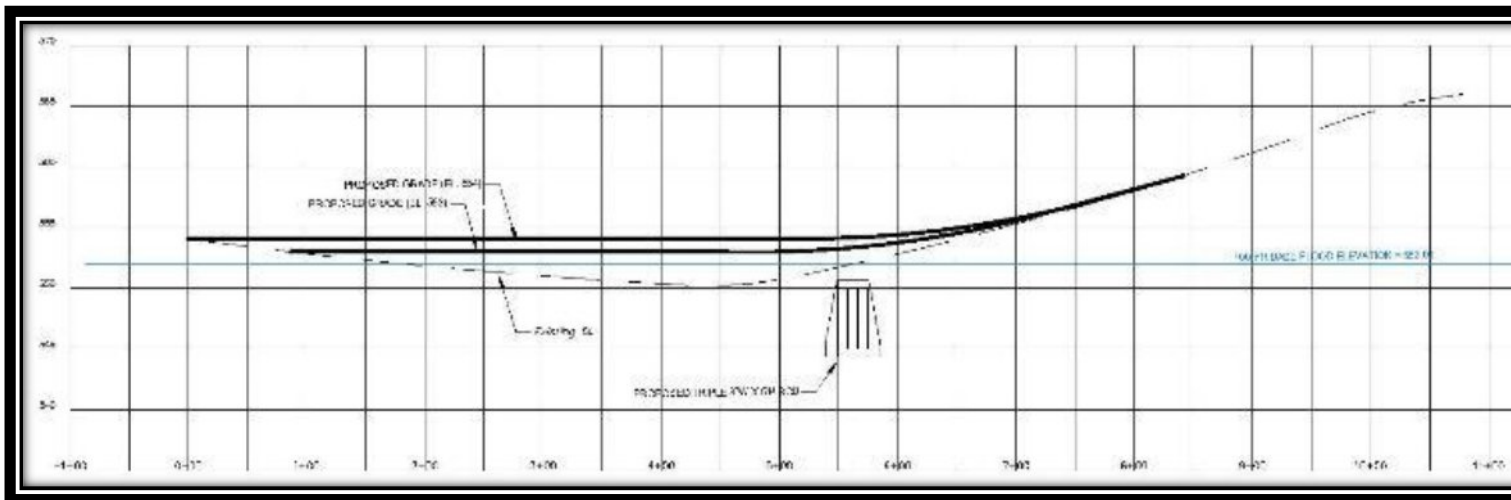
Country Club Road Looking North from Chandler



Country Club Road Plan



Country Club Road Profile



MH
9/26/2014

TO
2815 HASKELL

MH
13:41

Offset
175.8 FT

STORM PIPE APPEA

Project Cost Summary

Civitan Drainage Basin Improvements		Cost
Area 1- Debbie Jane Lane/Bonnie Ave. Flooding		\$8
Area 2- Circle Acres Storm Sewer Sink Holes		\$5
Area 3- Stormwater Channel Maintenance		\$37
Area 4- Country Club Road Structure and Roadway		\$68
Miscellaneous Improvements and Channel Stabilization		\$15
Total Estimated Construction Cost		\$1,33
Engineering		\$11.
Inspection		\$5
Total Estimated Project Cost		\$1,50

Regular City Council

3.

Meeting Date: 12/11/2017

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

Department: Public Works

Staff Information Source: Greg Riley, Director of Public Works; Jim Wixom, Assistant Director of Public Works-Operations

Information

AGENDA ITEM TITLE:

Approve best bid from Rehrig Pacific in the amount of \$53.51 per cart for the purchase of 1,916 residential refuse carts for fiscal year 2017-2018, or take other necessary action. (Greg Riley)

BACKGROUND:

Bids were invited and 6 responses were received. Tabulation sheet is attached.

- *Cascade Engineering Inc. does not meet specifications.
- *Otto Environmental Systems does not meet specifications.
- *Toter Inc. Submitted a no bid letter.
- *IPL Inc. does not meet specifications.
- *Schaefer Systems Intl Inc. bid \$48.63 and meets specifications.
- *Rehrig Pacific bid was most complete and their product meets city specifications.

The City of Muskogee currently has approximately 13,000 Rehrig carts. The purchasing committee chose this cart after review of several different carts in 2004. Rehrig Pacific, Company has represented their cart as stated and honored their warranty when needed. We believe it is in the City's best interest to stay consistent in the type of container used as our supervisors carry spare parts in their trucks for minor repair of carts. Having two types of carts in service would require carrying multiple types of parts to make quick repairs. The size, shape and color of the carts will remain consistent throughout the City to avoid any confusion with private carriers. We have been pleased with the service of Rehrig and have developed a comfort level with the carts and the company. We know what to expect in performance and service.

RECOMMENDED ACTION:

Approval of best bid from Rehrig Pacific in the amount of \$53.51 per cart for the purchase of 1,916 Residential Refuse Carts for fiscal year 2017-2018.

Fiscal Impact

Attachments

Bid Rehrig



Bid Item: Residential Carts

Date: 10/20/2017

Department: Public Works-Sanitation

Approved by Purchasing:

Approved by City Council:

[illegible]

Witnessed by:

Witnessed by: 

2019

Hydra B. 10m

Approved by:

2/1/07

Regular City Council**4.****Meeting Date:** 12/11/2017**Submitted For:** Greg Riley, Public Works**Initiator:** Greg Riley, Public Works Director**Department:** Public Works**Staff Information Source:** Greg Riley (Public Works Director); George Kingston (Assistant Public Works Director)

Information**AGENDA ITEM TITLE:**

Approve awarding a construction contract to the lowest and best bidder, Cook's Consulting, for the construction of Wastewater System Improvements - Port Lift Station Replacement in the amount of \$2,280,000.00, or take other necessary action. (Greg Riley)

BACKGROUND:

The Wastewater Improvements, Port Lift Station Replacement Project includes the complete replacement of three (3) aging lift stations along the river. This project includes station numbers 2, 3 and 4. The recently installed control panels will be reused within this project which resulted in significant savings on the overall project. The time allowed for completion of the project is 400 Days.

Plans were completed and five (5) bids were received for the construction of the project on November 21, 2017. The bids are shown below and the tabulation is attached.

Cook's Consulting	\$2,280,000.00
BRB Contractors, Inc.	\$2,890,000.00
Crossland Heavy Contractors	\$3,345,000.00
McGuire Brothers Construction	\$3,459,600.00
Wynn Construction	\$3,530,000.00
Engineer's Estimate	\$3,000,000.00

We have discussed the lowest bid with the contractor and he is confident that he can complete the work as bid and within the time allowed. Cook Consulting recently completed an identical lift station in Ft Gibson giving him confidence in this bid. We believe that Cook's Consulting is capable of performing the work and should be awarded the contract.

This project is part of the Oklahoma Water Resources Board (OWRB) loan and is budgeted as part of the loan. The bid price is lower than budgeted.

RECOMMENDED ACTION:

Accept the bids for the Port Lift Station project and award project to Cook's Consulting.

Fiscal Impact**Attachments**

Bid Tabs

HUB Recommendation

BID TABULATION				CONTRACTOR		CONTRACTOR		CONTRACTOR		CONTRACTOR		CONTRACTOR		CONTRACTOR	
WASTEWATER SYSTEM IMPROVEMENTS - PORT LS REPLACEMENT				Engineers Estimate		Cook's Consulting P.O. Box 10 Fort Gibson, OK 74434		BRB Contractors, Inc. 3805NW 25th Street Topeka, KS 66618		Crossland Heavy Contractors 14149 E Admiral Place Tulsa, OK 74116		McGuire Brothers Construction 8415 S Regency Drive Tulsa, OK 74131		Wynn Construction 11901 N Eastern Oklahoma City, OK 73131	
NOVEMBER 21, 2017 AT 2:00 P.M.				TOTAL BID	\$3,000,000.00	TOTAL BID	\$2,280,000.00	TOTAL BID	\$2,890,000.00	TOTAL BID	\$3,345,000.00	TOTAL BID	\$3,459,600.00	TOTAL BID	\$3,530,000.00
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
	BASE BID														
1	LIFT STATION NO. 1 REPLACEMENT - COMPLETE	1	LS			\$745,000.00	\$745,000.00	\$883,000.00	\$883,000.00	\$1,045,000.00	\$1,045,000.00	\$1,127,000.00	\$1,127,000.00	\$1,160,000.00	\$1,160,000.00
2	LIFT STATION NO. 2 REPLACEMENT - COMPLETE	1	LS	\$3,000,000.00	\$3,000,000.00	\$735,000.00	\$735,000.00	\$1,070,000.00	\$1,070,000.00	\$1,200,000.00	\$1,200,000.00	\$1,195,500.00	\$1,195,500.00	\$1,160,000.00	\$1,160,000.00
3	LIFT STATION NO. 3 REPLACEMENT - COMPLETE	1	LS			\$750,000.00	\$750,000.00	\$887,000.00	\$887,000.00	\$1,050,000.00	\$1,050,000.00	\$1,087,100.00	\$1,087,100.00	\$1,160,000.00	\$1,160,000.00
4	ALLOWANCE	1	LS			\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00

HOLLOWAY, UPDIKE AND BELLEN, INC.



E N G I N E E R S

905-A South 9th Street
Broken Arrow, OK 74012
(918) 251-0717
(918) 251-0754 Fax

818 East Side Boulevard
Post Office Box 1543
Muskogee, Oklahoma 74402
(918) 682-7811
(918) 682-4551 Fax

November 22, 2017

Mr. Greg Riley
Public Works Director
City of Muskogee
301 South Cherokee
Muskogee, OK 74403

Re: Wastewater Improvements
Port Lift Station Replacement

Dear Mr. Riley:

We have tabulated the bids received on November 21, 2017 on the above referenced project. A copy of the bid tab is attached.

Cook's Consulting was the lowest bidder and in our opinion they are capable of performing the work and should be considered for award of the contract.

Sincerely,

HOLLOWAY, UPDIKE AND BELLEN, INC.

Stephen Tolar, PE
Vice-President

BID TABULATION WASTEWATER SYSTEM IMPROVEMENTS - PORT LS REPLACEMENT MUSKOGEE MUNICIPAL AUTHORITY MUSKOGEE, OKLAHOMA NOVEMBER 21, 2017 AT 2:00 P.M.				CONTRACTOR Engineers Estimate		CONTRACTOR Cook's Consulting P.O. Box 10 Fort Gibson, OK 74434		CONTRACTOR BRB Contractors, Inc. 3805NW 25th Street Topeka, KS 66618		CONTRACTOR Crossland Heavy Contractors 14149 E Admiral Place Tulsa, OK 74116		CONTRACTOR McGuire Brothers Construction 8415 S Regency Drive Tulsa, OK 74131		CONTRACTOR Wynn Construction 11901 N Eastern Oklahoma City, OK 73131	
				TOTAL BID	\$3,000,000.00	TOTAL BID	\$2,280,000.00	TOTAL BID	\$2,890,000.00	TOTAL BID	\$3,345,000.00	TOTAL BID	\$3,459,600.00	TOTAL BID	\$3,530,000.00
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
	BASE BID														
1	LIFT STATION NO. 1 REPLACEMENT - COMPLETE	1	LS	\$3,000,000.00	\$3,000,000.00	\$745,000.00	\$745,000.00	\$883,000.00	\$883,000.00	\$1,045,000.00	\$1,045,000.00	\$1,127,000.00	\$1,127,000.00	\$1,160,000.00	\$1,160,000.00
2	LIFT STATION NO. 2 REPLACEMENT - COMPLETE	1	LS			\$735,000.00	\$735,000.00	\$1,070,000.00	\$1,070,000.00	\$1,200,000.00	\$1,200,000.00	\$1,195,500.00	\$1,195,500.00	\$1,160,000.00	\$1,160,000.00
3	LIFT STATION NO. 3 REPLACEMENT - COMPLETE	1	LS			\$750,000.00	\$750,000.00	\$887,000.00	\$887,000.00	\$1,050,000.00	\$1,050,000.00	\$1,087,100.00	\$1,087,100.00	\$1,160,000.00	\$1,160,000.00
4	ALLOWANCE	1	LS			\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00

Regular City Council

5.

Meeting Date: 12/11/2017

Submitted For: Rex Eskridge, Police

Initiator: Gayle Johnson, Chief
Secretary

Department: Police

Staff Information Source:

Information

AGENDA ITEM TITLE:

Approve receiving donated funds for the month of October 2017, in the amount of \$1,013.00 for the City's Animal Shelter Sponsorship Program as per the attached list, or take other necessary action. (Rex Eskridge)

BACKGROUND:

City Council approved a Resolution authorizing a Sponsorship Program for the City's Animal Shelter with said funds to be used for the purpose of neutering and spaying shelter animals.

RECOMMENDED ACTION:

Approve receiving donated funds for the month of November, 2017 in the amount of \$1,013.00 for the City's Animal Shelter Sponsorship Agenda Item Title.

Fiscal Impact

Attachments

Oct Donations

Animal Shelter Donations for 2017

October

Kay Nabors	\$	10.00
Dianna Lane		10.00
Michelle Parrott		8.00
Anonymous		65.00
Amanda Adams		10.00
Brenda Mark		10.00
Margaret Meyer		50.00
Brittany Johnson		8.00
Catherine Ramirez		5.00
Lacy Guinn		10.00
Declain Beattie		10.00
Edith Lubin		10.00
Patricia Evans		40.00
Marlene Garde		20.00
Madison Chambers		8.00
Jay Tillman		8.00
Mickie Atkins		10.00
Joyce Goodson		5.00
Mallory Testa		65.00
Jennifer Shamblin		10.00
Patty Fairchild		100.00
Melody Mitchell		150.00
Mathew Trammel		5.00
Gail Hopkins		65.00
Angela McGee		40.00
Shannon Goad-Coreno		11.00
Betsy Warren		30.00
Cheryl Hiner		65.00
Michael Weidel		25.00

Herman Pierce	10.00
David Sturtz	20.00
Rachel George	20.00
Mike Coleman	<u>100.00</u>

Total:	\$	1,013.00
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Regular City Council

6.

Meeting Date: 12/11/2017
Initiator: Tammy Tracy, City Clerk
Department: City Clerk
Staff Information Source:

Information

AGENDA ITEM TITLE:

Approve the appointment of Dan Hall to the Airport Board, to serve a four (4) year term beginning January 1, 2018, and ending December 30, 2022, succeeding Ben Robinson, or take other necessary action. (Councilor Dan Hall)

BACKGROUND:

The is appointment is to replace the expired term of Ben Robinson on the Airport Board.

RECOMMENDED ACTION:

Approve appointment.

Fiscal Impact

Attachments

No file(s) attached.

Regular City Council**7.**

Meeting Date: 12/11/2017

Submitted For: Roy Tucker, City Attorney

Initiator: Roy Tucker, City Attorney

Department: City Attorney

Staff Information Source:

Information**AGENDA ITEM TITLE:**

Approve receiving report on findings and acceptance of recommendations from the Healthy Food Retail Task Force, a subcommittee of the Muskogee Wellness Initiative, or take any necessary action. (Roy D. Tucker)

BACKGROUND:

In 2016, the City Council passed a resolution that created the Healthy Food Retail Task Force to study and make recommendations on how to improve availability of healthy food choices in the local diet of our citizens. The task force has now completed its work. Doug Walton will present the findings and recommendations of the task force.

RECOMMENDED ACTION:

Receive report and take any necessary action.

Fiscal Impact**Attachments**Muskogee HFRTF Report

Muskogee Healthy Food Retail Taskforce 2017 Report

Executive Summary

Background

The Healthy Food Retail Taskforce was formed by the City of Muskogee Wellness Initiative in January 2017, upon passage of Resolution # 2667 by the Muskogee City Council in November 2016. The Resolution recognized “the substantial impact of the retail food environment on the economy and the health and wellbeing of the citizens of Muskogee.” The Resolution also called for the formation of the taskforce “to study and make recommendations regarding the retail food environment, ...to effect positive change related to both the availability and quality of food to the citizens of Muskogee.”¹

The taskforce met monthly throughout 2017 to review and discuss topics including: data about healthy food access and consumption; nutrition-related health outcomes in the county; and programs addressing food insecurity, availability of culturally appropriate foods, transportation, and the marketing of healthy foods.

The Healthy Food Retail Taskforce created and conducted a survey of Muskogee area residents to learn more about possible barriers to purchasing and eating healthy foods. Nearly 700 people responded to the survey, both online and by hand.

The taskforce also inventoried and documented current food assistance resources and transportation services within the City.

Lastly, the taskforce created and has begun conducting a survey of food retailers to learn more about possible barriers and opportunities for marketing healthy foods in Muskogee.

Findings

The proximity of a person’s residence to retailers offering healthy foods such as fruits and vegetables is one of several factors affecting their ability to make healthy choices.² The City of Muskogee contains several census tracts with a significant number of people living more than 1 mile from a large grocery store, areas frequently referred to as food deserts.³

One question on the survey conducted in the fall of 2017 asked residents if household members have trouble getting and eating enough healthy food. Thirty-five percent of respondents living in the city selected a 5 or higher on a scale from 0 (never) to 10 (always). This key finding seems to resonate throughout the survey results.

In terms of household food security and the ability of families to have enough food for an active healthy life, survey participants were asked if members of their household had cut meal size or skipped meals because there wasn’t enough money. On a scale from 0 (never) to 10 (always), 29 % of city residents selected a 5 or higher, suggesting some degree of food insecurity.

Survey results showed transportation is not a barrier to grocery store access for many people in Muskogee. However, over half of those using Muskogee County Transit to get groceries in the past year indicated that household members sometimes or always have trouble getting and eating enough healthy food. This association between public transit use and struggles with eating healthy, suggests possible benefits from improving transportation services for this vulnerable population.

The survey also found that 20% of Muskogee residents completing the survey have walked to get groceries within the past year, and that 5% had bicycled. Meanwhile, over 50% of residents surveyed indicated they could not safely or conveniently walk to a store in their neighborhood where they could purchase healthy foods.

Even if distance to a grocery store isn't a barrier to purchasing healthy foods for some people, the pricing of healthy foods was identified as a concern by most Muskogee area residents who completed a survey. When asked what would help them eat more healthy foods, 60% of all those surveyed chose "if they were more affordable."

Regarding efforts to address affordability, well over half the survey respondents living in the city indicated they had participated in one or more of the following food assistance programs during the past year: SNAP (39% of respondents), WIC (13%), food pantries (22%), community meals (16%) or veggie bucks (10%). Over sixty percent of those who had utilized any of these resources indicated those programs were important for helping them have enough healthy foods to eat.

Of those surveyed who had not received any food assistance during the past year, 23% said that "more time for shopping or fixing" would help them eat more healthy foods. While time isn't a resource suited for easy distribution, perhaps time-saving tips for selecting and preparing healthy foods could be shared within the community.

Another measure of how well we're eating is our volume of vegetable consumption. According to data collected by the CDC and the Oklahoma State Department of Health, one out of four adults in Muskogee County eats less than one vegetable per day.⁴

At the same time, heart disease, diabetes and obesity all occur at higher rates in Muskogee County than in the state of Oklahoma or the U.S.^{5,6} The link between these preventable health outcomes and factors such as low intake of healthy foods is well documented.⁷

As declared in the Resolution which formed the taskforce, "the health and well-being of the residents of Muskogee are critical for a prosperous and sustainable City,...and employers are increasingly including workforce health in decisions about where to locate..."

When asked if there were healthy food items they are looking for, 26% of respondents indicated they couldn't find those foods at the places they shop in Muskogee. Likewise, 35% of all those surveyed said that better variety or quality where they shop would help them eat more healthy foods.

Growing one's own food can also help improve access, and the City of Muskogee is recognized across the state for our successful community gardens.⁸ However, with nearly 55 city residents selecting "somewhere to have a garden," as one way to help them eat more healthy foods, it may be worthwhile to consider creation of additional space for residents to grow food.

Returning to the issue of food deserts and low access to healthy options, it is worth acknowledging the number of vacant convenient stores or markets in Muskogee. There are currently at least three empty food stores within the original town site, and three more outside that area. Given that 13% of residents said a new or improved store near where they live would help them eat more healthy foods, these vacant venues could possibly serve as future sites for healthy neighborhood stores.

Recommendations

Based on these findings and other supporting information, the Healthy Food Retail Taskforce and the Muskogee Wellness Initiative are making the following recommendations:

1. Adjust fixed-transit routes to better meet residents' needs for convenient grocery access; Ensure user-friendly route maps and schedules for Muskogee Transit are easily accessible throughout the community and online
2. Strengthen community gardening, by assessing usage of existing gardens and demand for additional plots; possibly utilize vacant city lots for new garden areas; Identify existing fruit trees available for harvest, and plant others at parks, schools and public housing sites
3. Expand the availability of Veggie Bucks or other similar "coupons", good towards the purchase of fresh produce from the farmers market and/or area grocers
4. Utilize Channel 14 for providing information addressing findings such as: time-saving cooking tips, brief instructional videos, testimonials and other resources to support healthy eating; food assistance resources and transportation services; info from this report; Okie 411 app availability
5. Promote and support the efforts of food pantries in providing healthy foods to their clients, such as through the Salvation Army's fresh produce program
6. Ensure that zoning ordinances or other permitting requirements don't create barriers to the development of healthy corner stores in or near residential areas. Also consider possible incentive programs to attract or grow healthy food retailers
7. Update, maintain and promote Okie 411 as the clearinghouse for information about transportation and food assistance resources available in Muskogee
8. Review pedestrian and bicycle accommodations in public right of ways near grocery stores, to identify opportunities for improving safety and convenience
9. Continue the Healthy Food Retail Taskforce to: coordinate the implementation of these recommendations; convene and engage partners and programs necessary to improve healthy food access and consumption; determine other barriers to healthy food access and consumption; identify and recommend programs, policies or actions for addressing barriers; and create a plan for systematically implementing and evaluating healthy food initiatives in Muskogee

¹ City of Muskogee, City Council Resolution #2667, 2016.

² Access to Healthy Food and Why it Matters: A Review of the Research. PolicyLink. 2013.

³ Food Access Research Atlas, USDA Economic Research Service, ESRI. 2017

⁴ Oklahoma State Department of Health, Center for Health Statistics, Health Care Information, Behavioral Risk Factor Surveillance System, 2015.

⁵ Ibid.

⁶ Behavioral Risk Factor Surveillance System, Prevalence and Trends Data, accessed Nov 2017

⁷ Health Benefits of Fruits and Vegetables, Joanne L. Slavin, Beate Lloyd, Advances in Nutrition, 2012 Jul; 3(4).

⁸ Grow Healthy Oklahoma: A Guide to Community Gardening in the Sooner State, OK Public Health Leadership Institute, 2013.

Regular City Council

8.

Meeting Date: 12/11/2017

Initiator: Susan Ross, Office Adm 1

Information

AGENDA ITEM TITLE:

Hold a Public Hearing and take action on the approval of Ordinance No. 4035-A to close the twenty (20) foot alley running north and south, located within Block 61, of the Muskogee Original Townsite (MOT), more particularly described in the ordinance, or take other necessary action. (Gary D. Garvin)

LEGAL DESCRIPTION:

THE ALLEY RUNNING NORTH AND SOUTH, 12' ON THE NORTH END, EXTENDING TO 20' WIDE ON THE SOUTH END. LOCATED BETWEEN LOTS 1-15, LOT 61, of the Muskogee Original Townsite (MOT), LOCATED IN THE SOUTHWEST QUARTER (SW1/4) OF SECTION 26, TOWNSHIP 15 NORTH, RANGE 18 EAST, MUSKOGEE COUNTY, STATE OF OKLAHOMA.

BACKGROUND:

The applicant, City of Muskogee, is requesting approval to close the alley located within Block 61 of the Muskogee Original Townsite (between South 2nd & 3rd Street and Fremont & Elgin Avenue). The City is requesting to close the alley to create a new public green space within the Depot District. The Subdivision Review Committee reviewed the request and recommended approval.

Notices have been sent to the abutting property owners, 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:

December 4, 2017 at 9:00 a.m.: City of Muskogee Planning & Zoning Commission

December 5, 2017 at 4:00 p.m.: City of Muskogee Public Works Committee

December 11, 2017 at 7:00 p.m.: City Council Meeting

RECOMMENDED STAFF ACTION:

Approve the Ordinance No. 4035-A to close the North/South alley located within Block 61, Muskogee Original Townsite.

Fiscal Impact

Attachments

4035-A 12-11-2017 Muskogee Original Townsite Alley Closure

Notice/Site Plan

Rendering - Depot District Green Space

ORDINANCE NO. 4035-A

AN ORDINANCE CLOSING THE 20 FOOT ALLEY RUNNING NORTH AND SOUTH BETWEEN FREMONT AND ELGIN AVENUE. LOCATED BETWEEN LOTS 1-15 BLOCK 61, IN THE ORIGINAL TOWN SITE OF MUSKOGEE (MOT), LOCATED IN THE SOUTHWEST QUARTER (SW1/4) OF SECTION 26, TOWNSHIP 15 NORTH, RANGE 18 EAST, MUSKOGEE COUNTY, STATE OF OKLAHOMA; SUBJECT TO RETAINING UTILITY EASEMENT; AND PROVIDING FOR SEVERABILITY. (City of Muskogee, Petitioners)

WHEREAS, a petition has been filed by the property owner requesting said 20 foot alley be closed and discontinued from public use, and;

WHEREAS, the City of Muskogee Planning & Zoning Commission in a meeting held December 4, 2017, did approve the petition and did recommend approval of official action by closing a public utility easement Right of Way as stated;

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

Section 1: THAT THE 20 FOOT ALLEY RUNNING NORTH AND SOUTH BETWEEN FREMONT AND ELGIN AVENUE. LOCATED BETWEEN LOTS 1-15 BLOCK 61, IN THE ORIGINAL TOWN SITE OF MUSKOGEE (MOT), LOCATED IN THE SOUTHWEST QUARTER (SW1/4) OF SECTION 26, TOWNSHIP 15 NORTH, RANGE 18 EAST IN THE ORIGINAL TOWN SITE OF MUSKOGEE (MOT), MUSKOGEE COUNTY, STATE OF OKLAHOMA; SUBJECT TO RETAINING UTILITY EASEMENT; AND PROVIDING FOR SEVERABILITY is hereby closed, annulled and discontinued from public use.

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

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

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

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

Ordinance No. _____

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF
MUSKOGEE, OKLAHOMA THIS 11th DAY OF DECEMBER, 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 close the alley running North and South between Lots 1 through 15 in Block 61, of the *Original Town Site of Muskogee (MOT)*. The property is located between Fremont and Elgin Avenue, being more particularly described as:

The alley running North and South, 12' on the North end, extending to 20' wide on the south end. The alley is located between Lots 1-15 Block 61, in the Original Town Site of Muskogee (MOT), located in the Southwest Quarter (SW1/4) of Section 26, Township 15 North, Range 18 East, Muskogee County, State of Oklahoma.

Applicant: City of Muskogee

This notice is provided to property owners lying adjacent to the above site to inform them of the following public hearings regarding the above proposal:

December 4, 2017 at 9:00 a.m.: City of Muskogee Planning & Zoning Commission

December 5, 2017 at 4:00 p.m.: City of Muskogee Public Works Committee

December 11, 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, 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, please contact the Planning Department at (918) 684-6232.



(City of Muskogee, Applicant)

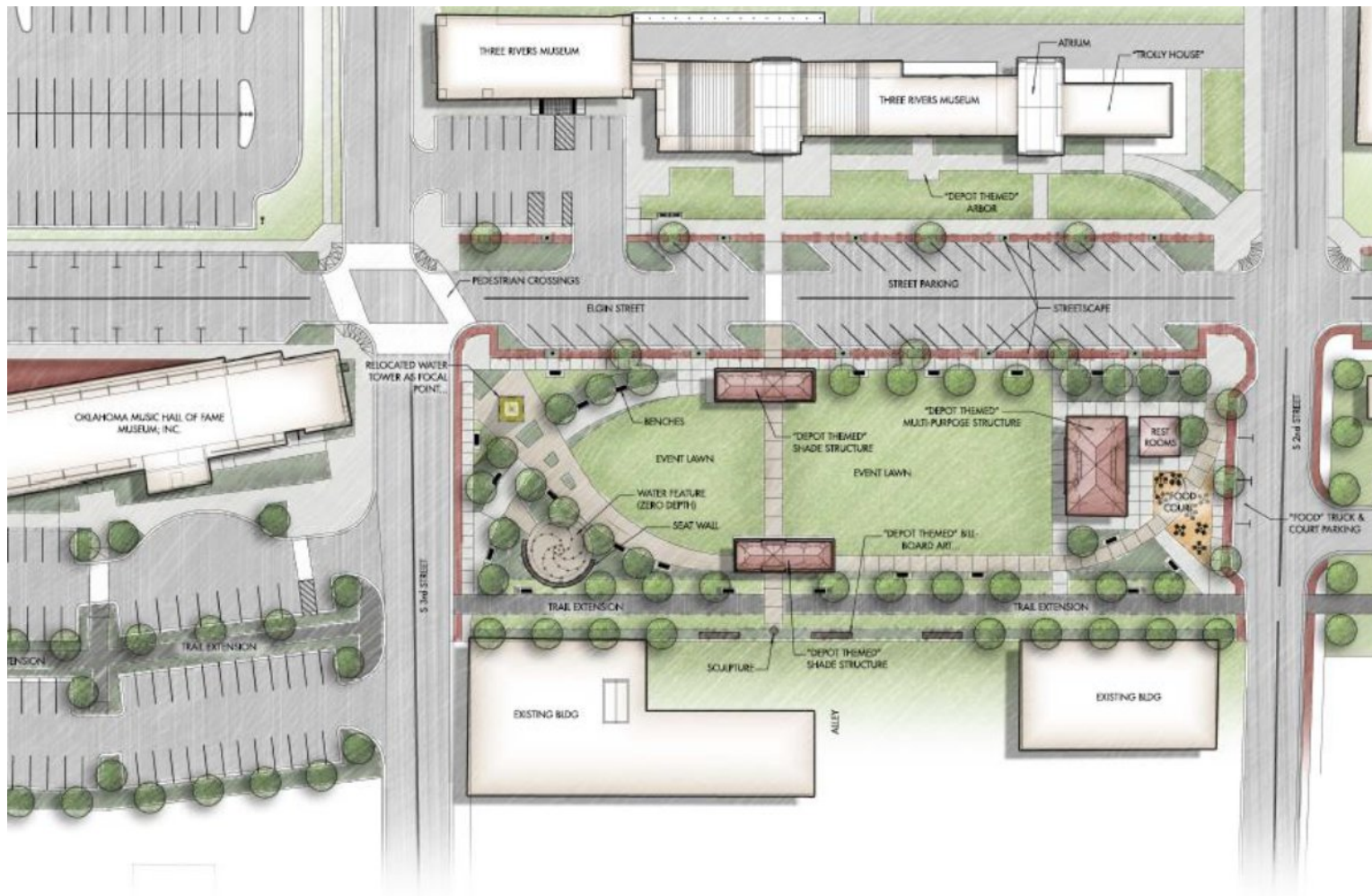
PUBLIC NOTICE

Notice is hereby given that on **December 4, 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 **December 5, 2017 at 4:00 p.m.** by the Public Works Committee, and on **December 11, 2017 at 7:00 p.m.** by the City Council to consider an application to close **the alley running North and South between Lots 1 through 15 in Block 61, of the *Original Town Site of Muskogee (MOT)***. The property is located between Fremont and Elgin Avenue, being more particularly described as follows:

The alley running North and South, 12' on the North end, extending to 20' wide on the south end. The alley is located between Lots 1-15 Block 61, in the Original Town Site of Muskogee (MOT), located in the Southwest Quarter (SW1/4) of Section 26, Township 15 North, Range 18 East, Muskogee County, State of 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**9.****Meeting Date:** 12/11/2017**Submitted For:** Mike Miller, City Manager**Initiator:** Jean Kingston, City
Treasurer**Department:** Finance**Staff Information Source:**

Information**AGENDA ITEM TITLE:**

Consider approval authorizing the transfer of funds in the amount of \$834,130 to the Muskogee Redevelopment Authority, directing said funds be utilized for the purpose of retiring outstanding debt in favor of the Muskogee Medical Center Authority, as evidenced by the note and loan agreement of May 6, 2015, or take other necessary action. (Mike Miller)

BACKGROUND:

On May 6, 2015 the Muskogee Redevelopment Authority borrowed \$800,000 from the Muskogee Medical Center Authority. The principal proceeds were to be used solely for the purpose of funding loans to Oklahoma Muskogee Hall of Fame and Museum, Inc. for a Muskogee Music Festival sponsored and conducted by the Oklahoma Music Hall of Fame and Museum, Inc. The note is secured by a first priority security interest of all proceeds from fees and net earnings from the Muskogee Music Festival. Note is due and payable on July 1, 2018. On November 14, 2017 the City of Muskogee received a disbursement of funds from the Muskogee Regional Medical Center of \$1,063,424.

RECOMMENDED ACTION:

Approval of the transfer to Muskogee Redevelopment Authority.

Fiscal Impact**FUNDING SOURCE:**

Funding for this transfer is from the \$1,063,424 received from the Muskogee Regional Medical Center Authority on November 14, 2017.

Attachments**PROMOSSORY NOTE**

PROMISSORY NOTE AND LOAN AGREEMENT

\$800,000.00

May 6th 2015

FOR VALUE RECEIVED, Muskogee Redevelopment Authority (Borrower) promises to pay to the order of Muskogee Medical Center Authority (Lender) at its address in Muskogee, Oklahoma or at such other place as may be designated in writing by the holder of this Note, the aggregate principal sum of EIGHT HUNDRED THOUSAND AND NO/100 DOLLARS (\$800,000.00), or so much thereof as shall be disbursed under the terms of this Promissory Note and Loan Agreement, together with interest thereon from date of advancement of funds at the rate of 2.5% per annum, payable as follows:

1. Final Maturity The entire unpaid balance of principal and interest shall be due and payable in full, without further notice, on July 1, 2018.
2. Payments prior to Maturity. The Borrower shall pay to Lender accrued interest on the Note on July 1 of each year, commencing on July 1, 2016, and on the same day of each year thereafter, with the entire balance of principal and unpaid interest due and payable in full on July 1, 2018.
3. Advancements of Loan Principal Advancements of principal hereunder shall be made and used by Borrower solely for the purpose of funding loans to Oklahoma Music Hall of Fame and Museum, Inc. (OMHOFM) to be used solely for the purposes stated in the Resolution of Borrower dated April 13th, 2015.

Advancements of loan principal shall be made if there is no uncured default under the Note and upon (1) a duly authorized written request from Borrower, supported by written requests from OMHOFM, and (2) written evidence that the City of Muskogee Foundation has made, or will contemporaneously make, an advance of principal to OMHOFM in the same amount as requested by Borrower hereunder. The aggregate total principal of all funds advanced hereunder shall not exceed \$800,000.00. Loan principal which has been repaid to Lender shall not be eligible for re-advancement.

If any uncured default shall exist the Borrower shall not be eligible for further advancements of the original loan principal.

4. Security for Promissory Note. This Note is secured by a first priority security interest in, and pledge of, all proceeds from fees and net earnings from the proposed Muskogee Music Festival sponsored and conducted by Oklahoma Music Hall of Fame and Museum, Inc. All funds received by,

or owed to, Borrower from OMHOFM shall be received, and held, in trust for the obligations of Borrower to Lender hereunder.

Time is of the essence. Failure to make a scheduled payment when due shall constitute default hereunder. All past due sums must be paid at the time of and as a condition precedent to the curing of any default hereunder. During the existence of any such default, the Borrower shall not be entitled to any further advancements of loan principal. All payments received shall be applied first to interest and costs, then to principal.

Upon default in any of the terms or conditions of this Note and Loan Agreement, or any other instrument securing payment of this Note, at the option of the holder hereof the entire indebtedness hereby evidenced shall become due, payable and collectible then or thereafter as the holder may elect, regardless of the date of maturity hereof. Notice of the exercise of such option is hereby expressly waived.

The Borrower agrees that if, and as often as, this Note is placed in the hands of an attorney for collection or to defend or enforce any of the holder's rights hereunder, the undersigned will pay to the holder hereof its reasonable attorney's fees, together with all court costs and other expenses paid by such holder.

For the purpose of computing interest under this Note, payments of all or any portion of the principal sum owing under this Note will not be deemed to have been made until such payments are received by the holder of this Note in collected funds.

The Borrower and all other persons or entities who may become liable for all or any part of this obligation severally waive presentment for payment, protest and notice of nonpayment. Said parties consent to any extension of time (whether one or more) of payment hereof, any renewal (whether one or more) hereof, and any release of any party liable for payment of this obligation. Any such extension, renewal or release may be made without notice to any such party and without discharging said party's liability hereunder.

The failure of the holder hereof to exercise any of the remedies or options set forth in this Note, or in any instrument securing payment hereof, upon the occurrence of one or more of the events of default shall not constitute a waiver of the right to exercise the same or any other remedy at any subsequent time in respect to the same or any other event of default. The acceptance by the holder hereof of any payment which is less than the total of all amounts due and payable at the time of such payment shall not constitute a waiver of the right to exercise any of the foregoing remedies or options at that time or any subsequent time, or nullify any prior exercise of any such remedy or option, without the express consent of the holder hereof, except as and to the extent otherwise provided by law.

The records of the holder of this Note shall be prima facie evidence of the amount owing on this Note.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 6th
day of May 2015.

Signature page attached

MUSKOGEE REDEVELOPMENT AUTHORITY

By:

Edward W. Bunt
Its Executive Director

Approved as to form and legality this

11 day of May 2015

[Signature]
City Attorney

Regular City Council

10.

Meeting Date: 12/11/2017

Submitted For: Tammy Tracy, City Clerk

Initiator: Tammy Tracy, City Clerk

Department: City Clerk

Staff Information Source:

Information

AGENDA ITEM TITLE:

Consider approval of the appointment of Dr. Michael Lynn Soper to the Airport Board, to serve a four (4) year term beginning January 1, 2018, and ending December 30, 2022, succeeding Gary Hall, or take other necessary action. (Councilor Wayne Johnson)

BACKGROUND:

The is appointment is to replace the expired term of Gary Hall on the Airport Board.

RECOMMENDED ACTION:

Approve appointment.

Fiscal Impact

Attachments

Dr. Michael Lynn Soper

APPLICATION FOR APPOINTMENT TO A BOARD OR COMMISSION



**CITY OF MUSKOGEE
CITY COUNCIL**

**APPLICATION FOR CITY COUNCIL APPOINTMENT TO A BOARD
OR COMMISSION**

Application Instructions:

- Complete the entire application form (copies of the form are acceptable).
- Applicants are strongly encouraged to attach a current resume or biography.
- Specifically list the names of the boards or commissions to which you are applying (multiple selections are allowed). Paperwork cannot be appropriately processed unless specific boards or commissions are listed.
- Return application along with your resume to:
Office of the City Clerk, 229 W. Okmulgee, Muskogee, OK 74403 or by fax 918-684-6395.
- This form can be obtained electronically at <http://www.cityofmuskogee.com>, or by calling the City Clerk's Office at: (918) 684-6270.

Board(s) or Commission(s) for which you would like to be considered:

AIRPORT

Your Full

Legal Name: MICHAEL LYNN SOPER

Your

Preferred Name: MICHAEL

Business Name: SOPER EYE CENTER

Home Address: 2830 HELLORY CREEK

Job Title/Employment Date: PHYSICIAN / 1987

City Zip: 74403

Business Address: 329 S 38TH ST

Ward: 1 2 3 4

MUSKOGEE 74401

Home Phone: —

Business Phone: 918-687-9998

Cell Phone: 918-869-7489

Fax: 918-687-4139

Home Email: MLSOPER@HOTMAIL.COM

Business Email: _____

Are you registered to vote in City of Muskogee Elections?

☒ Yes No

Are you a citizen of the United States?

☒ Yes No

Personal Information:

The Mayor and Council desire a broad representation of backgrounds on boards and commissions.

Education (high school, name and location of college or university, year graduated, and degree):

WILL ROGERS HIGH - TULSA

UNIVERSITY OF TULSA - BS - 1972 / MS 1973

UNIVERSITY OF OKLAHOMA - M.D. - 1977

APPLICATION FOR APPOINTMENT TO A BOARD OR COMMISSION

Current employment (job description, employment date, supervisor):

PHYSICIAN / OPTHALMOLOGIST - MUSKOGEE JMC 1981

Previous employment or experience:

Professional Licenses Held (if applicable):

PHYSICIAN

Professional References (name, title, contact phone number):

FRED RUEFER M.D.
918-869-8750

Memberships in professional or civic organizations (please include offices held and dates of terms):

Military Service Record (including awards, decorations, etc.):

OKLAHOMA AIR NATIONAL GUARD 1967-1973

Have you ever been elected or appointed to any public office, board or commission in the City of Muskogee? No Yes (If yes, please list with dates served)

Do you currently hold a public office? Public offices include elected or appointed officials of a municipality (it does not have to be Muskogee it could be any town or city), elected or appointed official of any county or the state or federal government, are a trustee of a public trust, are employed by any entity as a police officer, fire fighter, deputy sheriff, assistant district attorney or similar position or the member of a school board or appointed official of a school system or any other public or similar position. NO

Do you have any financial or other interests that might present a conflict of interest, or the appearance of such a conflict, if you were to be appointed to the position for which you have applied? No Yes (If yes, please explain)

APPLICATION FOR APPOINTMENT TO A BOARD OR COMMISSION

Please list any special interests or characteristics which might be important to serve on a Board or Commission:

PILOT / HAVE SERVED ON MUSKOGEE
AIRPORT TWICE
BOARD

RELEASE OF INFORMATION

I authorize the use of any information contained in the APPOINTMENTS APPLICATION to verify my statements made in the Application. I authorize my past employers, all references, and any other persons to answer all questions asked concerning my ability, character, reputation and previous education or employment record. I release all such persons from any liability or damages on account of having furnished such information. I consent to such investigations as Pam Bates, City Clerk or her authorized representatives may make regarding law enforcement records and my general background.

I certify under penalty of perjury under the laws of the State of Oklahoma, that the above information is true, complete and correct to the best of my knowledge.



Signature of Nominee

11-22-2017

Date

Submitted by the Mayor for approval by the City Council this _____ day of _____, 20____

Signature of Sponsor

Regular City Council**11. A.**

Meeting Date: 12/11/2017
Submitted For: Kelly Plunkett, Personnel
Initiator: Kelly Plunkett, Director of Human Resources
Department: Personnel
Staff Information Source: Kelly Plunkett

Information**AGENDA ITEM TITLE:**

Pursuant to Section 307B.2, Title 25, Oklahoma Statutes, consider convening in Executive Session to discuss negotiations with the American Federation of State, County and Municipal Employees, Local #2465, and if necessary, take appropriate action in open session. (Kelly Plunkett)

BACKGROUND:

The City's negotiating team desires to discuss with the Mayor and City Council the ongoing negotiations with the AFSCME, Local #2465. The City Council should determine that disclosure of ongoing negotiations between the City and the AFSCME will seriously impair the ability of the City to continue negotiations. Therefore, the Council should convene in executive session to discuss this matter.

RECOMMENDED ACTION:

Pursuant to Section 307B.2, Title 25, Oklahoma Statutes, convene in executive session to discuss negotiations with the American Federation of State, County and Municipal Employees, Local #2465, and if necessary, take appropriate action in open session.

Fiscal Impact**Attachments**

No file(s) attached.

Regular City Council

11. B.

Meeting Date: 12/11/2017
Submitted For: Kelly Plunkett, Personnel
Initiator: Kelly Plunkett, Director of Human Resources
Department: Personnel
Staff Information Source: Kelly Plunkett

Information

AGENDA ITEM TITLE:

Pursuant to Section 307B.2, Title 25, Oklahoma Statutes, consider convening in Executive Session to discuss negotiations with the International Association of Fire Fighters, Local # 57, and if necessary, take appropriate action in open session. (Kelly Plunkett)

BACKGROUND:

The City's negotiating team desires to discuss with the Mayor and City Council the ongoing negotiations with the IAFF, Local No. 57. The City Council should determine that disclosure of ongoing negotiations between the City and the IAFF will seriously impair the ability of the City to continue negotiations. Therefore, the Council should convene in executive session to discuss this matter.

RECOMMENDED ACTION:

Pursuant to Section 307B.2, Title 25, Oklahoma Statutes, convene in executive session to discuss negotiations with the International Association of Fire Fighters, Local No. 57, and if necessary, take appropriate action in open session.

Fiscal Impact

Attachments

No file(s) attached.

Regular City Council

11. C.

Meeting Date: 12/11/2017

Initiator: Gary Garvin, Planning Director

Department: Planning

Staff Information Source: Mike Miller, City Manager, Gary D. Garvin, Director of Planning & Economic Development

Information

AGENDA ITEM TITLE:

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 projects within the downtown corridor, and if necessary, take appropriate action in open session. (Mike Miller)

BACKGROUND:

The City of Muskogee Planning Department received a grant from the City of Muskogee Foundation for \$1 million over the next three years to be spent on downtown revitalization. Planning and Economic Development Director Gary D. Garvin will be administering the grant. Consultant Ron Drake is working with investors, developers, and downtown business owners, helping them prepare the projects that will be participating in the grant. This executive session is an opportunity for Ron Drake to present the progress in our downtown economic development efforts.

RECOMMENDED ACTION:

Receive report and take any necessary action.

Fiscal Impact

Attachments

No file(s) attached.

Regular City Council

11. D.

Meeting Date: 12/11/2017

Initiator: Gary Garvin, Planning Director

Department: Planning

Staff Information Source: Mike Miller, City Manager & Gary D. Garvin, Director of Planning & Economic Development

Information

AGENDA ITEM TITLE:

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 within the Urban Renewal Area, and if necessary, take appropriate action in open session. (Mike Miller)

BACKGROUND:

The City Manager and staff wish to discuss with the City Council matters pertaining to economic development within the Urban Renewal Area, where such matters, if publicly disclosed, would interfere with the development of those products or services in Muskogee.

RECOMMENDED ACTION:

Convene in Executive Session for purposes of conferring on matters pertaining to economic development, and take action in open session.

Fiscal Impact

Attachments

No file(s) attached.
