

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).

(Public Comment during Public Hearing or Agenda item comment)

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 Committee during such period is required to sign in with the City Clerk prior to the meeting between 3:30 p.m. and 3:45 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
Public Works Committee
November 21, 2017
4:00 P.M. - City Council Chambers

1. Consider approval of Public Works Committee minutes of November 7, 2017.
2. Hold a Public Hearing and take action on the approval of Ordinance 4033-A rezoning the property located at 3123 Gibson Street, more particularly described in the Ordinance, from "C-2" General Commercial District to "R-1" Single-Family Residential, and if approved authorize Staff to revise the Official Zoning Map of the City to reflect said change, or take other necessary action. (Gary D. Garvin)

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

3. 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)
4. Consider 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)
5. Receive annual report on Industrial Pretreatment Program Performance Summary, and take any necessary action. (Greg Riley)
6. Consider 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)

7. Discuss and provide necessary direction to staff to prepare a plan to solicit a state fair, or similar type of event, to the City. (Councilor Marlon Coleman)
8. Discuss and provide direction to staff on existing and future means and methods for repair of potholes. (Councilor Marlon Coleman)

RECOGNIZE CITIZENS WISHING TO SPEAK TO CHAIRMAN AND COMMITTEE MEMBERS.

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 Committee 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 Committee twelve (12) copies should be made available, and may not be returned.

Public Works Committee

1.

Meeting Date: 11/21/2017
Initiator: Ashley Wallace, Office Adm 1
Department: City Clerk
Staff Information Source:

Information

AGENDA ITEM TITLE:

Consider approval of Public Works Committee minutes of November 7, 2017.

BACKGROUND:

RECOMMENDED ACTION:

Fiscal Impact

Attachments

11-07-2017 pwmin

MINUTES
PUBLIC WORKS COMMITTEE
November 7, 2017

The Public Works Committee of the City of Muskogee, Oklahoma, met at 4:00 p.m. on Tuesday, November 21, 2017 in Council Chambers, Third Floor, Municipal Building, with the following in attendance:

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

Staff Present: Mike Miller, City Manager; Mike Stewart, Asst City Manager; Roy Tucker, City Attorney; Tammy L. Tracy, City Clerk; Gary Garvin, City Planner; Greg Riley, Public Works Director; Matthew Beese, Assistant City Attorney; Mark Wilkerson, Parks & Recreation Director; Michael O'Dell, Fire Chief; Kelly Plunkett, Human Resources Director; Rex Eskridge, Police Chief; Chad Farmer, Deputy Police Chief; Jim Wixom, Assistant Public Works Director; Marci Gilliam, Strategic Financial Analyst; Ty Pickering, Lieutenant

1. Consider approval of Public Works Committee minutes of October 17, 2017.

Motion was made by Mayor John R. Coburn, seconded by Committee Member Dan Hall to approve Public Works Committee minutes of October 17, 2017.

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

Carried - Unanimously

2. Hold a Public Hearing and take action on the approval of Ordinance No. 4031-A rezoning the property located at 4421 Denison Street, more particularly described in the ordinance, from "R-1" Single-Family Residential District, to "C-1" Local Commercial District, and if approved, authorize Staff to revise the Official Zoning Map of the City to reflect said change, or take other necessary action. (Gary D. Garvin)

Deputy Mayor James Gulley opened the Public Hearing.

The applicant, Cassandra Logan, is requesting the property located at 4421 Denison Street be rezoned from "R-1" Single-Family Residential District to "C-1" Local Commercial District to allow a Day Care Center (8 or more persons) to be located on the property.

According to the Land Use Map, the area is classified as Single-Family Residential. The request to rezone to "C-1" Local Commercial District would not comply with the

Comprehensive Plan and Land Use Map adopted by the City of Muskogee. Additionally, allowing a commercial zoning within a residential area would be considered spot zoning.

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

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

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

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

Cassandra Logan, 4421 Denison Street, Muskogee, Oklahoma, stated she originally filled out the application under the impression that zoning would be for Multi-Family Residential. Ms. Logan was unaware this was Commercial zoning or she would not have signed the application.

Planning Director Gary Garvin stated before the zoning regulations were amended in 2014, it was allowed as a "special exception" under the Multi-Family zones. When the regulations were changed, it was no longer allowed. A Commercial zoning is required for a daycare center; C-1 or higher. The only time it is allowed in residential is in single-family, duplexes, and R-3. However, it must be approved by the Board of Adjustments.

Ms. Logan asked if the rules were changed in 2014, why did that not apply to other residents. She explained she is only trying to add five (5) more children at her daycare which would be a maximum of twelve (12) children. She feels this is discrimination because other families are allowed to have a daycare with a maximum of twelve (12) children.

Councilmember Patrick Cale asked if there has been any Multi-Family approval since the termination of the policy in 2014.

Planning Director Gary Garvin stated no. He explained Ms. Logan had asked him about the number of kids. He explained to her the number of kids in a daycare center versus the number of kids in a daycare at home has changed slightly. Years ago Department of Human Services (DHS) stated five (5) kids was a daycare home, anything above that was a daycare center. Years later DHS allowed seven (7) kids as a daycare home and some time later DHS moved the number to eleven (11) kids; the Planning Commission decided to leave it at seven (7) kids or fewer for a daycare home.

Councilmember Patrick Cale felt the only viable option would be to petition to change the requirements of how many children can be allowed in a daycare home.

Planning Director Gary Garvin stated it would take an amendment to the Ordinance. It would also need to go through the Planning Commission, Public Works, and City Council for final approval.

Councilmember Patrick Cale recommended refunding Ms. Logan her application fee due to her confusion when she initially filled out the application.

Deputy Mayor James Gulley closed the Public Hearing.

Motion was made by Committee Member Patrick Cale, seconded by Committee Member Wayne Johnson to DENY Ordinance No. 4031-A rezoning the property located at 4421 Denison Street, refund the applicant the application fee, and direct Staff to review the Department of Human Services regulations regarding maximum number of children allowed.

AYE: Mayor John R. Coburn, Deputy Mayor James Gulley, Committee Member Janey Boydston, Committee Member Patrick Cale, Committee Member Dan Hall, Committee Member Wayne Johnson

NAY: Committee Member Marlon Coleman, Committee Member Derrick Reed, Committee Member Ivory Vann

Carried

3. Hold a Public Hearing and take action on the approval of Ordinance No. 4032-A rezoning the property located at 318 S. Cherokee Street, more particularly described in the ordinance, from "R-1" Single-Family Residential District to "I-1" Light Industrial District, and if approved, authorize Staff to revise the Official Zoning Map of the City to reflect said change, or take other necessary action. (Gary D. Garvin)

Mayor Bob Coburn opened the Public Hearing.

Planning Director Gary Garvin stated the applicant, City of Muskogee (Public Works), is requesting the property located at 318 S. Cherokee Street to be rezoned from "R-1" Single-Family Residential District to "I-1" Light Industrial District to allow a new Public Works (Maintenance Headquarters) building to be located on the property.

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

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

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

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

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

Mayor Bob Coburn closed the Public Hearing.

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

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

Carried - Unanimously

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

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

Motion was made by Committee Member Patrick Cale, seconded by Committee Member Janey Boydston to approve Preliminary and Final Plat of Janie's Addition, consisting of one (1) lot on 4.33 acres, located on the south side of Gibson Street, west of Civitan Park.

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

Carried - Unanimously

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

City Attorney Roy D. Tucker stated at the City Council meeting on October 23, 2017, Council approved changing the time of the City Council meeting and the day and time of the Public Works and Finance Committee meetings. Staff has prepared an ordinance memorializing the change for consideration.

Theresa Reutlinger, 2500 Shelby Ct, Muskogee, Oklahoma, requested that the requirement of citizens wishing to address Committee and Council be changed from from fifteen (15) minutes prior to the meeting to five (5) minutes prior to the meeting.

Motion was made by Committee Member Janey Boydston, seconded by Committee Member Dan Hall to approve Ordinance No. 4030-A amending the City of Muskogee Code of Ordinances, Chapter 2, Administration, Article II, Municipal Government Organization; by Amending Section 2-20, Meetings of the Council, by providing for modified meeting times for the City Council and City Council Committees.

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

Carried - Unanimously

Item numbers six (6) and seven (7) are to be presented in reverse order. (Roy D. Tucker)

Motion was made by Mayor John R. Coburn, seconded by Committee Member Dan Hall to approve presenting item numbers six (6) and (7) in reverse order.

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

Carried - Unanimously

6. **(No Action Taken:)** Consider approval of Ordinance No. 4029-A amending the City of Muskogee Code of Ordinances, by Creating Section 91-102, Muskogee Arts and Cultural Authority, within Article I, Establishment and Recognition, of Chapter 91, Public Trusts; Providing for Repealer, Severability, and Declaring an Emergency. (Roy D. Tucker)
7. Discuss and take action approving the Trust Indenture creating the Muskogee Arts and Cultural Authority, accepting a beneficial interest thereto, allocating funding, and further authorizing and directing the Mayor and City Clerk to execute any necessary documents related thereto. (Roy D. Tucker)

City Attorney Roy Tucker stated for several weeks staff has been working with the Oklahoma Music Hall of Fame to determine the best method for ensuring the continuation of the Oklahoma Music Hall of Fame, due to their recent funding problems. Recognizing that the Hall of Fame and its purpose are important to the local economy, as well as, to the musical and artistic scene within the community, staff has come up with a viable plan which will promote the ideals which the Hall of Fame has become known for, as well as providing city oversight to ensure any public funding

made to support it is done for the public purpose. Nine (9) Trustors (seven (7) comprising the Muskogee Medical Center Authority and two (2) from the OMHOF board) have come forward in support of the creation of a new trust to be called the Muskogee Arts and Cultural Authority. The purpose of the Trust will be to assume and receive an assignment of all intellectual property related to the OMHOF, and to further and to support all artistic and creative endeavors within the community to ensure a continued high quality of life.

The City Council will bear the responsibility to appoint all successor trustees. Initial funding for the Trust in the amount of \$230,000 will come from a distribution made to the City from the Muskogee Medical Center Authority. Future funding will be considered.

Deputy Mayor James Gulley stated he is not in favor of doing the Muskogee Arts and Cultural Trust, but is suggesting taking money that was saved by cancelling the contract with Sports Facilities Management, and take \$35,000.00 from those savings and combine it with the \$15,000.00 to increase the funding for the Music Hall of Fame to \$50,000.00 which is the same amount of funding used for the Three Rivers Museum and the War Memorial Museum. That way they are all being funded at the same rate. Mr. Gulley feels it is time to start allocating interest earned from the the thirteen million dollars from the Muskogee Medical Authority and discuss more in regards to spending money to help support the Muskogee Public Schools and Hilldale Public Schools elementary school system, focusing on Pre-K through third grade. Especially after school care, school supplies, help in math and reading, healthy food choices, and grants for teachers for particular curriculum teaching materials. Mr. Gulley read recently that Muskogee schools scored very low in reading and math. He feels the City needs to invest in the youth and their reading and math skills.

Committee Member Marlon Coleman stated this would be a good opportunity to look at the Trust that manages this money and take the time to look at more community development projects.

Committee Member Patrick Cale stated how we put this trust is put together. He feels if we put the Civic Center, Hall of Fame, and the Roxy under the same management, one manager could oversee the workings of all three. Mr. Cale suggested possibly moving the Music Hall of Fame into the Civic Center to get "more bang for our buck". He would like to put more thought into this trust.

Committee Member Wayne Johnson stated this started out by coming up with ways to save the Music Hall of Fame. He feels the discussion has opened up more questions than answers.

Wren Stratton, 324 N. Camden Pl., Muskogee, Oklahoma, stated if the citizens of Muskogee are the beneficiaries of the Authority that makes more sense.

Theresa Reutlinger, 2500 Shelby Ct., Muskogee, Oklahoma, stated she would like to see different people on the boards than those that are normally on the boards. There definitely needs to be citizen input and she feels the right decision will be made.

Committee Member Dan Hall stated he is confused with the different thoughts and discussions that are being mentioned.

Motion was made by Committee Member Wayne Johnson, seconded by Mayor John R. Coburn to approve to direct Staff to bring item back to City Council to look at two (2) months of funding for the Oklahoma Music Hall of Fame. In the meantime the Oklahoma Music Hall of Fame will continue to operate.

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

Carried - Unanimously

8. Discuss and provide direction to Staff on existing permitting procedures required of new or expanded hospital or ambulatory surgical care centers as set forth in City Code 22-674 and 22-675. (Marlon Coleman)

Committee Member Marlon Coleman stated at the September 19, 2017 committee meeting, Staff was directed to research how other cities license hospitals and ambulatory care centers to determine how our current provisions relate to other communities in Oklahoma. Staff will be prepared to present findings in accordance with the request and receive additional direction.

Motion was made by Committee Member Marlon Coleman, seconded by Committee Member Dan Hall to approve to provide direction to Staff on existing permitting procedures required of new or expanded hospital or ambulatory surgical care centers as set forth in City Code 22-674 and 22-675.

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

Carried - Unanimously

9. Consider approval of lowest and best bid from Rehrig Pacific Company in the amount of \$552.50 per tank for purchase of 81 two (2) cubic yard containers-rear loading for Fiscal year 2017-2018, or take other necessary action. (Greg Riley)

Public Works Director Greg Riley stated the 2017 budget includes \$45,000.00 for the purchase of two (2) cubic yard containers for the City's rear loading commercial routes. One (1) bid and two (2) no-bids were received, Rehrig Pacific Company was the lowest bid. This is the company that has been used in the past for this type of container. There were bids per each and the bid amount allows us to purchase 81 containers within the budget. This bid is approximately 1% more per container than last year's low bid price.

Motion was made by Committee Member Marlon Coleman, seconded by Committee Member Janey Boydston to approve lowest and best bid from Rehrig Pacific Company in the amount of \$552.50 per tank for purchase of 81 two (2) cubic yard containers-rear loading for Fiscal year 2017-2018.

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

Carried - Unanimously

10. Receive report regarding the installation of the new grill at Rotary Park. (Councilmember Ivory Vann)

RECOGNIZE CITIZENS WISHING TO SPEAK TO CHAIRMAN AND COMMITTEE MEMBERS.

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.

CHAIRMAN JAMES GULLEY
PUBLIC WORKS COMMITTEE

pwwmin
TT/aw

Public Works Committee

2.

Meeting Date: 11/21/2017

Initiator: Susan Ross, Office Adm 1

Information

AGENDA ITEM TITLE:

Hold a Public Hearing and take action on the approval of Ordinance 4033-A rezoning the property located at 3123 Gibson Street, more particularly described in the Ordinance, from "C-2" General Commercial District to "R-1" Single-Family Residential, and if approved authorize Staff to revise the Official Zoning Map of the City to reflect said change, or take other necessary action. (Gary D. Garvin)

LEGAL DESCRIPTION:

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

BACKGROUND:

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

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

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

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

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

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

RECOMMENDED STAFF ACTION:

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

Fiscal Impact

Attachments

4033-A 11-27-2017 Rezoning

Site Plan/Notice-Cox

ORDINANCE NO. 4033-A

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

FROM “C-2” GENERAL COMMERCIAL DISTRICT

TO

“R-1” SINGLE-FAMILY RESIDENTIAL DISTRICT

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

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

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

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

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

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

Section 4: SEVERABILITY. Should any part, section, subsection, sentence, provision, clause, or phrase hereof be held invalid, void, or unconstitutional for any reason, such holding shall not render invalid, void, or unconstitutional any other section, subsection, sentence, provision, clause, or phrase of this Ordinance, and the same are deemed severable for this purpose.

Ordinance No. _____

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

JOHN R. COBURN, MAYOR

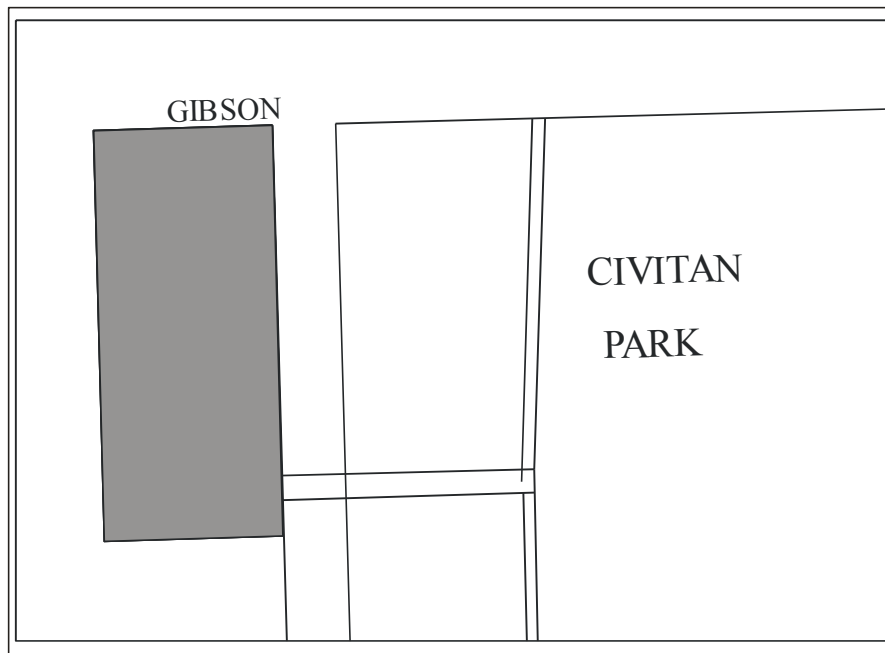
ATTEST:

TAMMY L. TRACY, CITY CLERK
(SEAL)

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

ROY D. TUCKER, CITY ATTORNEY

Public Hearing Notice



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

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

Applicant: Anthony Cox

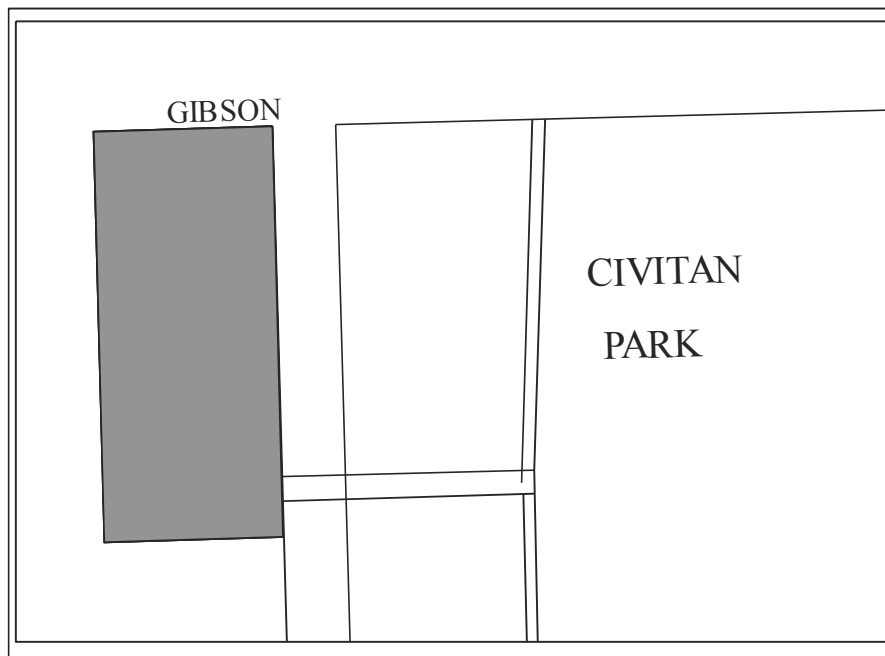
This notice is provided to property owners within 300 feet of the above site to inform them of the following public hearings regarding the above proposal:

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

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

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

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



(Anthon Cox, Applicant)

PUBLIC NOTICE

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

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

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

Mark Luttrull, Chairman
City of Muskogee Planning & Zoning Commission

Public Works Committee

3.

Meeting Date: 11/21/2017

Submitted For: Roy Tucker, City Attorney

Initiator: Roy Tucker, City Attorney

Department: City Attorney

Staff Information Source:

Information

AGENDA ITEM TITLE:

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

BACKGROUND:

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

RECOMMENDED ACTION:

Approve proposed ordinance.

Fiscal Impact

Attachments

4034-A Ord Hospital & Ambulatory Services

Existing Ordinance

ORDINANCE NO. 4034-A

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

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

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

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

CITY OF MUSKOGEE

JOHN R. COBURN, MAYOR

ATTEST:

TAMMY L. TRACY, CITY CLERK

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

ROY D. TUCKER, CITY ATTORNEY

ARTICLE XVI. - HOSPITALS AND AMBULATORY SURGICAL CARE FACILITIES

Sec. 22-674. - Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

Public Works Committee

4.

Meeting Date: 11/21/2017

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

Department: Public Works

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

Information

AGENDA ITEM TITLE:

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

BACKGROUND:

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

RECOMMENDED ACTION:

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

Fiscal Impact

Attachments

2709 RES ODOT Traffic Signal

RESOLUTION NO. 2709

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

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

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

a. Preliminary Engineer's Estimate.

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

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

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

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

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

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

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

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

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

THE CITY OF MUSKOGEE, OKLAHOMA

By: _____

ATTEST:

City Clerk

Public Works Committee**5.**

Meeting Date: 11/21/2017

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

Department: Public Works

Staff Information Source: Greg Riley, Director of Public Works; Abigail Wright, Environmental Technician

Information**AGENDA ITEM TITLE:**

Receive annual report on Industrial Pretreatment Program Performance Summary, and take any necessary action. (Greg Riley)

BACKGROUND:

In 1977 the Federal Water Pollution Control Act was amended to require local Publicly Owned Treatment Works (POTWs) with capacities greater than five (5) million gallons per day to establish pretreatment programs. The program requires the Environmental Technician to report violations of pretreatment program requirements annually to the Mayor and City Council. The report includes actions taken to correct violations and prevent future violations.

RECOMMENDED ACTION:

Receive report on Industrial Pretreatment Program Performance Summary.

Fiscal Impact**Attachments**

Pretreatment Performance Summary

I. PRETREATMENT PERFORMANCE SUMMARY (PPS)

Page 1 of 2

I. General Information

Muskogee Municipal Authority
Control Authority Name

P.O. Box 1927
Address

Muskogee, Oklahoma 74402-1927
City, State, Zip

Abigail Wright, Environmental Technician
Contact Person, Position

(918) 684-6239
(Area Code) Contact Telephone

OK0029131
OPDES Permit Number(s)

Begin Date: November 1, 2016
Reporting Period

End Date: October 31, 2017

II. Significant Industrial User Compliance

Record the Number of SIU Who:		SIGNIFICANT INDUSTRIAL USERS	
		Categorical	Non-categorical
1.	a. Submitted a BMR (Baseline Monitoring Report)	<u>0</u>	N/A
	b. Were Required to Submit a BMR	<u>0</u>	N/A
2.	a. Submitted a 90-Day Compliance Report	<u>0</u>	N/A
	b. Were Required to Submit a 90-Day Report	<u>0</u>	N/A
3.	a. Submitted Required Self-monitoring Reports	<u>2</u>	<u>10</u>
	b. Were Required to Submit Self-monitoring Reports	<u>2</u>	<u>10</u>
4.	a. Met a Compliance Schedule	<u>0</u>	<u>0</u>
	b. Were Required to Meet a Compliance Schedule	<u>0</u>	<u>0</u>
5.	a. Were in Significant Noncompliance (SNC)	<u>2</u>	<u>0</u>
<u>Additional Information:</u>			
6.	Total Number of SIU	<u>3</u>	<u>10</u>
7.	Rate of SNC for <u>all</u> SIU (categorical & non-categorical)	<u>15.38</u>	%

I. PRETREATMENT PERFORMANCE SUMMARY (PPS)

Page 2 of 2

III. Compliance Monitoring Program

<u>Record the Number of.</u>		<u>SIGNIFICANT INDUSTRIAL USERS</u>	
		<u>Categorical</u>	<u>Non-categorical</u>
I.	a. Issued Control Documents	<u>1</u>	<u>4</u>
	b. Required Control Documents	<u>1</u>	<u>4</u>
2.	a. Facilities Inspected	<u>3</u>	<u>9</u>
	b. Inspections Conducted	<u>3</u>	<u>9</u>
3.	a. Facilities Sampled	<u>3</u>	<u>9</u>
	b. Samplings Conducted	<u>4</u>	<u>9</u>

IV. Enforcement Actions

<u>Record the Number of.</u>		<u>SIGNIFICANT INDUSTRIAL USERS</u>	
		<u>Categorical</u>	<u>Non-categorical</u>
1.	a. Compliance Schedules Issued	<u>0</u>	<u>0</u>
	b. Compliance Schedules Required	<u>0</u>	<u>0</u>
2.	Notices of Violation (NOV) Issued	<u>2</u>	<u>2</u>
3.	Administrative Orders (AO) Issued	<u>0</u>	<u>0</u>
4.	Civil Suits Filed	<u>0</u>	<u>0</u>
5.	Criminal Suits Filed	<u>0</u>	<u>0</u>
6.	Significant Violators Published	<u>2</u>	<u>0</u>
7.	SIU that were Assessed Penalties	<u>0</u>	<u>0</u>
8.	Dollars of Penalties Collected	<u>\$ 0</u>	<u>\$ 0</u>
9.	Other Actions (sewer bans, etc.)	<u>0</u>	<u>0</u>

Public Works Committee

6.

Meeting Date: 11/21/2017
Initiator: Drew Saffell, Airport Manager
Department: Assistant City Manager
Staff Information Source: Drew Saffell

Information

AGENDA ITEM TITLE:

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

BACKGROUND:

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

RECOMMENDED ACTION:

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

Fiscal Impact

FUNDING SOURCE:

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

Attachments

Garver Agreement
OAC Notice Design & Bid



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

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

The Owner intends to make the following improvements:

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

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

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

SECTION 1 - EMPLOYMENT OF GARVER

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

SECTION 2 - SCOPE OF SERVICES

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

SECTION 3 - PAYMENT

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

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



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

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

Surveys, Bid Package Development, & Bidding Services:

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

Construction Phase Services:

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

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

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

Materials Testing Services:

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

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

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



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

SECTION 4 - OWNER'S RESPONSIBILITIES

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

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



SECTION 5 – MISCELLANEOUS

5.1 Instruments of Service

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

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

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

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

5.2 Opinions of Cost

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

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

5.3 Underground Utilities

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



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

5.4 Insurance

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

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

5.5 Indemnity Provision

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

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

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

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

5.6 Design without Construction Phase Services

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

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



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

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

5.7 Limitation of Liability

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

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

5.7.1 Hazardous Materials

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

5.8 Mediation

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

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



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

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

5.9 Litigation Assistance

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

SECTION 6 - CONTROL OF SERVICES

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

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

SECTION 7 - SUCCESSORS AND ASSIGNS

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

SECTION 8 – APPENDICES AND EXHIBITS

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

8.1.1 Appendix A – Scope of Services

8.1.2 Appendix B – Rate Schedule & Manhour Tables



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

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

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

CITY OF MUSKOGEE, OKLAHOMA

By: _____
Signature

Name: _____
Printed Name

Title: _____

Date: _____

Attest: _____

GARVER, LLC

By:  _____
Signature

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

Name: Michael J. Griffin
Printed Name

Title: Senior Vice President

Attest: 



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

2.1 General

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

2.2 Surveys

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

2.3 Geotechnical Services

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

2.4 Bid Package Development

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

2.5 Bidding Services

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



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

2.6 Construction Phase Services

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

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



of the following construction activities:

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

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

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

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

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



2.7 Materials Testing Services

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

2.8 Project Deliverables

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

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

2.9 Extra Work

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

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

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

2.10 Schedule

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



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

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

APPENDIX B

MUSKOGEE - DAVID FIELD AIRPORT HARDSTAND CONSTRUCTION

SURVEYS

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

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

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

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

DIRECT NON-LABOR EXPENSES

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

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

SUBTOTAL: **\$3,478.26**

SUBCONSULTANTS FEE: **\$0.00**

PROFESSIONAL FEE **\$521.74**

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

APPENDIX B

MUSKOGEE - DAVID FIELD AIRPORT HARDSTAND CONSTRUCTION

BID PACKAGE DEVELOPMENT

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

Hours	16	0	53	0	0	0	58
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Salary Costs	\$883.20	\$0.00	\$2,069.65	\$0.00	\$0.00	\$0.00	\$1,421.00
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SUBTOTAL - SALARIES:	\$4,373.85
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LABOR AND GENERAL ADMINISTRATIVE OVERHEAD	\$8,409.16
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DIRECT NON-LABOR EXPENSES

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

SUBTOTAL - DIRECT NON-LABOR EXPENSES:	\$260.46
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SUBTOTAL:	\$13,043.47
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SUBCONSULTANTS FEE:	\$0.00
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PROFESSIONAL FEE	\$1,956.52
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TOTAL FEE:	\$15,000.00
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APPENDIX B

MUSKOGEE - DAVID FIELD AIRPORT HARDSTAND CONSTRUCTION

BIDDING SERVICES

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

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

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

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

MUSKOGEE - DAVID FIELD AIRPORT HARDSTAND CONSTRUCTION

CONSTRUCTION PHASE SERVICES

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

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

SUBTOTAL - SALARIES: \$4,800.75

**LABOR AND GENERAL
ADMINISTRATIVE OVERHEAD \$9,229.92**

DIRECT NON-LABOR EXPENSES

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

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

SUBTOTAL: \$15,652.17

SUBCONSULTANTS FEE: \$0.00

PROFESSIONAL FEE \$2,347.83

TOTAL FEE: \$18,000.00



Oklahoma Aeronautics Commission

November 6, 2017

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

Dear Mayor Coburn,

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

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

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

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

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

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

Respectfully,

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

Dale Williams
Deputy Director - Airports Division

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

Muskogee Davis Regional

Regional Business Airport

Businesses Utilizing the Airport:

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

Project Description

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

CY 2017/2018: Design and Construct ODO.

Project Justification

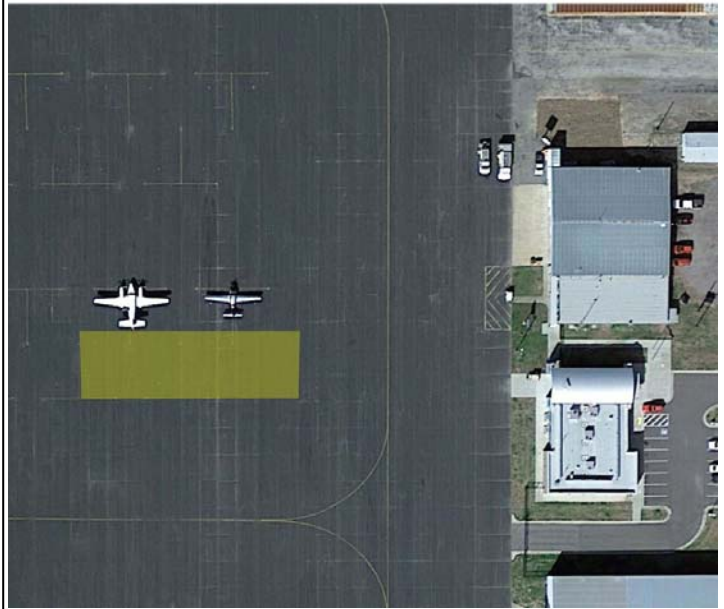
The asphalt apron pavement is exhibiting medium severity longitudinal cracks and raveling with a few areas of minor depressions. Instead of reconstructing the entire apron, which would be very costly, the project will reconstruct a section of the apron in concrete so that it can handle parking the larger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

Airport Information

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

Selection Criteria

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



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

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

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

Public Works Committee

7.

Meeting Date: 11/21/2017

Submitted For: Roy Tucker, City Attorney

Initiator: Roy Tucker, City Attorney

Department: City Attorney

Staff Information Source:

Information

AGENDA ITEM TITLE:

Discuss and provide necessary direction to staff to prepare a plan to solicit a state fair, or similar type of event, to the City. (Councilor Marlon Coleman)

BACKGROUND:

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

RECOMMENDED ACTION:

Provide Direction to Staff.

Fiscal Impact

Attachments

No file(s) attached.

Public Works Committee

8.

Meeting Date: 11/21/2017

Submitted For: Roy Tucker, City Attorney

Initiator: Roy Tucker, City Attorney

Department: City Attorney

Staff Information Source:

Information

AGENDA ITEM TITLE:

Discuss and provide direction to staff on existing and future means and methods for repair of potholes. (Councilor Marlon Coleman)

BACKGROUND:

Councilor Coleman would like to discuss with the Council the City's means and methods for repair of potholes in city streets.

RECOMMENDED ACTION:

Discuss and provide direction to staff.

Fiscal Impact

Attachments

No file(s) attached.
