

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

Council Rules of Decorum limit citizen comments on agenda items and public hearings to five (5) minutes and general comments for non-agenda items to three (3) minutes. Any person desiring to address the Council during such period is required to sign in with the City Clerk prior to the Council meeting between 5:00 p.m. and 5:15 p.m. on the third floor of City Hall or anytime between 8:00 a.m. and 5:00 p.m. in the Office of the City Clerk. They shall provide their name, address and specify the agenda item they wish to address. Remarks shall be directed to the matter being considered and the speaker is allowed to speak only one time. If written materials are to be submitted twelve (12) copies should be made available, and may not be returned.

AGENDA
MUSKOGEE CITY COUNCIL
February 12, 2018

REGULAR SESSION - 5:30 P.M., 3RD FLOOR, COUNCIL CHAMBERS MUNICIPAL BUILDING,
229 W. OKMULGEE, MUSKOGEE, OKLAHOMA

INVOCATION - COUNCILMEMBER MARLON COLEMAN

FLAG SALUTE - MAYOR BOB COBURN

ROLL CALL - MAYOR BOB COBURN

APPROVAL OF MINUTES: SPECIAL CALL CITY COUNCIL JANUARY 16, 2018 and CITY
COUNCIL REGULAR SESSION JANUARY 22, 2018.

CONSENT AGENDA

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

1. Approval of claims for all City departments January 11, 2018 through January 31, 2018.
2. Approval of City Council support for submission of Letters of Intent to the City of Muskogee Foundation for the upcoming grant cycle for these projects to be submitted by non-profits to the benefit of the City: \$101,000.00 Civil Air Patrol Building Rehabilitation; \$250,000.00 Animal Shelter Expansion; \$150,000.00 Main Street Muskogee Green Space Development. (Mike Miller)

3. Approval of Professional Services Agreement with Michael S. Bates, Labor Relations Consulting Services of Tulsa, Oklahoma, to provide labor relations services to the City of Muskogee covering the timeframe of FY 2018/2019, as well as related employee/labor relations work as determined by the City, and authorize the City Manager to negotiate and execute the agreement, or take other necessary action. (Kelly Plunkett)
4. Approval to accept the lowest and best bid from Key Equipment in the amount of \$47,759.00 for the purchase of Hydro Excavator/Valve Exerciser, or take any other necessary action. (Greg Riley)
5. Approval to accept the purchase of a 2019 Kenworth T370 Grapple (Clamshell) Bucket Truck through the NJPA contract, for the Environmental Control Department in the amount of \$166,714.00, or take other necessary action. (Robert Swepston)
6. Approval of amended City Council Policy 3-2-2, Pay Administration, or take other necessary action. (Kelly Plunkett)

REGULAR AGENDA

7. Hold a Public Hearing and take action on the approval of Ordinance No. 4038-A rezoning the property located at 2312 Augusta Street, more particularly described in the ordinance, from "C-1" Local 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)

LOTS 20 THRU 26 IN BLOCK 12 IN CREAM RIDGE ADDITION TO THE CITY OF MUSKOGEE, LOCATED IN THE NORTHEAST QUARTER (NE1/4) OF SECTION 36, TOWNSHIP 15 NORTH, RANGE 18 EAST, MUSKOGEE COUNTY, STATE OF OKLAHOMA.

8. Hold a Public Hearing and take action on the approval of Ordinance No. 4039-A rezoning the property located on North Country Club Road, between Chandler Road and Gibson Street, more particularly described in the ordinance, from "A" Agriculture 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)

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 29; THENCE SOUTH 01°34'11" EAST A DISTANCE OF 1982.79 FEET TO THE SOUTHWEST CORNER OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 29; THENCE NORTH 88°38'16" EAST ALONG THE SOUTH LINE THEREOF A DISTANCE OF 305.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88°38'16" EAST A DISTANCE OF 286.25 FEET; THENCE NORTH 01°34'11" WEST A DISTANCE OF 152.16 FEET; THENCE SOUTH 88°38'34" WEST A DISTANCE OF 286.25 FEET; THENCE SOUTH 01°34'11" EAST A DISTANCE OF 152.19 FEET TO THE POINT OF BEGINNING. CONTAINING 1.00 ACRES, MORE OR LESS.

9. Hold a Public Hearing and take action on the approval of Ordinance No. 4040-A rezoning the property located on North 54th Street, north of Shawnee Ave, more particularly described in the ordinance, from "R-1" Single-Family Residential to "R-A" Agriculture 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 SOUTH HALF (S1/2) OF THE NORTH HALF (N1/2) OF THE SOUTHWEST QUARTER (SW1/4) SECTION 17, TOWNSHIP 15 NORTH, RANGE 18 EAST OF THE INDIAN BASE AND MERIDIAN, MUSKOGEE COUNTY, STATE OF OKLAHOMA.

10. Hold a Public Hearing and take action on the approval of Ordinance No. 4041-A rezoning the property located on South Cherokee Street, south of Cherokee Drive, more particularly described in the ordinance, from "C-1" Local Commercial 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)

COMMENCING AT THE NORTHEAST CORNER OF THE SE1/4 OF SECTION 3;
THENCE S1°23'05"E A DISTANCE OF 142.85 FEET TO THE POINT OF BEGINNING;
THENCE S89°08'48"W A DISTANCE OF 238 FEET; THENCE S1°22'53"E A
DISTANCE OF 188.45 FEET; THENCE N88°37'07"E A DISTANCE OF 38.00 FEET;
THENCE N1°22'53"W A DISTANCE OF 125.00 FEET; THENCE N88°37'07"E A
DISTANCE OF 200.00 FEET; THENCE N1°23'05"W A DISTANCE OF 61.26 FEET TO
THE POINT OF BEGINNING. CONTAINING 0.45 ACRES, MORE OR LESS.

11. Approval to authorize submission of Letters of Intent to the City of Muskogee Foundation for the upcoming grant cycle for City projects as follows: Depot District Development \$800,000.00; Parks and Recreation Maintenance Fund \$100,000.00; Hatbox Hangar Renovations Phase II \$400,000.00; Hatbox Livestock Show Arena \$750,000.00; Mobile Stage \$150,000.00; City-County Street Projects \$375,000.00; Juvenile/Adult Community Service \$137,565.00; Community Intervention Center \$152,777.00; Housing Rehab/Neighborhood Revitalization \$300,000.00; Restoration and Beautification \$150,000.00; Demolition Program \$200,000.00. (Mike Miller)
12. Discuss and consider approval of City Council support for submission of a Letter of Intent to the City of Muskogee Foundation to be submitted by the Muskogee Media Institute for the upcoming grant cycle, or take other necessary action. (Mike Miller)
13. Discuss and consider approval of the appointment of Toni Bradley-Smith as First Alternate Municipal Judge and Juvenile Judge, to serve a full two (2) year term, effective July 1, 2017 through January 31, 2020, unless sooner removed for cause pursuant to Sections 34-89 of the Muskogee City Code, or take other necessary action. (Mayor Bob Coburn)
14. Discuss and consider approval of the reappointment of Drew Wilcoxon, as Second Alternate Municipal Judge, to serve a full two (2) year term, beginning February 1, 2018 and ending January 31, 2020, unless sooner removed for cause pursuant to Sections 34-89 of the Muskogee City Code, or take other necessary action. (Mayor Bob Coburn)

15. Consider approval of an Amended Interlocal Agreement between the City and the Board of County Commissioners for Muskogee County for the hanger renovation project at the Love-Hatbox Sports Complex, or take other necessary action. (Roy D. Tucker)
16. Consider approval of a reimbursement contract between Department of Environmental Quality (DEQ) and the City of Muskogee for a program called The Elysium Project. (Rex Eskridge)

RECOGNIZE CITIZENS WISHING TO SPEAK TO THE MAYOR AND COUNCIL.

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

17. Consider an Executive Session to discuss and take possible action on the following:
 - A. Pursuant to Section 307 B.1, Title 25, Oklahoma Statutes, consider convening in Executive Session to discuss the employment and evaluate the performance of Municipal Judge, Bret Smith, and if necessary, take appropriate action in open session, including consideration of the reappointment of Judge Smith to serve a two year term, ending January 31, 2020. (Mayor Bob Coburn)

ADJOURN

Regular City Council

Meeting Date: 02/12/2018
Initiator: Ashley Wallace, Office Adm 1
Department: City Clerk
Staff Information Source:

Information**AGENDA ITEM TITLE:**

APPROVAL OF MINUTES: SPECIAL CALL CITY COUNCIL JANUARY 16, 2018 and CITY COUNCIL REGULAR SESSION JANUARY 22, 2018.

BACKGROUND:**RECOMMENDED ACTION:**

Fiscal Impact**Attachments**

01-16-2018 spccmin

01-22-2018 ccmin

MINUTES

OF THE COUNCIL OF THE CITY OF MUSKOGEE, OKLAHOMA, MET IN A SPECIAL CALL SESSION, IN THE COUNCIL CHAMBERS OF CITY HALL MONDAY, JANUARY 16, 2018

The Council of the City of Muskogee, Oklahoma, met in a Special Call Session in Council Chambers of City Hall, Monday, January 16, 2018, at 5:30 p.m., with Mayor Coburn presiding.

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

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

Absent: Marlon Coleman, Councilmember

Staff Present: Mike Miller, City Manager; Mike Stewart, Assistant 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; Rex Eskridge, Police Chief; Drew Saffell, Airport Manager

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

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

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

Carried - Unanimously

A **(No action taken):** Pursuant to Section 307 B.1 Title 25, Oklahoma Statutes, consider convening in Executive Session to discuss the employment, and evaluate the performance of City Manager, Mike Miller, and if necessary, take appropriate action in open session. (Councilor Wayne Johnson)

B **(No action taken):** Pursuant to Section 307 B.1 Title 25, Oklahoma Statutes, consider convening in Executive Session to discuss the employment, and evaluate the performance of City Attorney, Roy D. Tucker, and if necessary, take appropriate action in open session. (Councilor Wayne Johnson)

C **(No action taken):** Pursuant to Section 307 B.1 Title 25, Oklahoma Statutes, consider convening in Executive Session to discuss the employment, and evaluate the performance of City Clerk, Tammy L. Tracy, and if necessary, take appropriate action in open session. (Councilor Wayne Johnson)

JOHN R. COBURN, MAYOR

TAMMY L. TRACY, CITY CLERK

MINUTES

OF THE COUNCIL OF THE CITY OF MUSKOGEE, OKLAHOMA, MET IN REGULAR SESSION, IN THE COUNCIL CHAMBERS OF CITY HALL MONDAY, JANUARY 22, 2018

The Council of the City of Muskogee, Oklahoma, met in Regular Session in Council Chambers of City Hall, Monday, January 22, 2018, at 5:30 p.m., with Mayor Coburn presiding.

Invocation was given by Councilmember Ivory Vann

Flag Salute was led by Mayor Bob Coburn

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

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

Staff Present: Mike Miller, City Manager; Mike Stewart, Assistant 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; Rex Eskridge, Police Chief; Reggie Cotton, Deputy Police Chief; Marci Gilliam, Strategic Financial Analyst

APPROVAL OF MINUTES: CITY COUNCIL REGULAR SESSION JANUARY 08, 2018.

Motion was made by Councilmember Wayne Johnson, seconded by Councilmember Dan Hall to approve Regular Session City Council minutes of January 8, 2018.

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

Carried - Unanimously

CONSENT AGENDA

Motion was made by Councilmember Dan Hall, seconded by Councilmember Wayne Johnson to approve Consent Agenda.

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

Carried - Unanimously

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

- 1 Approval of claims for all City departments December 19, 2017 through January 10, 2018.
- 2 Approval to authorize the Muskogee Fire Department to submit grant applications to the Assistance to Firefighters Grant program for a total potential award of \$1,100,000.00, to be used for the purchase of fire apparatus and personal protective equipment, or take other necessary action. (Michael O'Dell)
- 3 Approval of the recommendation by the City of Muskogee Foundation Board of Directors appointing Perline Boyattia and Tim McElroy, each to serve a six (6) year term beginning August 1, 2017, and ending July 31, 2023, and appointing Aaron George replacing Tracy Hoos, James Gulley replacing Jay Updike, and Jerri Stoutermire replacing Leroy Walker, each to serve a six (6) year term beginning August 1, 2018, and ending July 31, 2024, or take other necessary action. (Mike Miller)
- 4 Approval of Resolution 2711 concerning bridge inspection responsibility by the City of Muskogee for compliance with National Bridge Inspection Standards, or take other necessary action. (Greg Riley)
- 5 Approval of a one (1) year renewal of the Traffic Signal Maintenance Contract, as negotiated, with SignalTek, Inc., including, but not limited to the repair, installation, maintenance and twenty-four hour call for traffic signals as recommended by Staff, or take other necessary action. (Greg Riley)
- 6 Approval of awarding the Muskogee-Davis Regional Airport Terminal Apron Hard-Stand construction project in the bid to Ross Construction in the amount of \$79,500.00, subject to approval of the Airport Board and finalization of the Oklahoma Aeronautics Commission grant funding, or take other necessary action. (Mike Stewart)

REGULAR AGENDA

- 7 Consider approval to direct the City Manager to negotiate and execute an agreement with Ron Drake Consulting for downtown revitalization from economic development funds, not to exceed \$14,000.00, or take other necessary action. (Mike Miller)

Discussion was made to execute an agreement with Ron Drake Consulting for downtown revitalization from economic development funds, not to exceed \$14,000.00.

City Manager Mike Miller stated Mr. Drake's contract runs through the end of January 2018. He explained there are many projects Council has been made aware of in Executive Session that are still in progress. He feels the City would benefit from Mr. Drake's continued services. The amount requested represents available funds (\$14,000.00) in the Economic Development budget. These funds would allow Mr. Drake to continue to work with the City in a reduced capacity; approximately half the time he is currently spending here. Council could then consider future funding of this effort, if any, in the FY 2018-2019. Considering the greatly reduced cost, the City of Muskogee Foundation \$1,000,000.00, three (3) year grant which begins in July of 2018, and the current momentum happening downtown, Staff is recommending the continuation of Mr. Drake's contract.

Councilmember Wayne Johnson stated he is an advocate for downtown Muskogee. He feels there has been a lull in spirit and the City needs to continue to talk about Muskogee and future projects so progress can continue. He feels Mr. Drake is helping to keep that spirit alive.

Councilmember Marlon Coleman stated the energy exuded by downtown Muskogee is due to Mr. Drake's influence. His concern is whether the City is doing enough to ensure that downtown Muskogee is completed at a pace that will keep up with what the City is trying to accomplish. The last thing he wants to see is setbacks due to not allowing enough time for completion. He questions if Mr. Drake's contract should be approved for a period of six (6) months or twelve (12) months, to be certain the City has everything needed to make downtown successful.

City Manager Mike Miller stated timeframe and workload are the two (2) main issues. This contract would extend through the end of the fiscal year, but would be at half the workload of what Mr. Drake is currently doing. Funding an additional five (5) months at his existing rate would be an additional \$30,000.00. His recommendation would be to place Mr. Drake's contract on cycle with the budget cycle. If this item is approved, it will be for the remainder of this fiscal year; it can then be re-evaluated throughout the budget process. This means Mr. Drake would commit to a reduced amount of time in Muskogee. Taking the available economic funds and stretching them to the end of the fiscal year (five months) would equate to half of the current workload. The difference of \$16,000.00 is not available in the Economic Development fund. Mr. Miller stated If it is Council's priority to continue Mr. Drake's contract full time, the City will be able to identify additional funding via the General Fund.

Councilmember Marlon Coleman feels if the contract is going to be extended, the extension should be made so that Mr. Drake can continue his current workload.

Councilmember Dan Hall stated he wants to make sure the City will be receiving their fair share of work from Mr. Drake.

Councilmember Marlon Coleman stated he understands Councilmember Hall's concerns, but if general funds are available, he would rather the City use these funds so that downtown Muskogee can continue to progress and keep the momentum going.

Councilmember Ivory Vann stated he was in disagreement with using money from the General Fund.

Discussion followed.

Substitute motion was made by Councilmember Marlon Coleman, seconded by Deputy Mayor James Gulley to continue the funding of Ron Drake's contract for the remainder of the fiscal year (five months) at the present level in the amount of \$30,000.00, with \$14,000.00 from the Economic Development fund and \$16,000.00 from the General Fund.

AYE: Mayor Bob Coburn, Deputy Mayor James Gulley, Councilmembers; Patrick Cale, Marlon Coleman

NAY: Councilmembers; Janey Boydston, Wayne Johnson, Ivory Vann, Derrick Reed, Dan Hall

Motion failed.

Motion was made by Councilmember Wayne Johnson, seconded by Councilmember Patrick Cale to approve the City Manager to negotiate and execute an agreement with Ron Drake Consulting for downtown revitalization from economic development funds, not to exceed \$14,000.00.

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

Carried - Unanimously

- 8 Consider approval of an Interlocal Agreement between the City and the Board of County Commissioners for Muskogee County for the hanger renovation project at the Love-Hatbox Sports Complex, or take other necessary action. (Mark Wilkerson)

Parks Director Mark Wilkerson stated the County Commissioners have expressed interest in assisting the City in its Hanger Renovation Project through labor and resources. The project is intended to assist with the relocation of the regional livestock show from the Fairgrounds to the Love-Hatbox sports complex. As is required of an Interlocal Agreement, once the City and County approve the item, it must also be approved by the Attorney General. The County will have a similar item on their agenda for consideration at their meeting of Monday, January 22, 2018.

Motion was made by Councilmember Marlon Coleman, seconded by Deputy Mayor James Gulley to approve an Interlocal Agreement between the City and the Board of County Commissioners for Muskogee County for the hanger renovation project at the Love-Hatbox Sports Complex.

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

Carried - Unanimously

- 9 Consider approval of a grant application to the Oklahoma Recreation Trail Fund in the amount of \$240,000.00 for an extension of Centennial Trail from Third Street to Main Street as part of the "Depot Green" project, or take other necessary action. (Mark Wilkerson)

Parks Director Mark Wilkerson stated this request to the Oklahoma Recreation Trail fund is to provide funding for the extension of Centennial Trail from Third Street to Main Street through the planned "Depot Green" project.

The estimated cost for construction of the trail portion of the project is \$400,000.00. The grant request will provide \$240,000.00 and a local match of \$160,000.00 will be provided by the City Muskogee CIP funds dedicated for trail development.

As a requirement for the grant application, a Public Hearing was held on January 10, 2018, at the Parks and Recreation Board meeting. The Parks and Recreation Board recommended proceeding with the application and moving it to City Council for their consideration to apply.

Motion was made by Deputy Mayor James Gulley, seconded by Councilmember Wayne Johnson to approve a grant application to the Oklahoma Recreation Trail Fund in the amount of \$240,000.00 for an extension of Centennial Trail, from Third Street to Main Street as part of the Depot Green Project.

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

Carried - Unanimously

RECOGNIZE CITIZENS WISHING TO SPEAK TO THE MAYOR AND COUNCIL.

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

Ann Ong, 350 S. 40th Street, Muskogee, Oklahoma, stated she is coming before Council as Co-Chair of the AIM Committee. When she previously spoke before Council, it was in the same capacity and her remarks were prompted by the resignation of Jim Blair from the Oklahoma Music

Hall of Fame (OMHOF.) While there has been much talk in regards to what the City and State should do to show support and raise funds for the OMHOF and the discussions have all been important, there is still a larger problem at hand; that is the need for the City and citizens to commit and work together to resolve the issues that affect us all. Ms. Ong is proposing, at the earliest reasonable date, all interested parties convene to figure out how to proceed and begin seeking solutions to the problems the City is facing.

Stephen Ezell, 6121 S. 6th Street East, Muskogee, Oklahoma, stated he is speaking on the well being of the citizens of the City of Muskogee at special events. Mr. Ezell attended the Martin Luther King parade and acknowledged people throwing candy from the floats. He feels there are too many distractions for those driving in the parade and a child could easily become severely injured or killed. Mr. Ezell is recommending a meeting be held between himself and members of the Council, Parks Department and Police Department to come up with a plausible solution to this issue.

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

Motion was made by Deputy Mayor James Gulley, seconded by Councilmember Dan Hall to approve an Executive Session.

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

Carried - Unanimously

- A **(No action taken):** Pursuant to Section 307 C.10, Title 25, Oklahoma Statutes, consider convening in Executive Session for the purpose of conferring on matters pertaining to economic development within the Urban Renewal Area, and if necessary, take appropriate action in open session. (Gary D. Garvin)

Council reconvened from Executive Session at 7:40 p.m.

- B **(No action taken):** Pursuant to Section 307 B.1 Title 25, Oklahoma Statutes, consider convening in Executive Session to discuss the employment, and evaluate the performance of City Manager, Mike Miller, and if necessary, take appropriate action in open session. (Councilor Wayne Johnson)
- C **(No action taken):** Pursuant to Section 307 B.1 Title 25, Oklahoma Statutes, consider convening in Executive Session to discuss the employment, and evaluate the performance of City Attorney, Roy D. Tucker, and if necessary, take appropriate action in open session. (Councilor Wayne Johnson)

- D **(No action taken):** Pursuant to Section 307 B.1 Title 25, Oklahoma Statutes, consider convening in Executive Session to discuss the employment, and evaluate the performance of City Clerk, Tammy L. Tracy, and if necessary, take appropriate action in open session. (Councilor Wayne Johnson)

ADJOURN

JOHN R. COBURN, MAYOR

TAMMY L. TRACY, CITY CLERK

Regular City Council

1.

Meeting Date: 02/12/2018

Initiator: Donnie Wimbley, Purchasing Director

Department: Purchasing

Staff Information Source:

Information

AGENDA ITEM TITLE:

Approval of claims for all City departments January 11, 2018 through January 31, 2018.

BACKGROUND:

Claims List for all City Departments.

RECOMMENDED ACTION:

Approve of the claims for all City Departments 1/11/2018 through 1/31/2018.

Fiscal Impact

Attachments

Claims List

CITY OF MUSKOGEE CLAIMS
1.11.18 TO 1.31.18

CHECK NO	VENDOR NO	VENDOR NAME	CHECK DATE	CHECK AMOUNT
196227	121	ALLIED BEARING	1/11/2018	25.00
196228	121	AMERICAN NATIVE CONST., LLC	1/11/2018	887.48
196229	121	ANDERSON, AMY	1/11/2018	50.37
196230	121	BIVIN, JUDY K	1/11/2018	48.15
196231	121	BRANDT, BETH	1/11/2018	100.00
196232	121	BURNS, COREY MICHAEL	1/11/2018	26.78
196233	121	CALLOWAY, KIMBERLY A	1/11/2018	1.66
196234	121	CRABTREE, KENNETH W	1/11/2018	40.82
196235	121	CURTIS, JOHN W	1/11/2018	12.53
196236	121	DUNLAP, DAN	1/11/2018	60.00
196237	121	HAMLIN, SHELLE	1/11/2018	15.35
196238	121	HAWKES, MORNING STAR	1/11/2018	56.61
196239	121	HOUSING AUTH. CHEROKEE NATION	1/11/2018	50.37
196240	121	HULBERT, ARTHUR H	1/11/2018	41.49
196241	121	JAYNE, LILLIAN	1/11/2018	48.70
196242	121	JONES, GINA	1/11/2018	48.15
196243	121	LEE, JIMMY R	1/11/2018	43.05
196244	121	LEE, ROBERT M	1/11/2018	34.82
196245	121	MATTSON, EDWARD	1/11/2018	48.15
196246	121	MITCHELL, BETTY	1/11/2018	38.70
196247	121	NEWLIN, WILLIAM H	1/11/2018	28.16
196248	121	O'DELL, THERESA	1/11/2018	17.37
196249	121	PAULSON, ALLISON	1/11/2018	28.54
196250	121	SMITH, BRYON & REBECCA	1/11/2018	28.76
196251	121	SPURLOCK, PATRICIA	1/11/2018	57.73
196252	121	WATSON, TERESA	1/11/2018	55.36
196253	2	ACCURATE LABS & TRAINING CENTE	1/12/2018	890.00
196254	2713	ACTION GROUP STAFFING	1/12/2018	352.80
196255	2461	ADVANCE AUTO PARTS 64771111001	1/12/2018	282.32
196256	3990	ALL-IN-ONE SUPPLY LLC	1/12/2018	383.75
196257	4622	STEVE'S ASPHALT	1/12/2018	6,300.00
196258	6	AMERICAN INDUSTRIAL SUPPLY CO	1/12/2018	180.54
196259	129	AMERICAN STAMP & MARKING PRODU	1/12/2018	94.99
196260	5167	ANIMAL MEDICAL CENTER #15603	1/12/2018	47.00
196261	13	BAN-A-PEST EXTERMINATING CO IN	1/12/2018	375.00
196262	4361	BANCFIRST	1/12/2018	13,125.00
196263	342	THE BECKMAN COMPANY	1/12/2018	30.00
196264	1703	BEN E. KEITH	1/12/2018	119.92
196265	3075	BIO-AQUATIC TESTING	1/12/2018	850.00

CITY OF MUSKOGEE CLAIMS
1.11.18 TO 1.31.18

CHECK NO	VENDOR NO	VENDOR NAME	CHECK DATE	CHECK AMOUNT
196266	5036	BOUNDLESS NETWORK, INC.	1/12/2018	95.77
196267	5290	JANEY C BOYDSTON	1/12/2018	75.00
196268	2072	BRAINERD CHEMICAL COMPANY INC	1/12/2018	4,347.35
196269	259	BRENNTAG SOUTHWEST INC	1/12/2018	11,515.20
196270	3238	BROKEN ARROW ELECTRIC	1/12/2018	965.27
196271	2552	BROWN'S SHOE FIT CO #87	1/12/2018	429.99
196272	1057	BSN SPORTS	1/12/2018	145.58
196273	4627	BUSCH, CODY	1/12/2018	1,000.00
196274	992	CARE AROUND THE CLOCK INC	1/12/2018	16,407.50
196275	164	CASCO INDUSTRIES INCORPORATED	1/12/2018	280.00
196276	167	CINCINNATI RADIATOR SERVICE IN	1/12/2018	120.00
196277	4738	CITYWIDE PROPERTY MAINTENANCE	1/12/2018	1,200.00
196278	4882	CIVIC CENTER OPERATING ACCOUNT	1/12/2018	39,070.00
196279	3626	CLARK EQUIPMENT	1/12/2018	110.00
196280	472	CLEET	1/12/2018	6,700.27
196281	4300	CLIFFORD POWER SYSTEMS INC	1/12/2018	1,237.55
196282	4390	BOB COBURN	1/12/2018	75.00
196283	4838	MARLON COLEMAN	1/12/2018	75.00
196284	3154	CREATIVE APPAREL AND MORE INC	1/12/2018	3,533.60
196285	101	CROWL OIL CO INC	1/12/2018	14,955.05
196286	5297	CURBELL PLASTICS INC	1/12/2018	6,230.40
196287	5334	CUSTOM CASTINGS OF INOLA LLC	1/12/2018	315.00
196288	3455	D & F SERVICES LLC	1/12/2018	1,000.00
196289	125	DAVID WALCOTT	1/12/2018	90.00
196290	4311	DAVID'S DISCOUNT TIRES INC	1/12/2018	289.24
196291	25	DEALERS ELECTRICAL SUPPLY	1/12/2018	9.91
196292	262	DEPARTMENT OF ENVIRONMENTAL QU	1/12/2018	62.00
196293	262	DEPARTMENT OF ENVIRONMENTAL QU	1/12/2018	908.62
196294	4263	DIRECTV LLC	1/12/2018	75.99
196295	2443	DOCK WORKS	1/12/2018	325.00
196296	3113	EMPIRE PAPER CO	1/12/2018	253.75
196297	297	EXCHANGE CLUB OF MUSKOGEE	1/12/2018	110.00
196298	953	EXPRESS EMPLOYMENT PROFESSIONA	1/12/2018	1,027.02
196299	29	FASTENAL COMPANY	1/12/2018	33.23
196300	172	FBINAA INC	1/12/2018	315.00
196301	133	FIVE STAR OFFICE SUPPLY	1/12/2018	627.04
196302	3024	GORDON LEE	1/12/2018	117.00
196303	413	GREEN COUNTRY MARKETING ASSOCI	1/12/2018	575.00
196304	2764	GRISSOMS LLC	1/12/2018	0.00

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CHECK NO	VENDOR NO	VENDOR NAME	CHECK DATE	CHECK AMOUNT
196305	337	HACH COMPANY	1/12/2018	993.55
196306	4819	HALL, DAN	1/12/2018	75.00
196307	181	HIX AIR CONDITIONING SERVICE	1/12/2018	29.00
196308	289	HOLLOWAY UPDIKE AND BELLEN INC	1/12/2018	138,061.00
196309	1414	HOMELAND STORES INC	1/12/2018	141.90
196310	427	INCOR	1/12/2018	2,025.00
196311	5031	INFOMEDIA CO INC	1/12/2018	400.00
196312	112	J&E SUPPLY & FASTENER CO	1/12/2018	20.26
196313	5103	JACK HOOPES	1/12/2018	11.98
196314	779	JOHN DEERE FINANCIAL F.S.B.	1/12/2018	521.93
196315	3024	JOHN TIPTON	1/12/2018	117.00
196316	5305	JOHN V TEDESCO DO PA	1/12/2018	2,000.00
196317	4984	WAYNE A JOHNSON	1/12/2018	75.00
196318	3024	KATHERINE COBURN	1/12/2018	77.13
196319	4467	KEVIN HERON TOOLS - SNAP ON	1/12/2018	269.80
196320	3024	KEVIN WARLICK	1/12/2018	117.00
196321	5324	KYLE EDWARDS AUTO GROUP	1/12/2018	216.20
196322	125	LOUANN MAXWELL	1/12/2018	20.00
196323	56	LOWES	1/12/2018	1,742.94
196324	4246	MARVIN'S MOWERS AND OUTDOOR LL	1/12/2018	217.31
196325	117	MIKE CRAWFORD	1/12/2018	305.00
196326	3024	MIKE O'DELL	1/12/2018	117.00
196327	5341	VICKEY MILLIGAN	1/12/2018	666.08
196328	2802	MOORE MEDICAL LLC	1/12/2018	1,028.63
196329	194	MORGAN SERVICES COMPANY LLC	1/12/2018	125.00
196330	921	MOTION INDUSTRIES INC	1/12/2018	26.82
196331	5195	MUSKOGEE STAFFING SOLUTIONS, L	1/12/2018	157.50
196332	3328	MUSKOGEE AREA HUMAN RESOURCES	1/12/2018	30.00
196333	3328	MUSKOGEE AREA HUMAN RESOURCES	1/12/2018	30.00
196334	139	MUSKOGEE CITY-COUNTY PORT AUTH	1/12/2018	30,373.75
196335	195	MUSKOGEE COUNTY CLERK	1/12/2018	132.00
196336	62	MUSKOGEE COUNTY SHERIFFS DEPAR	1/12/2018	36,722.00
196337	63	MUSKOGEE DAILY PHOENIX	1/12/2018	658.99
196338	341	MUSKOGEE LOCK & KEY	1/12/2018	83.00
196339	5082	MUSKOGEE MANUFACTURING LLC	1/12/2018	581.94
196340	1061	NAFECO INC	1/12/2018	777.61
196341	3645	NATIONAL ASSOC OF LEGAL ASSIST	1/12/2018	140.00
196342	1426	NATIONAL TACTICAL OFFICERS ASS	1/12/2018	150.00
196343	114	OFFICE DEPOT	1/12/2018	278.32

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196344	4760	OG&E - ACCT #35947999-5	1/12/2018	118,719.84
196345	4150	OKHR	1/12/2018	50.00
196346	2108	OKLAHOMA CHILLER CORPORATION	1/12/2018	2,740.18
196347	348	OKLAHOMA DEPARTMENT OF AGRICUL	1/12/2018	200.00
196348	67	OKLAHOMA NATURAL GAS	1/12/2018	991.82
196349	1203	OKLAHOMA STATE DEPT OF HEALTH	1/12/2018	75.00
196350	1203	OKLAHOMA STATE DEPT OF HEALTH	1/12/2018	75.00
196351	3471	OKLAHOMA UNIFORM BUILDING CODE	1/12/2018	376.00
196352	203	OKLAHOMA UPHOLSTERY SUPPLY INC	1/12/2018	912.62
196353	2763	ONE SOURCE WATER LLC	1/12/2018	84.50
196354	2694	OPUBCO COMMUNICATIONS GROUP	1/12/2018	638.35
196355	70	OREILLY AUTO PARTS	1/12/2018	0.00
196356	70	OREILLY AUTO PARTS	1/12/2018	4,908.20
196357	4280	OSBI	1/12/2018	4,917.39
196358	477	OSBI	1/12/2018	4,869.08
196359	3578	PIED PIPER SERVICES	1/12/2018	936.00
196360	1597	PIONEER'S JANITORIAL SVC	1/12/2018	345.00
196361	1621	PLANNING DESIGN GROUP	1/12/2018	19,090.00
196362	4801	DERRICK REED	1/12/2018	75.00
196363	4538	RETAIL ATTRACTIONS LLC	1/12/2018	4,000.00
196364	1865	RICHEY'S MUFFLER, BRAKES & MOR	1/12/2018	150.00
196365	3420	RIVERSIDE AUTOPLEX OF MUSKOGEE	1/12/2018	75.54
196366	5246	ROBERTS TRUCK CENTER HOLDING C	1/12/2018	125.32
196367	149	ROSSON WHEEL SERVICE	1/12/2018	150.00
196368	2616	ROYSE PRINTING CO	1/12/2018	357.00
196369	84	SADLER PAPER COMPANY	1/12/2018	1,296.44
196370	2399	SHINOOK AUTO MACHINE	1/12/2018	1,400.00
196371	358	SIRCHIE FINGER PRINT	1/12/2018	96.08
196372	2018	STATE-BY-STATE GARDENING	1/12/2018	750.00
196373	5267	STAUB INVESTMENTS INC. DBA GAL	1/12/2018	16.00
196374	4554	STIGLER MILLING COMPANY, LLC	1/12/2018	802.57
196375	92	STUART C IRBY CO	1/12/2018	811.85
196376	1395	SUNBURST SEED	1/12/2018	100.00
196377	93	SUPERIOR LINEN SERVICE INC	1/12/2018	277.68
196378	94	TECHNICAL PROGRAMMING SERVICES	1/12/2018	2,910.02
196379	108	THREE RIVERS MUSEUM	1/12/2018	4,166.66
196380	3024	TOM ROBERTS	1/12/2018	16.00
196381	4572	TRANSUNION RISK & ALTERNATIVE	1/12/2018	111.30
196382	4020	TULSA AREA PARALEGAL ASSOCIATI	1/12/2018	70.00

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196383	4115	ULINE INC	1/12/2018	42.43
196384	97	UNIFIRST HOLDINGS LP	1/12/2018	996.75
196385	2398	UNIQUE DRY CLEANERS	1/12/2018	353.90
196386	572	USA BLUEBOOK	1/12/2018	578.16
196387	4595	OKLAHOMA SWIMMING, INC	1/12/2018	246.00
196388	4789	IVORY L VANN	1/12/2018	75.00
196389	4492	VISION SERVICES PLAN, OKLAHOMA	1/12/2018	9,177.37
196390	4436	W T AND S BUTTERFLY FARM	1/12/2018	720.00
196391	3629	YELLOWHOUSE MACHINERY CO	1/12/2018	88.25
196392	2764	GRISSOMS LLC	1/12/2018	936.69
196393	3952	BANK OF AMERICA	1/12/2018	2,694.94
196394	4468	BLUECROSS/BLUE SHIELD OF OK	1/17/2018	68,209.69
196395	1100	UNITED ENGINES LLC	1/17/2018	839.45
196396	127	ACOM SOLUTIONS INC	1/19/2018	2,439.00
196397	2713	ACTION GROUP STAFFING	1/19/2018	2,334.70
196398	2461	ADVANCE AUTO PARTS 64771111001	1/19/2018	298.65
196399	3	AIRGAS USA LLC	1/19/2018	56.21
196400	1369	ALL-STATE ELECTRIC MOTORS INC	1/19/2018	149.00
196401	1911	AMERICAN MUNICIPAL SERVICES	1/19/2018	415.88
196402	3976	AT&T #918 A04-0694 003 3	1/19/2018	760.00
196403	4267	AT&T #918 147-0140 002 4	1/19/2018	1,012.00
196404	4406	AT&T #918 682-2825 211 0	1/19/2018	1,024.88
196405	2595	AT&T MOBILITY	1/19/2018	5.27
196406	52	AUFFENBERG CHEVROLET CADILLAC	1/19/2018	36.58
196407	162	B & M OIL COMPANY INC	1/19/2018	15,805.45
196408	117	BOBBY SHAWN BROWN	1/19/2018	70.94
196409	5342	CHRISTINA BOLEN	1/19/2018	150.00
196410	3669	BRANT & ASSOCIATES	1/19/2018	197.62
196411	3238	BROKEN ARROW ELECTRIC	1/19/2018	972.27
196412	5321	BUILDING AND EARTH SCIENCES, I	1/19/2018	3,990.00
196413	1351	CARDIAC SCIENCE	1/19/2018	365.55
196414	5131	ESTHELA CASALE	1/19/2018	54.00
196415	3640	CHARBONNEAU, BILLY JO	1/19/2018	54.00
196416	820	CHIEF FIRE & SAFETY	1/19/2018	503.00
196417	167	CINCINNATI RADIATOR SERVICE IN	1/19/2018	135.00
196418	5282	CITY ELECTRIC SUPPLY COMPANY	1/19/2018	195.00
196419	3066	COMMUNITY CARE EAP	1/19/2018	323.05
196420	504	COOK CONSTRUCTION & CRANE INC	1/19/2018	300.00
196421	4311	DAVID'S DISCOUNT TIRES INC	1/19/2018	203.84

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196422	4999	DICE COMMUNICATIONS, INC	1/19/2018	2,700.10
196423	3991	DIRT WORK DONE RIGHT	1/19/2018	15,500.00
196424	2443	DOCK WORKS	1/19/2018	1,000.00
196425	170	EAST CENTRAL ELECTRIC	1/19/2018	315.92
196426	4862	SARAH EATON	1/19/2018	90.00
196427	3113	EMPIRE PAPER CO	1/19/2018	80.75
196428	4427	EVOQUA WATER TECHNOLOGIES LLC	1/19/2018	694.17
196429	953	EXPRESS EMPLOYMENT PROFESSIONA	1/19/2018	5,847.36
196430	5308	MEGAN FILANDA	1/19/2018	18.00
196431	133	FIVE STAR OFFICE SUPPLY	1/19/2018	172.43
196432	3509	FLEETPRIDE INC	1/19/2018	133.80
196433	5247	NIKYA GIVENS	1/19/2018	180.00
196434	2784	GSE CONSTRUCTION INC	1/19/2018	14,750.00
196435	798	HAMBY TV & APPLIANCE WAREHOUSE	1/19/2018	299.00
196436	40	HARRISON TIRE & SUPPLY	1/19/2018	30.00
196437	181	HIX AIR CONDITIONING SERVICE	1/19/2018	339.00
196438	42	HOGLE COMPANY	1/19/2018	662.90
196439	3508	INTERNATIONAL MUNICIPAL LAWYER	1/19/2018	695.00
196440	590	J.R.W. INC	1/19/2018	46.62
196441	5103	JACK HOOPES	1/19/2018	27.99
196442	188	KING TIRES OF MUSKOGEE INC	1/19/2018	457.25
196443	4742	KAREN LAUDERDALE	1/19/2018	54.00
196444	5310	PETER J. LIIMATTA	1/19/2018	380.00
196445	399	LOCKE SUPPLY CO	1/19/2018	1,579.32
196446	56	LOWES	1/19/2018	1,367.87
196447	2967	MAIN STREET MUSKOGEE, INC	1/19/2018	2,570.00
196448	194	MORGAN SERVICES COMPANY LLC	1/19/2018	75.00
196449	921	MOTION INDUSTRIES INC	1/19/2018	215.24
196450	5195	MUSKOGEE STAFFING SOLUTIONS, L	1/19/2018	94.50
196451	110	MUSKOGEE CHAMBER OF COMMERCE	1/19/2018	103,083.32
196452	3246	MUSKOGEE CITY COUNTY 911 TRUST	1/19/2018	184,720.71
196453	195	MUSKOGEE COUNTY CLERK	1/19/2018	906.00
196454	1132	MUSKOGEE COUNTY ELECTION BOARD	1/19/2018	2,254.65
196455	63	MUSKOGEE DAILY PHOENIX	1/19/2018	155.07
196456	341	MUSKOGEE LOCK & KEY	1/19/2018	124.94
196457	1426	NATIONAL TACTICAL OFFICERS ASS	1/19/2018	345.00
196458	114	OFFICE DEPOT	1/19/2018	459.15
196459	2879	OKLAHOMA ANIMAL CONTROL ASSOCI	1/19/2018	175.00
196460	201	OKLAHOMA CODE ENFORCEMENT ASSO	1/19/2018	200.00

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196461	348	OKLAHOMA DEPARTMENT OF AGRICUL	1/19/2018	60.00
196462	67	OKLAHOMA NATURAL GAS	1/19/2018	162.99
196463	70	OREILLY AUTO PARTS	1/19/2018	4,839.38
196464	2820	OVERHEAD DOOR SOLUTIONS LLC	1/19/2018	225.00
196465	464	PETE'S MACHINE SHOP & ENGINE P	1/19/2018	184.54
196466	2772	RICHARDSON LOGIC CONTROLS, LLC	1/19/2018	800.00
196467	4679	ROSERUSH SERVICES LLC	1/19/2018	1,650.00
196468	149	ROSSON WHEEL SERVICE	1/19/2018	235.00
196469	1058	ROY'S UPHOLSTERY	1/19/2018	145.00
196470	2616	ROYSE PRINTING CO	1/19/2018	343.00
196471	84	SADLER PAPER COMPANY	1/19/2018	267.89
196472	125	SHIRLEY, CYNTHIA	1/19/2018	30.00
196473	5336	SIMPLY COMPLIANCE, LLC DBA BLR	1/19/2018	649.00
196474	358	SIRCHIE FINGER PRINT	1/19/2018	95.39
196475	3739	SLAPE, INETTE	1/19/2018	18.00
196476	211	SOUTHWEST PARK & REC T I	1/19/2018	450.00
196477	2104	SUDDENLINK	1/19/2018	8,368.08
196478	93	SUPERIOR LINEN SERVICE INC	1/19/2018	186.94
196479	3024	TAMMY TRACY	1/19/2018	39.00
196480	94	TECHNICAL PROGRAMMING SERVICES	1/19/2018	3,040.05
196481	362	TENDER TOUCH AUTO WASH INC	1/19/2018	388.00
196482	4712	TEXAS CEMETERIES ASSOCIATION	1/19/2018	10.00
196483	3102	TIGER NATURAL GAS INC	1/19/2018	6,229.14
196484	4183	TONY'S TIRE SERVICE INC	1/19/2018	450.00
196485	1182	TSHA INC	1/19/2018	158.09
196486	5325	TURN-KEY MOBILE, INC.	1/19/2018	31,912.44
196487	97	UNIFIRST HOLDINGS LP	1/19/2018	915.78
196488	61	US TREASURY - CREDIT TO	1/19/2018	85.00
196489	572	USA BLUEBOOK	1/19/2018	196.29
196490	471	WALKER COMPANIES	1/19/2018	17.50
196491	717	WAYMAN, CINDY	1/19/2018	136.00
196492	329	WELDON PARTS - MUSKOGEE	1/19/2018	79.48
196493	309	WEST GROUP	1/19/2018	953.94
196494	99	WHEELER METALS	1/19/2018	17,600.00
196495	4901	LAURA WICKIZER	1/19/2018	54.00
196496	121	JONES, JASON D	1/19/2018	5.10
196497	121	NEW HOPE ASSEMBLY OF GOD, INC	1/19/2018	23.72
196498	121	SULLIVAN, ANTOINETTE	1/19/2018	2.37
196499	452	OKLAHOMA MUNICIPAL ASSURANCE G	1/19/2018	123,671.00

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196500	452	OKLAHOMA MUNICIPAL ASSURANCE G	1/19/2018	91,132.00
196501	121	AMERICAN NATIVE CONST., LLC	1/19/2018	92.52
196502	121	CLARK, ANN	1/19/2018	27.05
196503	121	COLLINS, MYRTLE L	1/19/2018	100.00
196504	121	CSR.LLC	1/19/2018	40.37
196505	121	DIAMOND CREEK LLC	1/19/2018	90.00
196506	121	DIAMOND CREEK, LLC	1/19/2018	62.93
196507	121	DOKE HOLDINGS	1/19/2018	64.80
196508	121	EDWARDS, INEZ	1/19/2018	47.65
196509	121	GARRISON, DUSTIN A	1/19/2018	0.74
196510	121	GONZALES, JOEL	1/19/2018	38.70
196511	121	HORNER, DONA K	1/19/2018	37.44
196512	121	HUNTER, PHILLIP	1/19/2018	11.53
196513	121	KOUHI, RAHIM	1/19/2018	19.61
196514	121	MCGOWAN, KAYLA M	1/19/2018	26.08
196515	121	MOORE, LARRY W	1/19/2018	52.72
196516	121	MYERS, DAN	1/19/2018	42.60
196517	121	NICHOLS, SHELBY ANNETTE	1/19/2018	14.61
196518	121	PARKER, ROY	1/19/2018	49.81
196519	121	WHYCHELL, THOMAS J	1/19/2018	35.53
196520	3024	KAREN COKER	1/19/2018	12.00
196521	4468	BLUECROSS/BLUE SHIELD OF OK	1/23/2018	35,947.17
196522	382	WALMART STORES	1/23/2018	59.71
196523	121	BRAMLAGE, MITCHELL LEE	1/24/2018	10.04
196524	121	BRANDT, BETH	1/24/2018	60.72
196525	121	BROS HABERDASHERY	1/24/2018	51.76
196526	121	BROWN, RICHARD J	1/24/2018	56.95
196527	121	CHANCELLOR, ANDREA	1/24/2018	41.83
196528	121	CUT & STYLE HAIR	1/24/2018	11.26
196529	121	EWTON, CHRISTY J	1/24/2018	43.93
196530	121	GIBSON, EDMUND	1/24/2018	15.95
196531	121	HATHAWAY, BILLY	1/24/2018	30.43
196532	121	HAYES, MADISON N	1/24/2018	63.05
196533	121	JONES, GINA	1/24/2018	51.85
196534	121	KENNEDY, O D	1/24/2018	39.72
196535	121	LOT MAINTENANCE OF OKLAHOMA	1/24/2018	92.52
196536	121	MOORE, BYRON LEE	1/24/2018	15.64
196537	121	MORSE, LISA G.	1/24/2018	30.28
196538	121	PALMER, LISA S	1/24/2018	44.77

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196539	121	PETTIT, JARROD	1/24/2018	58.83
196540	121	SCOTT, CHERYL A	1/24/2018	51.85
196541	121	SPECK, GENE	1/24/2018	39.81
196542	121	STOTTS, STEVE	1/24/2018	53.14
196543	121	TARRALBO, ROSANNE	1/24/2018	37.94
196544	121	TETRA TECH	1/24/2018	765.15
196545	121	WHITTENBERG, BOB	1/24/2018	10.00
196546	121	WIEDEL, JERI	1/24/2018	52.59
196547	121	MCGEE, BETTY	1/24/2018	16.07
196548	121	CLARK, ANN	1/25/2018	27.75
196549	2	ACCURATE LABS & TRAINING CENTE	1/26/2018	2,110.00
196550	155	ACECO RENTAL AND SALES	1/26/2018	180.35
196551	2713	ACTION GROUP STAFFING	1/26/2018	4,971.91
196552	2461	ADVANCE AUTO PARTS 64771111001	1/26/2018	24.50
196553	2928	ADVANTAGE CONTROLS LLC	1/26/2018	250.00
196554	5339	MARTHA RABER ALFORD	1/26/2018	200.00
196555	6	AMERICAN INDUSTRIAL SUPPLY CO	1/26/2018	931.35
196556	3984	AMERICAN RED CROSS-HEALTH & SA	1/26/2018	216.00
196557	914	APAC CENTRAL INC	1/26/2018	9,174.24
196558	52	AUFFENBERG CHEVROLET CADILLAC	1/26/2018	28.88
196559	5046	BANCFIRST	1/26/2018	38,186.27
196560	1703	BEN E. KEITH	1/26/2018	72.96
196561	3024	BEN TERRELL	1/26/2018	39.00
196562	780	BG PRODUCTS INC	1/26/2018	1,482.00
196563	2072	BRAINERD CHEMICAL COMPANY INC	1/26/2018	4,654.00
196564	259	BRENNTAG SOUTHWEST INC	1/26/2018	3,594.00
196565	3409	BROADCAST MUSIC INC	1/26/2018	349.00
196566	2552	BROWN'S SHOE FIT CO #87	1/26/2018	290.00
196567	5138	C & C SUPPLY AND SERVICE CO.	1/26/2018	56.00
196568	3048	CALAWAY TRANSFER AND STORAGE,	1/26/2018	827.74
196569	3024	CALVIN BRAY	1/26/2018	60.00
196570	487	CHEMSEARCH	1/26/2018	106.95
196571	820	CHIEF FIRE & SAFETY	1/26/2018	147.00
196572	4933	CINTAS CORPORATION #2	1/26/2018	177.69
196573	3442	CITY OF MUSKOGEE FOUNDATION	1/26/2018	77,656.27
196574	5013	COOK CONSULTING LLC	1/26/2018	16,387.50
196575	3154	CREATIVE APPAREL AND MORE INC	1/26/2018	192.97
196576	101	CROWL OIL CO INC	1/26/2018	679.50
196577	117	DAN HURD	1/26/2018	493.96

CITY OF MUSKOGEE CLAIMS
1.11.18 TO 1.31.18

CHECK NO	VENDOR NO	VENDOR NAME	CHECK DATE	CHECK AMOUNT
196578	117	DANNY DUPONT	1/26/2018	81.81
196579	552	DATA VIDEO SYSTEMS	1/26/2018	302.50
196580	4311	DAVID'S DISCOUNT TIRES INC	1/26/2018	315.96
196581	262	DEPARTMENT OF ENVIRONMENTAL QU	1/26/2018	62.00
196582	650	DIRECT TRAFFIC CONTROL INC	1/26/2018	300.00
196583	170	EAST CENTRAL ELECTRIC	1/26/2018	414.13
196584	953	EXPRESS EMPLOYMENT PROFESSIONA	1/26/2018	1,964.16
196585	29	FASTENAL COMPANY	1/26/2018	109.20
196586	298	FEDERAL CORPORATION	1/26/2018	304.00
196587	884	FERGUSON ENTERPRISES INC	1/26/2018	202.44
196588	133	FIVE STAR OFFICE SUPPLY	1/26/2018	25.95
196589	3509	FLEETPRIDE INC	1/26/2018	249.13
196590	4644	ANDRAE FREEMAN	1/26/2018	500.00
196591	1424	FRONTIER EQUIPMENT	1/26/2018	358,823.00
196592	3024	GARY GARVIN	1/26/2018	560.01
196593	3024	GREG RILEY	1/26/2018	174.00
196594	2764	GRISSOMS LLC	1/26/2018	262.59
196595	40	HARRISON TIRE & SUPPLY	1/26/2018	10.00
196596	1414	HOMELAND STORES INC	1/26/2018	106.52
196597	47	THE J & E CORPORATION	1/26/2018	139.99
196598	112	J&E SUPPLY & FASTENER CO	1/26/2018	7.95
196599	3024	JACOB SCHILLER	1/26/2018	60.00
196600	3024	JESSICA ZWIRTZ	1/26/2018	174.00
196601	779	JOHN DEERE FINANCIAL F.S.B.	1/26/2018	67.99
196602	773	JOHNSTONE SUPPLY OF TULSA	1/26/2018	72.78
196603	3024	KYLE TINGEL	1/26/2018	143.00
196604	53	LAKE REGION ELECTRIC COOPERATI	1/26/2018	299.40
196605	3024	LEWIS BROCK	1/26/2018	39.00
196606	1133	THE LIFEGUARD STORE	1/26/2018	100.80
196607	5310	PETER J. LIIMATTA	1/26/2018	180.00
196608	399	LOCKE SUPPLY CO	1/26/2018	34.73
196609	5132	LACEY LOMAX	1/26/2018	126.00
196610	964	LOVE BOTTLING CO - #111902	1/26/2018	50.80
196611	56	LOWES	1/26/2018	420.73
196612	5009	MARTIN LUTHER KING TRUST AUTHO	1/26/2018	10,000.00
196613	4246	MARVIN'S MOWERS AND OUTDOOR LL	1/26/2018	119.13
196614	840	MATHIS PRINTING	1/26/2018	190.95
196615	831	MAXWELL SUPPLY	1/26/2018	1,816.97
196616	4163	MEDIC BATTERIES	1/26/2018	126.56

CITY OF MUSKOGEE CLAIMS
1.11.18 TO 1.31.18

CHECK NO	VENDOR NO	VENDOR NAME	CHECK DATE	CHECK AMOUNT
196617	4956	MEDNOW URGENT CARE LLC	1/26/2018	1,529.00
196618	2802	MOORE MEDICAL LLC	1/26/2018	608.07
196619	194	MORGAN SERVICES COMPANY LLC	1/26/2018	25.00
196620	1992	MUNICIPALH2O.COM	1/26/2018	1,000.00
196621	5195	MUSKOGEE STAFFING SOLUTIONS, L	1/26/2018	6,423.20
196622	195	MUSKOGEE COUNTY CLERK	1/26/2018	21.00
196623	546	MUSKOGEE COUNTY DISTRICT COURT	1/26/2018	219.14
196624	1476	MUSKOGEE COUNTY TREASURER	1/26/2018	27.00
196625	1476	MUSKOGEE COUNTY TREASURER	1/26/2018	104.00
196626	1476	MUSKOGEE COUNTY TREASURER	1/26/2018	266.00
196627	1476	MUSKOGEE COUNTY TREASURER	1/26/2018	10.00
196628	1476	MUSKOGEE COUNTY TREASURER	1/26/2018	685.00
196629	1476	MUSKOGEE COUNTY TREASURER	1/26/2018	5.00
196630	1476	MUSKOGEE COUNTY TREASURER	1/26/2018	5.00
196631	1476	MUSKOGEE COUNTY TREASURER	1/26/2018	5.00
196632	1476	MUSKOGEE COUNTY TREASURER	1/26/2018	5.00
196633	1476	MUSKOGEE COUNTY TREASURER	1/26/2018	5.00
196634	1476	MUSKOGEE COUNTY TREASURER	1/26/2018	16.00
196635	1476	MUSKOGEE COUNTY TREASURER	1/26/2018	16.00
196636	1476	MUSKOGEE COUNTY TREASURER	1/26/2018	281.00
196637	1476	MUSKOGEE COUNTY TREASURER	1/26/2018	5.00
196638	1476	MUSKOGEE COUNTY TREASURER	1/26/2018	31.00
196639	1476	MUSKOGEE COUNTY TREASURER	1/26/2018	112.00
196640	1476	MUSKOGEE COUNTY TREASURER	1/26/2018	141.00
196641	1476	MUSKOGEE COUNTY TREASURER	1/26/2018	5.00
196642	1476	MUSKOGEE COUNTY TREASURER	1/26/2018	10.00
196643	1476	MUSKOGEE COUNTY TREASURER	1/26/2018	5.00
196644	1476	MUSKOGEE COUNTY TREASURER	1/26/2018	16.00
196645	341	MUSKOGEE LOCK & KEY	1/26/2018	39.95
196646	265	MUSKOGEE OVERHEAD DOOR	1/26/2018	3,599.94
196647	1696	MUSKOGEE READY MIX LLC	1/26/2018	3,905.75
196648	761	N. F. P. A.	1/26/2018	1,345.50
196649	5327	NEWGEN STRATEGIES AND SOLUTION	1/26/2018	20,517.17
196650	4754	NEWTON, BRYCE DBA	1/26/2018	140.00
196651	1944	OFFICE CONNECTIONS LLC	1/26/2018	453.82
196652	114	OFFICE DEPOT	1/26/2018	726.51
196653	521	OKLAHOMA CORRECTIONAL INDUSTRI	1/26/2018	52,974.35
196654	274	OKLAHOMA EMPLOYMENT SECURITY	1/26/2018	5,897.51
196655	452	OKLAHOMA MUNICIPAL ASSURANCE G	1/26/2018	1,000.00

CITY OF MUSKOGEE CLAIMS
1.11.18 TO 1.31.18

CHECK NO	VENDOR NO	VENDOR NAME	CHECK DATE	CHECK AMOUNT
196656	452	OKLAHOMA MUNICIPAL ASSURANCE G	1/26/2018	1,000.00
196657	67	OKLAHOMA NATURAL GAS	1/26/2018	5,538.40
196658	349	OKLAHOMA SECRETARY OF STATE	1/26/2018	25.00
196659	68	OKLAHOMA TURNPIKE AUTHORITY (O	1/26/2018	40.00
196660	529	ONE SOURCE MANAGED SVCS	1/26/2018	3,747.00
196661	2763	ONE SOURCE WATER LLC	1/26/2018	370.00
196662	70	OREILLY AUTO PARTS	1/26/2018	2,487.57
196663	1087	OSU (PRINTING BLDG)	1/26/2018	98.00
196664	3745	P & H SUPPLY INC	1/26/2018	5,840.70
196665	2154	PITNEY BOWES GLOBAL FINANCIAL	1/26/2018	1,000.00
196666	206	PUBLIC AGENCY TRAINING COUNCIL	1/26/2018	325.00
196667	3044	PUBLIC ENGINES INC	1/26/2018	840.00
196668	5347	CHARLES C. RANDOLPH	1/26/2018	2,640.49
196669	1043	ROSE STATE COLLEGE WORKFORCE &	1/26/2018	358.00
196670	149	ROSSON WHEEL SERVICE	1/26/2018	100.00
196671	2616	ROYSE PRINTING CO	1/26/2018	1,064.00
196672	84	SADLER PAPER COMPANY	1/26/2018	118.51
196673	435	SAFETY-KLEEN SYSTEMS INC	1/26/2018	80.00
196674	2433	SIGNAL TEK, INC	1/26/2018	5,054.69
196675	209	SIGNS FOR THE TIMES	1/26/2018	240.00
196676	5267	STAUB INVESTMENTS INC. DBA GAL	1/26/2018	16.00
196677	92	STUART C IRBY CO	1/26/2018	1,273.00
196678	93	SUPERIOR LINEN SERVICE INC	1/26/2018	129.11
196679	2673	TASER INTERNATIONAL	1/26/2018	141.08
196680	94	TECHNICAL PROGRAMMING SERVICES	1/26/2018	322.40
196681	5022	TIM'S TRANSMISSION	1/26/2018	1,400.00
196682	4446	TULSA ASPHALT LLC	1/26/2018	6,101.55
196683	97	UNIFIRST HOLDINGS LP	1/26/2018	1,045.99
196684	796	UTILITY SUPPLY CO	1/26/2018	5,347.90
196685	215	WASTE MANAGEMENT OF OKLAHOMA I	1/26/2018	49,353.67
196686	4978	WHATEVER IT TAKES	1/26/2018	108.94
196687	4242	WORLD MEDIA ENTERPRISES INC	1/26/2018	639.00
196688	3928	BANK OF OKLAHOMA - VISA	1/26/2018	620.71
196689	3991	DIRT WORK DONE RIGHT	1/26/2018	10,612.00
196690	121	AGUAYO, MARGARITA M	1/30/2018	265.37
196691	121	ATCHISON, CHRISTOPHER W	1/30/2018	12.45
196692	121	BALLARD, LINDEN	1/30/2018	12.80
196693	121	CHAPPELL, ANGELA	1/30/2018	62.48
196694	121	COLLINS, MYRTLE L	1/30/2018	9.62

CITY OF MUSKOGEE CLAIMS
1.11.18 TO 1.31.18

CHECK NO	VENDOR NO	VENDOR NAME	CHECK DATE	CHECK AMOUNT
196695	121	CROUCH, RAY	1/30/2018	14.61
196696	121	DUNLAP, GARY	1/30/2018	90.00
196697	121	ETCHISON, DENISE	1/30/2018	28.73
196698	121	GAITHER, ROCKY E	1/30/2018	16.58
196699	121	HAWTHORNE HEATHER N	1/30/2018	13.27
196700	121	HENSLEY, WILLIAM	1/30/2018	92.03
196701	121	HOSKINSON, CECIL	1/30/2018	70.89
196702	121	LONG, SIDNEY	1/30/2018	44.65
196703	121	MAXWELL, BILLY L	1/30/2018	11.90
196704	121	MORGAN, BENNY LEON	1/30/2018	47.37
196705	121	PETTIT, JARROD	1/30/2018	90.00
196706	121	PETTIT, JARROD	1/30/2018	90.00
196707	121	RICHMOND, GERALDINE B	1/30/2018	0.74
196708	121	ROBERTS, LARRY G & JOANNE	1/30/2018	67.07
196709	121	SHOEMAKE, DONALD GENE	1/30/2018	50.37
196710	121	SPURLOCK, DENNIS	1/30/2018	90.00
196711	121	STEELE, SARAH A	1/30/2018	20.30
196712	121	THAETE, SANDRA & GALE HENRY	1/30/2018	22.77
196713	4468	BLUECROSS/BLUE SHIELD OF OK	1/30/2018	42,569.86
196714	586	CAGLE'S FLOWERS & GIFTS	1/30/2018	113.90

Regular City Council

2.

Meeting Date: 02/12/2018
Initiator: Marsha Wiseman, Admin Assistant
Department: City Manager
Staff Information Source:

Information

AGENDA ITEM TITLE:

Approval of City Council support for submission of Letters of Intent to the City of Muskogee Foundation for the upcoming grant cycle for these projects to be submitted by non-profits to the benefit of the City: \$101,000.00 Civil Air Patrol Building Rehabilitation; \$250,000.00 Animal Shelter Expansion; \$150,000.00 Main Street Muskogee Green Space Development. (Mike Miller)

BACKGROUND:

CIVIL AIR PATROL BUILDING REHABILITATION - \$101,000.00

\$101,000.00 is requested for needed electrical and plumbing updates as well as window and flooring replacement for the WWII barracks building at Muskogee-Davis Regional Airport grounds used by the Nighthawks Squadron of the Civic Air Patrol.

ANIMAL SHELTER EXPANSION - \$250,000.00

The project estimate is \$500,000.00, with half of that amount coming from the trust of private donor. This much-needed expansion project provides a new additional building that adjoins the existing shelter and provides 32-34 kennels, a vet office and surgical suite, and possibly a pet crematorium. The \$500,000.00 project cost would include City in-kind donations.

MAIN STREET MUSKOGEE GREEN SPACE DEVELOPMENT - \$150,000.00

This project will be a 25% / 75% matching project with the community raising 25% and the Foundation assisting with the remaining 75%. This project in what is currently known as the Hunt's Green Space will provide the first real outdoor gathering place complete with a band shell in our city and should become a favorite outdoor spot in downtown Muskogee.

RECOMMENDED ACTION:

Provide City Council support of non-profit project submissions to the City of Muskogee Foundation.

Fiscal Impact

Attachments

Council Support 2018 LOIs

2018 LOI Proposals for Council Support from other Non-Profits:

CIVIL AIR PATROL BUILDING REHABILITATION - \$101,000

The Civil Air Patrol is an active youth-oriented organization that trains in aerospace and aids the community in disaster situations. The group's commitment to volunteer service is evident through the thousands of volunteer hours by its local members each year. For decades, this squadron has been housed in a 4,000 sq. ft. building at Muskogee-Davis Regional Airport, which was built as barracks during WWII and is in desperate need of renovation. The building has been vacated due to its deficiencies and this CAP operation has been temporarily moved to the airport conference room, which is inadequate for their training and equipment needs. \$101,000 is requested for needed electrical and plumbing updates as well as window and flooring replacement. The non-profit for this project is the Civil Air Patrol Nighthawk Squadron.

ANIMAL SHELTER EXPANSION - \$250,000

Muskogee citizens have a strong community advocacy for shelter animals and the city's shelter enjoys a positive reputation for the care it provides. This much-needed expansion project provides a new additional building that adjoins the existing shelter and provides 32-34 kennels, a vet office and surgical suite, and possibly a pet crematorium. The project estimate is \$500,000, with half of that amount coming from the trust of a private donor. The non-profit for this project is Neighbors Building Neighborhoods.

MAIN STREET MUSKOGEE GREEN SPACE DEVELOPMENT - \$150,000

This project, in what is currently known as the Hunt's Green Space, will provide the first real outdoor gathering place complete with a band shell in our city and should become a favorite outdoor spot in downtown Muskogee. This project will be a 25% / 75% matching project with the community raising 25% and the Foundation assisting with the remaining 75%. The non-profit for this project is Main Street Muskogee.

Regular City Council**3.**

Meeting Date: 02/12/2018
Submitted For: Kelly Plunkett, Personnel
Initiator: Kelly Plunkett, Director of Human Resources
Department: Personnel
Staff Information Source: Kelly Plunkett

Information**AGENDA ITEM TITLE:**

Approval of Professional Services Agreement with Michael S. Bates, Labor Relations Consulting Services of Tulsa, Oklahoma, to provide labor relations services to the City of Muskogee covering the timeframe of FY 2018/2019, as well as related employee/labor relations work as determined by the City, and authorize the City Manager to negotiate and execute the agreement, or take other necessary action. (Kelly Plunkett)

BACKGROUND:

Mr. Bates served in the position as the City of Muskogee Human Resources Director (part-time) from 2008 until August 2012 and subsequently, held the part-time Employee/Labor Relations Manager position from August 2012, until a Professional Services Agreement was approved in January of 2014. Mr. Bates has served as the City's chief negotiator and has earned the trust and established good working relationships with the Unions. The City would like to continue the ongoing relationships with the unions and continue to utilize Mr. Bates' expertise in providing consulting services for the negotiations and any possible arbitration(s) for fiscal year 2018/2019, as well as related employee/labor relations work as determined by the City.

There have been no fiscal changes to this agreement for this fiscal year. Charges for fiscal year 2016-2017 from Mr. Bates totaled \$13,073.62. Charges for Fiscal Year 2015-2016 amounted to a total of \$26,100.18. Charges for Fiscal Year 2014-2015 amounted to a total of \$18,020.67.

RECOMMENDED ACTION:

Approve the Professional Services Agreement with Michael S. Bates, Labor Relations Consulting Services of Tulsa, Oklahoma to provide labor relations services, not limited to negotiating and/or arbitrating bargaining agreements between the City of Muskogee and the International Association of Firefighters, and the Fraternal Order of Police, and authorize the Mayor and City Clerk to execute the agreement.

Fiscal Impact**FUNDING SOURCE:**

Budgeted funds from Human Resources, Contractual Services/Other account.

Attachments

MSB Contract

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2018, and to be considered effective beginning February 12, 2018, by and between the City of Muskogee, a Municipal Corporation (hereinafter referred to as “City”) and Michael S. Bates, Labor Relations Consulting Services of Tulsa, Oklahoma, (hereinafter referred to as “Consultant”) and provides as follows:

WHEREAS, it is necessary to employ a professional consultant to negotiate and/or possibly arbitrate successor bargaining agreements between the City of Muskogee and the International Association of Fire Fighters and the Fraternal Order of Police (the “Unions” or “Bargaining Units”) covering the timeframe of fiscal year 2018/2019 as well as other related employee/relations work as determined by City.

WHEREAS, the Consultant is a professional consultant capable of negotiating or arbitrating bargaining agreements between Unions and a City as well as performing other employee/relations work.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. Scope of Work. The Consultant agrees to provide consulting services to the City as follows:
 - 1.1 Provide expertise in strategy development and execution, planning and facilitation of employee/labor negotiations with the Unions to achieve finalized collective bargaining agreement between the City and the Unions.
 - 1.2 Provide oral and written reports as appropriate and/or as requested by the City.
 - 1.3 Perform other related employee/relations work as specified by the City.

2. Consideration. As consideration for the performance of the scope of work as set forth above, City agrees to pay Consultant the sum of ninety-five dollars (\$95) per hour for all documented hours worked whether at the City’s facility or the office of the Consultant. Required travel time between Consultant’s office and the City’s facility are included as hours worked and shall be paid at the (half-time) rate of forty-seven and 50/100 dollars (\$47.50) per hour, billed in quarter hour increments. It is anticipated that the scope of work would reasonably require up to seventy five (75) hours (the “hours estimate”) annually for each of the respective contract negotiations for the three (3) unions or a total of two hundred twenty five hours of work. Brief telephone communications between the City and Consultant to schedule negotiation sessions or to determine availability will not count towards incremental billing.

3. Performance. Consultant agrees to perform the scope of work as defined herein in a professional manner:

- 3.1 Maintain the privacy and confidentiality of information.
- 3.2 Perform said work in the manner that is most cost-efficient for the City.
- 3.3 Adhere to applicable federal, state and local laws and regulations.
- 3.4 Report to the City any known issues found not in compliance with other City policy.

4. Extension. Should the Consultant require time to complete the work that is in excess of the total hours estimate set forth in Section 2 above, the City and Consultant agree to negotiate in good faith for an extension of this Agreement to allow for the additional time needed by the Consultant, with due regard to the timetable for completion of Negotiations.

5. Expenses. City agrees to pay expenses to the Consultant, including, but not limited to:

5.1 Lodging as required, i.e., inclement weather, scheduling needs and/or work being performed for City. The choice of lodging facility is within the discretion of the City.

5.2 All other expenses required and approved by the City for the Consultant to perform the scope of work described above.

5.3 Mileage at the standard IRS rate (current Federal mileage rate) for all miles traveled between the Consultant's office and the City of Muskogee, related turnpike tolls and any other pre-approved travel that may be made strictly on behalf of the City.

6. Payment. Consultant will submit invoices that detail charges by month and include an itemization and brief explanation of all hours worked per day in no less than one-quarter hour (15 minutes) increments, and including mileage and any other reimbursable expenses covering that period subsequent to the previous invoice. To the extent possible and reasonable, the billing will also be divided and denote which bargaining unit was involved in relation to the particular work being invoiced. Payment for said services shall normally be made by the City within twenty-one (21) calendar days following receipt and acceptance of invoice amount.

7. Default/Termination. The agreement may be terminated by either party during the primary term, or any extension thereof, upon thirty (30) days written notice to the other party. Upon the City shall pay the Consultant for all work and services rendered, up to the time of the notice of termination, in accordance with the terms, limits and conditions of this Contract.

8. Authority. The parties agree that the Consultant shall have no authority to bind the City of Muskogee to any agreement terms or language in an ongoing collective bargaining or arbitration settlement process with either of the Unions. That authority is reserved exclusively with the City Manager and Council of the City of Muskogee, Oklahoma, unless specifically delegated to a designee as a result of action taken by the City Manager and/or Council in a valid meeting of the City Council of Muskogee, Oklahoma.

9. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Consultant and the City concerning services to be performed.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed and shall be effective from and after the day and year first above written.

APPROVED this _____ day of _____, 2018.

CONSULTANT:

Michael Bates – Labor Relations Consulting Services

CITY OF MUSKOGEE, OKLAHOMA

John R. Coburn, Mayor

ATTEST:

Tammy L. Tracy, City Clerk

APPROVED as to form and legality this _____ day of _____, 2018.

Roy D. Tucker, City Attorney

Regular City Council**4.**

Meeting Date: 02/12/2018

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

Department: Public Works

Staff Information Source: Greg Riley, Director of Public Works; George Kingston, Assistant Director of Public Works Utilities; Danny Gable, Superintendent -Water Distribution

Information**AGENDA ITEM TITLE:**

Approval to accept the lowest and best bid from Key Equipment in the amount of \$47,759.00 for the purchase of Hydro Excavator/Valve Exerciser, or take any other necessary action. (Greg Riley)

BACKGROUND:

The 2018 budget included \$55,000.00 for the purchase of a Hydro Excavator/Valve Exerciser for the water distribution department. This equipment will allow for routine exercising of valves and hydro excavation of lines. The exercising of valves will keep them in better condition to be opened and closed during shutdowns for repairs. This will help us in areas where we have been needing to expand shutdown areas to get the water off due to stuck valves. It will also help us to identify problem valves. The hydro excavation portion of the machine will allow us to soft dig utility lines, greatly reducing the number of damaged lines in excavations.

Four bids were received as below:

Key Equipment: \$47,759.00

E.H. Wachs: \$67,594.05

I.C.M.: \$57,089.00

Ditch Witch of Tulsa: \$66,008.31

Key Equipment has met or exceeded specifications and has the lowest and best bid.

RECOMMENDED ACTION:

Approval of lowest and best bid from Key Equipment in the amount of \$47,759.00 for the purchase of a Hydraulic Excavator/Valve Exerciser, for Fiscal Year 2017-2018.

Fiscal Impact**FUNDING SOURCE:****FUNDING SOURCE:**

500-6540-461-64-50 Water Distribution New Equipment Fund. Budgeted \$55,000.

Attachments



Bid Item: Hydro Excavator

Date: 1/25/2018

Department: Water Distribution

Approved by Purchasing: _____

Approved by City Council: _____

[illegible]

Witnessed by:

Witnessed by:
 [Signature]
 [Signature]
 [Signature]

Approved by:

Regular City Council

5.

Meeting Date: 02/12/2018

Initiator: Melody Reecer

Department: Fleet Management

Staff Information Source: Robert Swepston, Director of Fleet Management, Greg Riley, Public Works Director, Mike Stewart, Assistant City Manager, Donnie Wimbley, Purchasing Director, Jason Green, Environmental Control Foreman

Information

AGENDA ITEM TITLE:

Approval to accept the purchase of a 2019 Kenworth T370 Grapple (Clamshell) Bucket Truck through the NJPA contract, for the Environmental Control Department in the amount of \$166,714.00, or take other necessary action. (Robert Swepston)

BACKGROUND:

We compared State Contract and NJPA pricing and NJPA came in lower at \$166,714.00 for a 2019 Kenworth T370 Grapple (Clamshell) Bucket Truck:

NJPA	\$166,714.00
State Contract	\$169,118.00

RECOMMENDED ACTION:

Approve the purchase of 2019 Kenworth T370 Grapple (Clamshell) Bucket Truck through the NJPA contract in the amount of \$166,714.00 for the Environmental Control Department to replace a 2006 model, or take any other necessary action.

Fiscal Impact

FUNDING SOURCE:

OWRB Loan Account (Clean Water State Revolving Fund)- 500-6560-432-62-95

Attachments

Grapple Truck



Regular City Council

6.

Meeting Date: 02/12/2018
Submitted For: Kelly Plunkett, Personnel
Initiator: Kelly Plunkett, Director of Human Resources
Department: Personnel
Staff Information Source: Kelly Plunkett

Information

AGENDA ITEM TITLE:

Approval of amended City Council Policy 3-2-2, Pay Administration, or take other necessary action.
(Kelly Plunkett)

BACKGROUND:

The Pay Administration policy was implemented in May of 2017 which included specific information for pay administration, paychecks, interim checks, pay periods, workweeks, rates of pay, pay changes, payment for overtime and compensatory time, longevity pay, out of classification pay, callback pay and stand-by pay. The 2017/2018 AFSCME contract allows for 160 hours of compensatory time to be accrued; whereas City Council Policy 3-2-2 for General employees allows for 140 hours maximum compensatory time. This policy amends the compensatory time accruals to match AFSCME new maximum accrual rate of 160 hours.

RECOMMENDED ACTION:

Recommend approval of amended City Council Policy 3-2-2, Pay Administration.

Fiscal Impact

Attachments

Draft Strike Version
3-2-2 Amended Council Policy

CITY COUNCIL POLICY 3-2-2

DISTRIBUTION: City Manager, All Departments

SUBJECT: Pay Administration Policy

APPLICATION: Applies to All Employees (except as may be provided differently under the terms of a collective bargaining agreement (cba) and/or associated cba prevailing practices).

PURPOSE: To govern the provisions of pay and pay administration for City employees.

A. General Pay Administration

1. It is the policy and goal of the City of Muskogee to compensate employees in a manner that will attract, retain and create internal equity as regards salary rates. Any changes to rates of pay that are established are approved by the City Manager and are normally determined through resources including salary survey reviews and market hiring practice determinations. Efficiency and effectiveness in government along with City budgetary resources shall also be considered in determination of any wage structures and adjustments.
2. Unless specific pay exceptions have been authorized by Human Resources Policies, Collective Bargaining Agreements or approved by the City Council, City Manager or the Human Resources Director as the City Manager's designee, every employee shall be paid within a pay range established for the classification and grade level to which his/her position is assigned. These classifications and pay grade assignments for positions shall only be changed based on appropriate job evaluation processes, operational and/or market determinations supportive of the change and based on written approval by the City Council or City Manager as the Council's designee.

B. Pay Checks, Interim Checks, Pay Periods and Work Week

1. The City of Muskogee normally pays employees on an every other Friday (normally twenty six (26) pay check per year) basis. Payroll periods are established through the Payroll Section in Human Resources and provided to department payroll clerks for timely submission of payroll for each two week pay period. If a payday falls on a holiday or a weekend, employees shall receive their paychecks on the previous City Hall business day.
2. The issuance of manual payroll checks will occur only for the following reasons: 1) a clerical processing or other payroll submission error has occurred where a paycheck was significantly affected by the error and upon approval of the Human Resources Director given the facts of the error(s) and the monies involved where the compensation owed to the employee involves a minimum of eight (8) regular straight-time hours or equivalent overtime hours; 2) in order to meet any legal

requirements. Manual payroll check requests shall require approval of the Human Resources Director, or designee. Receipt of early paychecks is not permissible unless otherwise stated herein.

3. The City utilizes a pay period for all employees (other than 24 hour shift employees) that begins on Sunday at 12:00 a.m. and ends at 11:59 p.m. on the following Saturday night.
4. Hourly wage amounts are based on a forty (40) hour workweek (other than 24 hour shift fire employees and 12 hour shift police employees). Time and one-half shall be paid for hours worked in excess of forty (40) hours during the seven (7) day workweek for non-exempt employees, in accordance with Section E below. Please refer to applicable leave policies or union contracts to govern overtime provisions for holiday pay, sick leave pay, and vacation leave pay.
5. Employees who leave the City for any reason will be paid all wages and severance pay (if applicable) on the next normally scheduled payroll, or as required under employment contract.
6. Direct deposit is required for all employees hired after the effective date of this policy, unless payment is being made for supplemental checks.

C. Initial Rate of Pay, Base Rates of Pay and Pay Changes

1. Normally, an employee's initial rate of pay shall be at the probationary rate of the appropriate grade level. A higher rate of pay may be requested to the City Manager where recruitment and/or qualification considerations may justify the higher pay rate. Base pay, for purposes of City salary administration, is the assigned rate of pay within a particular pay range. After the effective date of this policy, no employee's base pay shall be increased to exceed the top of a particular pay range or grade level, unless specifically covered by the terms of a collective bargaining agreement.
2. An employee shall be eligible for a pay increase to the minimum pay (or Step A as applicable) of the grade pay range upon completion of the initial, one year probationary period. If a probationary employee falls within their current pay range, excluding probationary rate, the employee will not receive an increase after completion of their probationary period unless an exception is provided by the City Manager, or their initial offer letter states otherwise.
3. An employee who receives a promotion during the initial one year probationary period shall be placed at the same step as they previously held in the old grade (including probationary). Upon completion of one year of employment (upon initial date of hire), the employee will be increased to the minimum pay of the

new grade pay range (Step A), only when an employee is placed at the probationary step in the new grade upon promotion.

4. Except as provided in Section G, out of class assignments, changes in an employee's rate of pay, including promotional movements, shall be made effective only at the beginning of a pay period. If the effective date is in the first half of a pay period, the increase will become effective at the beginning of that pay period. If the effective date is in the last half of a pay period, the increase shall be effective at the beginning of the following pay period.

D. Pay Rate in Promotion, Demotion or Lateral Transfer

1. A promotion is constituted by movement from one pay grade to another higher pay grade through the promotional application process. A promoted employee, who is not considered to be probationary, shall receive wage placement with a new grade and within the respective pay range that provides at least a 10% increase in pay or the minimum pay of the range (excluding probationary) in the higher grade, whichever is greater.
2. A lateral transfer consists of movement to a new position involving a different classification within the same pay grade and/or movement to a different department within the same classification and/or pay grade. Such a lateral transfer will require the same application process that would occur for promotion of an advertised vacancy, except as requested or required by the City Manager.
3. When an employee laterally transfers, the rate of pay of the employee shall remain unchanged.
4. A demotion consists of movement from one pay grade to a lower pay grade. Movements to a lower pay grade, at the request of an employee, shall normally go through the same process as any promotional advertisement process. Pay rate in demotion shall involve an employee being placed the same pay position (or step) in the new grade. The same pay upon demotion placement would apply if an employee is demoted due to disciplinary action or due to layoff.
5. When an employee is demoted to his/her former classification and grade level during the probationary period following a promotional process, the employee's pay shall be restored to the rate in effect prior to the promotional change, as if the original promotional movement had not been granted.

E. Payment for Overtime and Compensatory Time

1. Overtime shall be paid in cash or compensatory time off. Compensatory time, if offered by the supervisor and elected by the employee, shall be earned at a time and one-half rate. Department heads or their designee, may allow the employee to choose either cash payment or compensatory time off accruals; however, if no

such election is allowed, payment shall be made in cash. If compensatory time has been accrued, the employee may request compensatory time off in the same manner as a vacation request and time off will be granted by mutual agreement.

2. Paid compensatory time shall not count towards hours worked for overtime purposes.
3. Compensatory time may be accrued to a maximum of ~~one hundred forty (140)~~ one hundred sixty (160) hours, if such accrual is approved by the department head or designee. The employer may request an employee with accrued compensatory time to use the accrued compensatory time by taking time off at a specific future date by mutual agreement.

F. Longevity Pay

1. Employees shall receive longevity pay in the amount of thirteen dollars and sixty six cents (\$13.66) per month for each year of continuous, completed service with the City. Longevity pay shall commence upon the employee's second anniversary date of continuous service but shall be calculated from the original employment date as a full time employee.
2. Employees hired after July 1, 2009 shall receive a maximum monthly longevity pay rate that is based on a maximum of twenty-five years of service. There shall be no maximum years of service for employees hired prior to July 1, 2009.

G. Out of Class Assignments

1. If an employee is directed by their supervisor to perform the duties of an absent employee in a higher classification on a temporary basis, the employee's pay shall be increased to the higher wage rate that is based on either:
 - a) the minimum pay step of that higher classification (including probationary pay steps) or
 - b) at least 10% above his/her present base wage rate but not to exceed the top pay rate of the employee's new pay grade as applicable.
2. If an employee is to be paid for an out-of-classification assignment, he/she will receive the higher rate of pay for the entire time filling the vacancy, provided the Employee spends at least four (4) hours or more in one day performing the duties of the higher, non-exempt classification of the absent employee. If the employee works in the higher classification for less than four (4) hours, out of classification pay shall not apply; however, an employee shall not be removed from such out-of-classification assignment by supervisors only for the purpose of avoiding eligibility to provide such pay. Out of classification pay shall be based on the employee performing at least seventy five percent (75%) of the duties of a higher rated position, as determined by the department head or designee.

3. If an employee is filling an exempt position, out of class pay shall not apply unless the assignment continues for at least sixteen (16) work hours, and then pay shall be retroactive to include the first day forward. If a non-exempt employee is working in an out of class assignment for an exempt employee, that non-exempt employee shall not receive overtime compensation for hours worked in the exempt position.
4. An employee may be eligible for out of class pay without a vacancy actually existing if the assignment and pay is approved in advance by the HR Director and/or City Manager. After thirty (30) days within any one calendar year, approval of the City Manager is required and such an out of classification assignment shall not exceed ninety (90) days within any one year without written approval of the City Manager in consultation with the HR Director. Consultation shall mean discussion and shall not bind the decision of the City Manager.

H. Call Back Pay

1. Any non-exempt employee called back to work outside of his/her regularly scheduled shift shall be paid for a minimum of two (2) hours premium pay, at the rate of time and one-half of their regular rate of pay. If the callback is within two (2) hours of the regular starting schedule, then the premium pay will be in effect only for the time worked prior to the start of the regular schedule.
2. Any non-exempt employee who receives a call within their normal scheduled work day and is required to work after the end of their normal shift, premium pay will prevail only if the employee has reach regular overtime provisions within the scheduled workweek.
3. A non-exempt employee who receives and answers a phone call outside of normal working hours or when they are on leave, and does not get "called back" to work but answers a question regarding their job, shall be compensated for that phone call for not less than fifteen minutes and will be compensated by rounding time to the nearest quarter hour. It should be understood that non-exempt employees should not be taking phone calls when they are outside of their normal working hours or on leave; however, it is also understood that extenuating circumstances may occur and employees will be compensated appropriately.

I. Stand-by Pay

1. An employee assigned and compensated to remain on "Stand-by" shall be available immediately by telephone or radio to begin work within a reasonable response timeframe set by the department head and approved by the City Manager or designee. Normally such timeframe shall not be less than thirty (30) minutes, but may be longer depending on response issue and/or if approved.

2. Stand-by shall be assigned for a calendar week (seven day rotation) at a time when or where it is determined there is a constant need for Stand-by. This provision shall not preclude management from assigning a short duration Stand-by related assignment(s) when determined necessary. If an employee assigned Stand-by determines they cannot complete the full week, the employee is responsible for obtaining an appropriate replacement employee for the Stand-by who is within the proper work unit and classification, and is responsible for gaining approval from his/her supervisor for both the substitution and the replacement employee in advance.
3. Exceptions to this responsibility to find a replacement employee must be approved by the exempt supervisor based on very unusual circumstances, i.e., (hospital issues, family death, etc). Any such replacement employee shall receive the Stand-by pay for that particular day(s) in lieu of the Employee normally assigned the duty, who will have his/her Stand-by reduced by the day rate for any day(s) the assignment is missed. It is not the intent of this provision for supervisors to allow or employees to request to constantly or unreasonably substitute with replacement employees as regards their normal Stand-by obligations.
4. Stand-by will be considered mandatory for non-exempt personnel determined qualified and necessary for a specific Stand-by assignment by the department head. Stand-by will first be assigned to employees by the supervisor based on seniority, classification, qualifications and willingness to accept such assignments voluntarily. However, if there are not a reasonable number of employees willing to voluntarily accept the Stand-by assignments within a department or work unit, Stand-by assignments shall be assigned to the least senior (qualified) employee(s) and thereafter rotated among all the other qualified, work unit employees, again based on lesser seniority employees getting the first assignment(s). Work unit supervisors that have employees continually on Stand-by and/or other reasonable concerns about some individuals working too much Stand-by may require Stand-by rotation rather than relying on a very few (or one) volunteer to constantly cover all Stand-by, especially if multiple employees have the required knowledge, skills and/or classification.
5. Stand-by compensation shall be \$100 (one hundred dollars) per (seven day) week, in addition to the regular hours and/or overtime hours (if any) that an employee is called back to work. While on Stand-by, the employee will also be eligible for premium pay when called back to work under Section I of this policy. If an Employee must be scheduled on a daily basis for Stand-by, a \$15.00 (fifteen dollars) per calendar day rate shall apply.
6. It is understood that an employee on Stand-by must remain within a reasonable distance from the workplace to comply with time requirements for response, as well as not consume alcohol or in any manner place themselves into a condition that would not allow them to comply properly and safely with Stand-by work

response requirements and criteria. It is also understood that some employees will be assigned take home City vehicles associated with certain Stand-by requirements to respond directly to a work site/emergency situation for the duration of their Stand-by assignment. Determination of any City vehicles being so assigned will be the responsibility of Department Heads with approval from the City Manager or designee.

7. Call out situations ("Call Back") used for emergency or non-emergency call-outs shall not be considered Stand-by as long as the Employee is not required (and assigned) to be available immediately by telephone or radio or required to stay in a ready status to respond as a condition of employment/working duty accountability.

J. Payments due to Administrative Error

1. If an employee has been overpaid or has received leave accruals in excess of normal amounts, employees will not be required to pay those monies back to the City.
2. If an employee has been underpaid or has not received normal leave accrual amounts, employees shall receive back pay or accrual adjustments for no more than two years, not to exceed underpayment. If the underpayment is a contractual issue, payment will be made up to five years.
3. If an employee, at no fault of the City, has not paid insurance premiums (including all supplemental products), the employee will be required to pay back those premiums for the current plan year, not to exceed the unpaid amount.

K. Administrative Exceptions

Any administrative exceptions to this policy require advance approval of the City Manager or Human Resources Director as his/her designee and shall be documented in writing.

REFERENCES: N/A

EFFECTIVE DATE: _____, 2017

RESCISSION: This policy rescinds and supersedes any prior policy in conflict herewith

RESPONSIBILITY DEPARTMENT: Human Resources

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

John R. Coburn, Mayor

ATTEST:

Tammy Tracy, City Clerk
(SEAL)

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

Roy D. Tucker
City Attorney

CITY COUNCIL POLICY 3-2-2

DISTRIBUTION: City Manager, All Departments

SUBJECT: **Pay Administration Policy**

APPLICATION: Applies to All Employees (except as may be provided differently under the terms of a collective bargaining agreement (cba) and/or associated cba prevailing practices).

PURPOSE: To govern the provisions of pay and pay administration for City employees.

A. General Pay Administration

1. It is the policy and goal of the City of Muskogee to compensate employees in a manner that will attract, retain and create internal equity as regards salary rates. Any changes to rates of pay that are established are approved by the City Manager and are normally determined through resources including salary survey reviews and market hiring practice determinations. Efficiency and effectiveness in government along with City budgetary resources shall also be considered in determination of any wage structures and adjustments.
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2. The issuance of manual payroll checks will occur only for the following reasons: 1) a clerical processing or other payroll submission error has occurred where a paycheck was significantly affected by the error and upon approval of the Human Resources Director given the facts of the error(s) and the monies involved where the compensation owed to the employee involves a minimum of eight (8) regular straight-time hours or equivalent overtime hours; 2) in order to meet any legal

requirements. Manual payroll check requests shall require approval of the Human Resources Director, or designee. Receipt of early paychecks is not permissible unless otherwise stated herein.

3. The City utilizes a pay period for all employees (other than 24 hour shift employees) that begins on Sunday at 12:00 a.m. and ends at 11:59 p.m. on the following Saturday night.
4. Hourly wage amounts are based on a forty (40) hour workweek (other than 24 hour shift fire employees and 12 hour shift police employees). Time and one-half shall be paid for hours worked in excess of forty (40) hours during the seven (7) day workweek for non-exempt employees, in accordance with Section E below. Please refer to applicable leave policies or union contracts to govern overtime provisions for holiday pay, sick leave pay, and vacation leave pay.
5. Employees who leave the City for any reason will be paid all wages and severance pay (if applicable) on the next normally scheduled payroll, or as required under employment contract.
6. Direct deposit is required for all employees hired after the effective date of this policy, unless payment is being made for supplemental checks.

C. Initial Rate of Pay, Base Rates of Pay and Pay Changes

1. Normally, an employee's initial rate of pay shall be at the probationary rate of the appropriate grade level. A higher rate of pay may be requested to the City Manager where recruitment and/or qualification considerations may justify the higher pay rate. Base pay, for purposes of City salary administration, is the assigned rate of pay within a particular pay range. After the effective date of this policy, no employee's base pay shall be increased to exceed the top of a particular pay range or grade level, unless specifically covered by the terms of a collective bargaining agreement.
2. An employee shall be eligible for a pay increase to the minimum pay (or Step A as applicable) of the grade pay range upon completion of the initial, one year probationary period. If a probationary employee falls within their current pay range, excluding probationary rate, the employee will not receive an increase after completion of their probationary period unless an exception is provided by the City Manager, or their initial offer letter states otherwise.
3. An employee who receives a promotion during the initial one year probationary period shall be placed at the same step as they previously held in the old grade (including probationary). Upon completion of one year of employment (upon initial date of hire), the employee will be increased to the minimum pay of the

new grade pay range (Step A), only when an employee is placed at the probationary step in the new grade upon promotion.

4. Except as provided in Section G, out of class assignments, changes in an employee's rate of pay, including promotional movements, shall be made effective only at the beginning of a pay period. If the effective date is in the first half of a pay period, the increase will become effective at the beginning of that pay period. If the effective date is in the last half of a pay period, the increase shall be effective at the beginning of the following pay period.

D. Pay Rate in Promotion, Demotion or Lateral Transfer

1. A promotion is constituted by movement from one pay grade to another higher pay grade through the promotional application process. A promoted employee, who is not considered to be probationary, shall receive wage placement with a new grade and within the respective pay range that provides at least a 10% increase in pay or the minimum pay of the range (excluding probationary) in the higher grade, whichever is greater.
2. A lateral transfer consists of movement to a new position involving a different classification within the same pay grade and/or movement to a different department within the same classification and/or pay grade. Such a lateral transfer will require the same application process that would occur for promotion of an advertised vacancy, except as requested or required by the City Manager.
3. When an employee laterally transfers, the rate of pay of the employee shall remain unchanged.
4. A demotion consists of movement from one pay grade to a lower pay grade. Movements to a lower pay grade, at the request of an employee, shall normally go through the same process as any promotional advertisement process. Pay rate in demotion shall involve an employee being placed the same pay position (or step) in the new grade. The same pay upon demotion placement would apply if an employee is demoted due to disciplinary action or due to layoff.
5. When an employee is demoted to his/her former classification and grade level during the probationary period following a promotional process, the employee's pay shall be restored to the rate in effect prior to the promotional change, as if the original promotional movement had not been granted.

E. Payment for Overtime and Compensatory Time

1. Overtime shall be paid in cash or compensatory time off. Compensatory time, if offered by the supervisor and elected by the employee, shall be earned at a time and one-half rate. Department heads or their designee, may allow the employee to choose either cash payment or compensatory time off accruals; however, if no

such election is allowed, payment shall be made in cash. If compensatory time has been accrued, the employee may request compensatory time off in the same manner as a vacation request and time off will be granted by mutual agreement.

2. Paid compensatory time shall not count towards hours worked for overtime purposes.
3. Compensatory time may be accrued to a maximum of one hundred sixty (160) hours, if such accrual is approved by the department head or designee. The employer may request an employee with accrued compensatory time to use the accrued compensatory time by taking time off at a specific future date by mutual agreement.

F. Longevity Pay

1. Employees shall receive longevity pay in the amount of thirteen dollars and sixty six cents (\$13.66) per month for each year of continuous, completed service with the City. Longevity pay shall commence upon the employee's second anniversary date of continuous service but shall be calculated from the original employment date as a full time employee.
2. Employees hired after July 1, 2009 shall receive a maximum monthly longevity pay rate that is based on a maximum of twenty-five years of service. There shall be no maximum years of service for employees hired prior to July 1, 2009.

G. Out of Class Assignments

1. If an employee is directed by their supervisor to perform the duties of an absent employee in a higher classification on a temporary basis, the employee's pay shall be increased to the higher wage rate that is based on either:
 - a) the minimum pay step of that higher classification (including probationary pay steps) or
 - b) at least 10% above his/her present base wage rate but not to exceed the top pay rate of the employee's new pay grade as applicable.
2. If an employee is to be paid for an out-of-classification assignment, he/she will receive the higher rate of pay for the entire time filling the vacancy, provided the Employee spends at least four (4) hours or more in one day performing the duties of the higher, non-exempt classification of the absent employee. If the employee works in the higher classification for less than four (4) hours, out of classification pay shall not apply; however, an employee shall not be removed from such out-of-classification assignment by supervisors only for the purpose of avoiding eligibility to provide such pay. Out of classification pay shall be based on the employee performing at least seventy five percent (75%) of the duties of a higher rated position, as determined by the department head or designee.

3. If an employee is filling an exempt position, out of class pay shall not apply unless the assignment continues for at least sixteen (16) work hours, and then pay shall be retroactive to include the first day forward. If a non-exempt employee is working in an out of class assignment for an exempt employee, that non-exempt employee shall not receive overtime compensation for hours worked in the exempt position.
4. An employee may be eligible for out of class pay without a vacancy actually existing if the assignment and pay is approved in advance by the HR Director and/or City Manager. After thirty (30) days within any one calendar year, approval of the City Manager is required and such an out of classification assignment shall not exceed ninety (90) days within any one year without written approval of the City Manager in consultation with the HR Director. Consultation shall mean discussion and shall not bind the decision of the City Manager.

H. Call Back Pay

1. Any non-exempt employee called back to work outside of his/her regularly scheduled shift shall be paid for a minimum of two (2) hours premium pay, at the rate of time and one-half of their regular rate of pay. If the callback is within two (2) hours of the regular starting schedule, then the premium pay will be in effect only for the time worked prior to the start of the regular schedule.
2. Any non-exempt employee who receives a call within their normal scheduled work day and is required to work after the end of their normal shift, premium pay will prevail only if the employee has reach regular overtime provisions within the scheduled workweek.
3. A non-exempt employee who receives and answers a phone call outside of normal working hours or when they are on leave, and does not get "called back" to work but answers a question regarding their job, shall be compensated for that phone call for not less than fifteen minutes and will be compensated by rounding time to the nearest quarter hour. It should be understood that non-exempt employees should not be taking phone calls when they are outside of their normal working hours or on leave; however, it is also understood that extenuating circumstances may occur and employees will be compensated appropriately.

I. Stand-by Pay

1. An employee assigned and compensated to remain on "Stand-by" shall be available immediately by telephone or radio to begin work within a reasonable response timeframe set by the department head and approved by the City Manager or designee. Normally such timeframe shall not be less than thirty (30) minutes, but may be longer depending on response issue and/or if approved.

2. Stand-by shall be assigned for a calendar week (seven day rotation) at a time when or where it is determined there is a constant need for Stand-by. This provision shall not preclude management from assigning a short duration Stand-by related assignment(s) when determined necessary. If an employee assigned Stand-by determines they cannot complete the full week, the employee is responsible for obtaining an appropriate replacement employee for the Stand-by who is within the proper work unit and classification, and is responsible for gaining approval from his/her supervisor for both the substitution and the replacement employee in advance.
3. Exceptions to this responsibility to find a replacement employee must be approved by the exempt supervisor based on very unusual circumstances, i.e., (hospital issues, family death, etc). Any such replacement employee shall receive the Stand-by pay for that particular day(s) in lieu of the Employee normally assigned the duty, who will have his/her Stand-by reduced by the day rate for any day(s) the assignment is missed. It is not the intent of this provision for supervisors to allow or employees to request to constantly or unreasonably substitute with replacement employees as regards their normal Stand-by obligations.
4. Stand-by will be considered mandatory for non-exempt personnel determined qualified and necessary for a specific Stand-by assignment by the department head. Stand-by will first be assigned to employees by the supervisor based on seniority, classification, qualifications and willingness to accept such assignments voluntarily. However, if there are not a reasonable number of employees willing to voluntarily accept the Stand-by assignments within a department or work unit, Stand-by assignments shall be assigned to the least senior (qualified) employee(s) and thereafter rotated among all the other qualified, work unit employees, again based on lesser seniority employees getting the first assignment(s). Work unit supervisors that have employees continually on Stand-by and/or other reasonable concerns about some individuals working too much Stand-by may require Stand-by rotation rather than relying on a very few (or one) volunteer to constantly cover all Stand-by, especially if multiple employees have the required knowledge, skills and/or classification.
5. Stand-by compensation shall be \$100 (one hundred dollars) per (seven day) week, in addition to the regular hours and/or overtime hours (if any) that an employee is called back to work. While on Stand-by, the employee will also be eligible for premium pay when called back to work under Section I of this policy. If an Employee must be scheduled on a daily basis for Stand-by, a \$15.00 (fifteen dollars) per calendar day rate shall apply.
6. It is understood that an employee on Stand-by must remain within a reasonable distance from the workplace to comply with time requirements for response, as well as not consume alcohol or in any manner place themselves into a condition that would not allow them to comply properly and safely with Stand-by work

response requirements and criteria. It is also understood that some employees will be assigned take home City vehicles associated with certain Stand-by requirements to respond directly to a work site/emergency situation for the duration of their Stand-by assignment. Determination of any City vehicles being so assigned will be the responsibility of Department Heads with approval from the City Manager or designee.

7. Call out situations (“Call Back”) used for emergency or non-emergency call-outs shall not be considered Stand-by as long as the Employee is not required (and assigned) to be available immediately by telephone or radio or required to stay in a ready status to respond as a condition of employment/working duty accountability.

J. Payments due to Administrative Error

1. If an employee has been overpaid or has received leave accruals in excess of normal amounts, employees will not be required to pay those monies back to the City.
2. If an employee has been underpaid or has not received normal leave accrual amounts, employees shall receive back pay or accrual adjustments for no more than two years, not to exceed underpayment. If the underpayment is a contractual issue, payment will be made up to five years.
3. If an employee, at no fault of the City, has not paid insurance premiums (including all supplemental products), the employee will be required to pay back those premiums for the current plan year, not to exceed the unpaid amount.

K. Administrative Exceptions

Any administrative exceptions to this policy require advance approval of the City Manager or Human Resources Director as his/her designee and shall be documented in writing.

REFERENCES: N/A

EFFECTIVE DATE: _____, 2017

RESCISSION: This policy rescinds and supersedes any prior policy in conflict herewith

RESPONSIBILITY DEPARTMENT: Human Resources

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

Regular City Council

7.

Meeting Date: 02/12/2018

Initiator: Susan Ross, Office Adm 1

Information

AGENDA ITEM TITLE:

Hold a Public Hearing and take action on the approval of Ordinance No. 4038-A rezoning the property located at 2312 Augusta Street, more particularly described in the ordinance, from "C-1" Local 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:

LOTS 20 THRU 26 IN BLOCK 12 IN CREAM RIDGE ADDITION TO THE CITY OF MUSKOGEE, LOCATED IN THE NORTHEAST QUARTER (NE1/4) OF SECTION 36, TOWNSHIP 15 NORTH, RANGE 18 EAST, MUSKOGEE COUNTY, STATE OF OKLAHOMA.

BACKGROUND:

The applicant, Leveta Goad, is requesting the property located at 2312 Augusta Street to be rezoned from "C-1" Local Commercial District to "R-1" Single-Family Residential District to allow the property to be developed residentially (single-family dwellings).

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:

February 5, 2018 at 9:00 a.m.: City of Muskogee Planning & Zoning Commission

February 5, 2018 at 5:30 p.m.: Public Works Committee

February 12, 2018 at 5:30 p.m. Muskogee City Council Meeting

RECOMMENDED STAFF ACTION:

Approve the Ordinance rezoning the property located at 2312 Augusta Street from "C-1" Local 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

4038-A 02-12-2018 ORD Cream Ridge Addition

Site Plan/Notice

ORDINANCE NO. 4038-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 LOTS 20 THRU 26 IN BLOCK 12 IN CREAM RIDGE ADDITION TO THE CITY OF MUSKOGEE, LOCATED IN THE NORTHEAST QUARTER (NE1/4) OF SECTION 36, TOWNSHIP 15 NORTH, RANGE 18 EAST, MUSKOGEE COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE OFFICIAL PLAT THEREOF, MUSKOGEE COUNTY, OKLAHOMA, CONTAINING 22,750 SQUARE FEET, MORE OR LESS, AND PROVIDING FOR SEVERABILITY. (LEVETA GOAD, Applicant)

FROM “C-1” LOCAL COMMERCIAL DISTRICT

TO

“R-1” SINGLE- FAMILY RESIDENTIAL DISTRICT

WHEREAS, the City of Muskogee Planning and Zoning Commission, in a meeting held FEBRUARY 5, 2018, 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; LOTS 20 THRU 26 IN BLOCK 12 IN CREAM RIDGE ADDITION TO THE CITY OF MUSKOGEE, LOCATED IN THE NORTHEAST QUARTER (NE1/4) OF SECTION 36, TOWNSHIP 15 NORTH, RANGE 18 EAST, MUSKOGEE COUNTY, STATE OF OKLAHOMA FROM “C-1” LOCAL 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.

Ordinance No. _____

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.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MUSKOGEE, OKLAHOMA, THIS 12TH DAY OF FEBRUARY, 2018.

JOHN R. COBURN, MAYOR

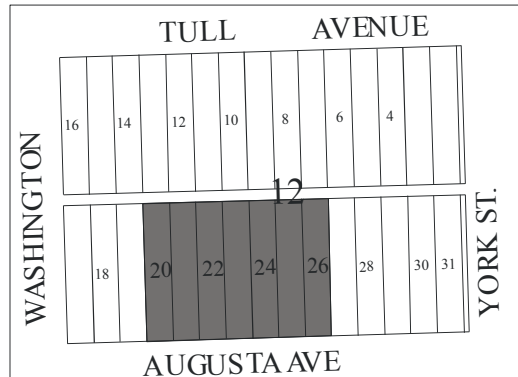
ATTEST:

TAMMY L. TRACY, CITY CLERK
(SEAL)

APPROVED as to form and legality this ____ day of _____, 2018.

ROY D. TUCKER, CITY ATTORNEY

Public Hearing Notice



Proposal: To rezone property located at 2312 Augusta Street, from “C-1” Local Commercial District to “R-1” Single-Family Residential District. The property is more particularly described as:

Lots 20 thru 26 in Block 12 in Cream Ridge Addition to the City of Muskogee, located in the Northeast Quarter (NE1/4) of Section 36, Township 15 North, Range 18 East, according to the official plat thereof, Muskogee County, Oklahoma. Containing 22,750 square feet, more or less.

Applicant: Leveta Goad

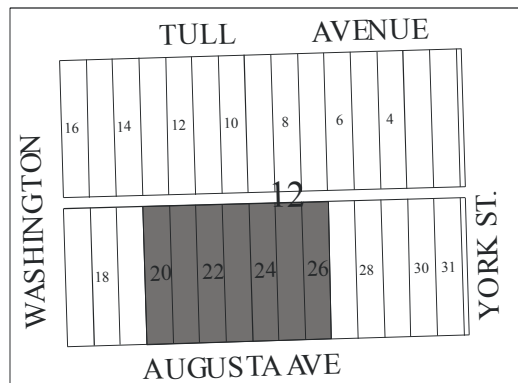
This notice is provided to property owners within 300 feet of the above site to inform them of the following public hearings regarding the above proposal:

February 5, 2018 at 9:00 a.m.: City of Muskogee Planning & Zoning Commission

February 5, 2018 at 5:30 p.m.: City of Muskogee Public Works Committee

February 12, 2018 at 5:30 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.



(Leveta Goad, Applicant)

PUBLIC NOTICE

Notice is hereby given that on February 5, 2018, 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 February 5, 2018, at 5:30 p.m., by the Public Works Committee, and on February 12, 2018, at 5:30 p.m., by the City Council to consider an application to rezone property located at 2312 Augusta Street, from “*C-1*” *Local Commercial* District to “*R-1*” Single-Family Residential District. The property is more particularly described as:

Lots 20 thru 26 in Block 12 in Cream Ridge Addition to the City of Muskogee, located in the Northeast Quarter (NE1/4) of Section 36, Township 15 North, Range 18 East, according to the official plat thereof, Muskogee County, Oklahoma. Containing 22,750 square feet, more or less.

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

Information

AGENDA ITEM TITLE:

Hold a Public Hearing and take action on the approval of Ordinance No. 4039-A rezoning the property located on North Country Club Road, between Chandler Road and Gibson Street, more particularly described in the ordinance, from "A" Agriculture 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)

LEGAL DESCRIPTION:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 29; THENCE SOUTH 01°34'11" EAST A DISTANCE OF 1982.79 FEET TO THE SOUTHWEST CORNER OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 29; THENCE NORTH 88°38'16" EAST ALONG THE SOUTH LINE THEREOF A DISTANCE OF 305.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88°38'16" EAST A DISTANCE OF 286.25 FEET; THENCE NORTH 01°34'11" WEST A DISTANCE OF 152.16 FEET; THENCE SOUTH 88°38'34" WEST A DISTANCE OF 286.25 FEET; THENCE SOUTH 01°34'11" EAST A DISTANCE OF 152.19 FEET TO THE POINT OF BEGINNING. CONTAINING 1.00 ACRES, MORE OR LESS.

BACKGROUND:

The applicants, David and Susan Vanderford, are requesting to rezone the property located on on North Country Club Road, between Chandler Road and Gibson Street, from "A" Agriculture District to "C-1" Local Commercial District to allow a banquet facility to be on the property.

The Comprehensive Plan/Land Use Map, adopted by the City of Muskogee, indicates Transitional Residential (transition between industrial/commercial and residential) within this area. Therefore, the request to rezone to "C-1" Local Commercial District 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:

February 5, 2018 at 9:00 a.m.: City of Muskogee Planning & Zoning Commission

February 5, 2018, 2017 at 5:30 p.m.: Public Works Committee

February 12, 2018 at 5:30 p.m. Muskogee City Council Meeting

RECOMMENDED STAFF ACTION:

Approve the Ordinance rezoning the property from "A" Agriculture to "C-1" Local Commercial, and authorize staff to revise the Official Zoning Map of the City to reflect said change.

Fiscal Impact

Attachments

4039-A 02-12-2018 ORD Vanderford
Site Plan/Notice

ORDINANCE NO. 4039-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 A TRACT OF LAND SITUATED IN THE NORTH HALF (N1/2) OF THE SOUTHWEST QUARTER (SW1/4) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 29, TOWNSHIP 15 NORTH, RANGE 19 EAST OF THE INDIAN BASE AND MERIDIAN, MUSKOGEE COUNTY, STATE OF OKLAHOMA. CONTAINING 1.00 ACRES, MORE OR LESS, AND PROVIDING FOR SEVERABILITY.

MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: **COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 29; THENCE SOUTH 01°34'11" EAST A DISTANCE OF 1982.79 FEET TO THE SOUTHWEST CORNER OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 29; THENCE NORTH 88°38'16" EAST ALONG THE SOUTH LINE THEREOF A DISTANCE OF 305.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88°38'16" EAST A DISTANCE OF 286.25 FEET; THENCE NORTH 01°34'11" WEST A DISTANCE OF 152.16 FEET; THENCE SOUTH 88°38'34" WEST A DISTANCE OF 286.25 FEET; THENCE SOUTH 01°34'11" EAST A DISTANCE OF 152.19 FEET TO THE POINT OF BEGINNING. CONTAINING 1.00 ACRES, MORE OR LESS.**

. (DAVID AND SUSAN VANDERFORD, APPLICANT)

FROM "A" AGRICULTURE DISTRICT

TO

"C-1" LOCAL COMMERCIAL DISTRICT

WHEREAS, the City of Muskogee Planning and Zoning Commission, in a meeting held FEBRUARY 5, 2018, 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; A TRACT OF LAND SITUATED IN THE NORTH HALF (N1/2) OF THE SOUTHWEST QUARTER (SW1/4) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 29, TOWNSHIP 15 NORTH, RANGE 19 EAST OF THE INDIAN BASE AND MERIDIAN, MUSKOGEE COUNTY, STATE OF OKLAHOMA, FROM "A" AGRICULTURE TO "C-1" LOCAL COMMERCIAL

Ordinance No. _____

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.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MUSKOGEE, OKLAHOMA, THIS 12TH DAY OF FEBRUARY 2018.

JOHN R. COBURN, MAYOR

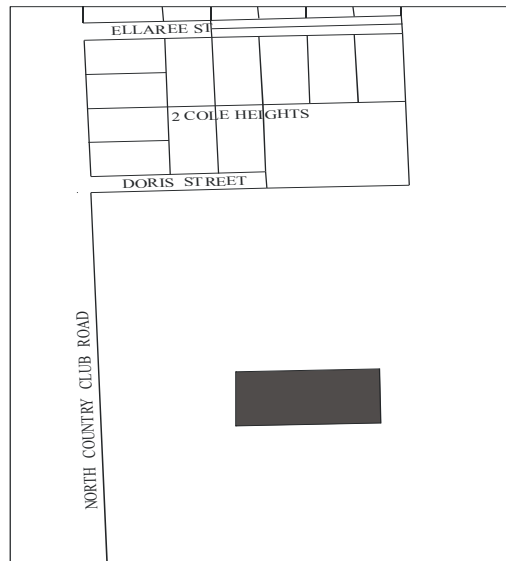
ATTEST:

TAMMY L. TRACY, CITY CLERK
(SEAL)

APPROVED as to form and legality this ____ day of _____, 2018.

ROY D. TUCKER, CITY ATTORNEY

Public Hearing Notice



Proposal: To rezone a tract of land situated in the North Half (N1/2) of the Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4) of Section 29, Township 15 North, Range 19 East of the Indian Base and Meridian, Muskogee County, State of Oklahoma, from “A” Agriculture to “C-1” Local Commercial.

The property is more particularly described by metes and bounds as follows: Commencing at the Northwest Corner of said Section 29; thence South 01°34'11” East a distance of 1982.79 feet to the Southwest Corner of the North Half of the Southwest Quarter of the Northwest Quarter of said Section 29; thence North 88°38'16” East along the South line thereof a distance of 305.00 feet to the Point of Beginning; thence continuing North 88°38'16” East a distance of 286.25 feet; thence North 01°34'11” West a distance of 152.16 feet; thence South 88°38'34” West a distance of 286.25 feet; thence South 01°34'11” East a distance of 152.19 feet to the Point of Beginning. Containing 1.00 acres, more or less.

Applicants: David and Susan Vanderford

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:

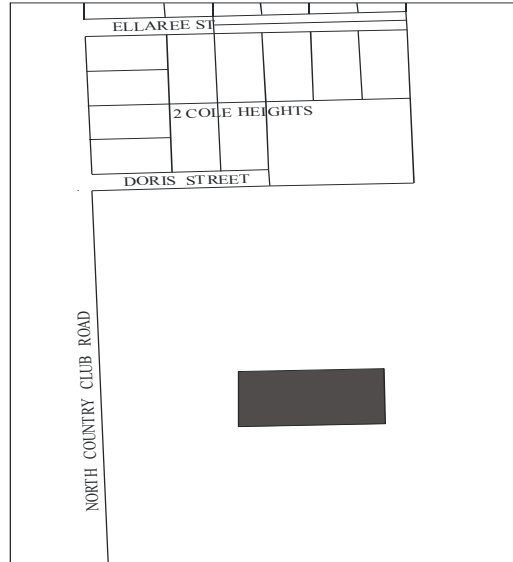
February 5, 2018 at 9:00 a.m.: City of Muskogee Planning & Zoning Commission

February 5, 2018 at 5:30 p.m.: City of Muskogee Public Works Committee

February 12, 2018 at 5:30 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.



(David and Susan Vanderford, Applicants)

PUBLIC NOTICE

Notice is hereby given that on February 5, 2018, 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 February 5, 2018, at 5:30 p.m., by the Public Works Committee, and on February 12, 2018, at 5:30 p.m., by the City Council to consider an application To rezone a tract of land situated in the North Half (N1/2) of the Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4) of Section 29, Township 15 North, Range 19 East of the Indian Base and Meridian, Muskogee County, State of Oklahoma, from “A” Agriculture to “C-1” Local Commercial.

The property is more particularly described by metes and bounds as follows:

The property is more particularly described by metes and bounds as follows: Commencing at the Northwest Corner of said Section 29; thence South 01°34'11” East a distance of 1982.79 feet to the Southwest Corner of the North Half of the Southwest Quarter of the Northwest Quarter of said Section 29; thence North 88°38'16” East along the South line thereof a distance of 305.00 feet to the Point of Beginning; thence continuing North 88°38'16” East a distance of 286.25 feet; thence North 01°34'11” West a distance of 152.16 feet; thence South 88°38'34” West a distance of 286.25 feet; thence South 01°34'11” East a distance of 152.19 feet to the Point of Beginning. Containing 1.00 acres, more or less.

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

Mark Luttrull, Chairman
City of Muskogee Planning & Zoning Commission

Regular City Council

9.

Meeting Date: 02/12/2018

Initiator: Susan Ross, Office Adm 1

Information

AGENDA ITEM TITLE:

Hold a Public Hearing and take action on the approval of Ordinance No. 4040-A rezoning the property located on North 54th Street, north of Shawnee Ave, more particularly described in the ordinance, from "R-1" Single-Family Residential to "R-A" Agriculture 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 SOUTH HALF (S1/2) OF THE NORTH HALF (N1/2) OF THE SOUTHWEST QUARTER (SW1/4) SECTION 17, TOWNSHIP 15 NORTH, RANGE 18 EAST OF THE INDIAN BASE AND MERIDIAN, MUSKOGEE COUNTY, STATE OF OKLAHOMA.

BACKGROUND:

The applicants, Don and Casey David, are requesting to rezone the property located on North 54th Street, north of Shawnee Ave, from "R-1" Single-Family Residential to "R-A" Agriculture Residential to allow a large garden, horses and a barn on the property.

The Comprehensive Plan/Land Use Map, adopted by the City of Muskogee, indicates agricultural within this area. Therefore, the request to rezone to "R-A" Agriculture Residential 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:

February 5, 2018 at 9:00 a.m.: City of Muskogee Planning & Zoning Commission

February 5, 2018, 2017 at 5:30 p.m.: Public Works Committee

February 12, 2018 at 5:30 p.m. Muskogee City Council Meeting

RECOMMENDED STAFF ACTION:

Approve the Ordinance rezoning the property from "R-1" Single-Family Residential to "R-A" Agriculture Residential, and authorize staff to revise the Official Zoning Map of the City to reflect said change.

Fiscal Impact

Attachments

4040-A 02-12-2018 ORD Don & Casey David

Site Plan/Notice

ORDINANCE NO. 4040-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 SOUTH HALF (S1/2) OF THE NORTH HALF (N1/2) OF THE SOUTHWEST QUARTER (SW1/4) SECTION 17, TOWNSHIP 15 NORTH, RANGE 18 EAST OF THE INDIAN BASE AND MERIDIAN, MUSKOGEE COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE OFFICIAL PLAT THEROF, MUSKOGEE COUNTY, OKLAHOMA, CONTAINING 10.01 ACRES, MORE OR LESS, AND PROVIDING FOR SEVERABILITY. (DON R. AND CASEY L. DAVID, Applicant)

FROM "R-1" SINGLE-FAMILY RESIDENTIAL DISTRICT

TO

"R-A" AGRICULTURE RESIDENTIAL DISTRICT

WHEREAS, the City of Muskogee Planning and Zoning Commission, in a meeting held FEBRUARY 5, 2018, 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 SOUTH HALF (S1/2) OF THE NORTH HALF (N1/2) OF THE SOUTHWEST QUARTER (SW1/4) SECTION 17, TOWNSHIP 15 NORTH, RANGE 18 EAST OF THE INDIAN BASE AND MERIDIAN, MUSKOGEE COUNTY, STATE OF OKLAHOMA FROM "R-1" SINGLE-FAMILY RESIDENTIAL DISTRICT TO "R-A" AGRICULTURE 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.

Ordinance No. _____

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.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MUSKOGEE, OKLAHOMA, THIS 12TH DAY OF FEBRUARY, 2018.

JOHN R. COBURN, MAYOR

ATTEST:

TAMMY L. TRACY, CITY CLERK
(SEAL)

APPROVED as to form and legality this ____ day of _____, 2018.

ROY D. TUCKER, CITY ATTORNEY

Public Hearing Notice



Proposal: To rezone property located at 2150 N. 54th St. W., Muskogee, Oklahoma, from “R-1” Single-Family Residential District to “R-A” Agriculture Residential District. The property is more particularly described as:

The South Half (S1/2) of the North Half (N1/2) of the Southwest Quarter (SW1/4) Section 17, Township 15 North, Range 18 East of the Indian Base and Meridian, Muskogee County, State of Oklahoma. Containing 10.01 acres, more or less.

Applicants: Don R. and Casey L. David

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:

February 5, 2018 at 9:00 a.m.: City of Muskogee Planning & Zoning Commission

February 5, 2018 at 5:30 p.m.: City of Muskogee Public Works Committee

February 12, 2018 at 5:30 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.



(Don R. and Casey L. David, Applicants)

PUBLIC NOTICE

Notice is hereby given that on February 5, 2018, 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 February 5, 2018, at 5:30 p.m., by the Public Works Committee, and on February 12, 2018, at 5:30 p.m., by the City Council to consider an application to rezone property located at 2150 N 54th St. W., from “*R-1*” *Single-Family Residential* District to “*R-A*” *Agriculture Residential* District. The property is more particularly described as:

The South Half (S1/2) of the North Half (N1/2) of the Southwest Quarter (SW1/4) Section 17, Township 15 North, Range 18 East of the Indian Base and Meridian, Muskogee County, State of Oklahoma. Containing 10.01 acres, more or less

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

Meeting Date: 02/12/2018

Initiator: Susan Ross, Office Adm 1

Information

AGENDA ITEM TITLE:

Hold a Public Hearing and take action on the approval of Ordinance No. 4041-A rezoning the property located on South Cherokee Street, south of Cherokee Drive, more particularly described in the ordinance, from "C-1" Local Commercial 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)

LEGAL DESCRIPTION:

COMMENCING AT THE NORTHEAST CORNER OF THE SE1/4 OF SECTION 3; THENCE S1°23'05"E A DISTANCE OF 142.85 FEET TO THE POINT OF BEGINNING; THENCE S89°08'48"W A DISTANCE OF 238 FEET; THENCE S1°22'53"E A DISTANCE OF 188.45 FEET; THENCE N88°37'07"E A DISTANCE OF 38.00 FEET; THENCE N1°22'53"W A DISTANCE OF 125.00 FEET; THENCE N88°37'07"E A DISTANCE OF 200.00 FEET; THENCE N1°23'05"W A DISTANCE OF 61.26 FEET TO THE POINT OF BEGINNING. CONTAINING 0.45 ACRES, MORE OR LESS.

BACKGROUND:

The applicants, Phillip and Penny Coppin, are requesting to rezone the property located on South Cherokee Street, south of Cherokee Drive, from "C-1" Local Commercial District to "I-1" Light Industrial District to allow a rental business to be located on the property. Existing storage buildings are located on the property, however due to the discontinued use of the storage structures (beyond 90 days) the applicants lost the existing non-conforming use. Therefore, the property is required to be rezoned to allow the rental business.

The Comprehensive Plan/Land Use Map, adopted by the City of Muskogee, indicates industrial within this area. Therefore, the request to rezone to "I-1" Light Industrial 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:

February 5, 2018 at 9:00 a.m.: City of Muskogee Planning & Zoning Commission

February 5, 2018, 2017 at 5:30 p.m.: Public Works Committee

February 12, 2018 at 5:30 p.m. Muskogee City Council Meeting

RECOMMENDED STAFF ACTION:

Approve the Ordinance rezoning the property from from "C-1" Local Commercial District to "I-1" Light Industrial District, and authorize staff to revise the Official Zoning Map of the City to reflect said change.

Fiscal Impact

Attachments

4041-A 02-12-2018 ORD Coppin
Site Plan/Notice

ORDINANCE NO. 4041-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 A TRACT OF LAND SITUATED IN THE SE/4 OF SECTION 3, TOWNSHIP 14 NORTH, RANGE 18 EAST OF THE INDIAN BASE AND MERIDIAN, MUSKOGEE COUNTY, STATE OF OKLAHOMA. CONTAINING 0.45 ACRES, MORE OR LESS, AND PROVIDING FOR SEVERABILITY.

MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SE1/4 OF SECTION 3; THENCE S1°23'05"E A DISTANCE OF 142.85 FEET TO THE POINT OF BEGINNING; THENCE S89°08'48"W A DISTANCE OF 238 FEET; THENCE S1°22'53"E A DISTANCE OF 188.45 FEET; THENCE N88°37'07"E A DISTANCE OF 38.00 FEET; THENCE N1°22'53"W A DISTANCE OF 125.00 FEET; THENCE N88°37'07"E A DISTANCE OF 200.00 FEET; THENCE N1°23'05"W A DISTANCE OF 61.26 FEET TO THE POINT OF BEGINNING. CONTAINING 0.45 ACRES, MORE OR LESS.

(PHILLIP AND PENNY COPPIN, APPLICANT)

FROM "C-1" LOCAL COMMERCIAL DISTRICT

TO

"I-1" LIGHT INDUSTRIAL DISTRICT

WHEREAS, the City of Muskogee Planning and Zoning Commission, in a meeting held FEBRUARY 5, 2018, 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: A TRACT OF LAND SITUATED IN THE SE/4 OF SECTION 3, TOWNSHIP 14 NORTH, RANGE 18 EAST OF THE INDIAN BASE AND MERIDIAN, MUSKOGEE COUNTY, STATE OF OKLAHOMA. FROM "C-1" LOCAL COMMERCIAL DISTRICT TO "I-1" LIGHT INDUSTRIAL 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.

Ordinance No. _____

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.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MUSKOGEE, OKLAHOMA, THIS 12TH DAY OF FEBRUARY 2018.

JOHN R. COBURN, MAYOR

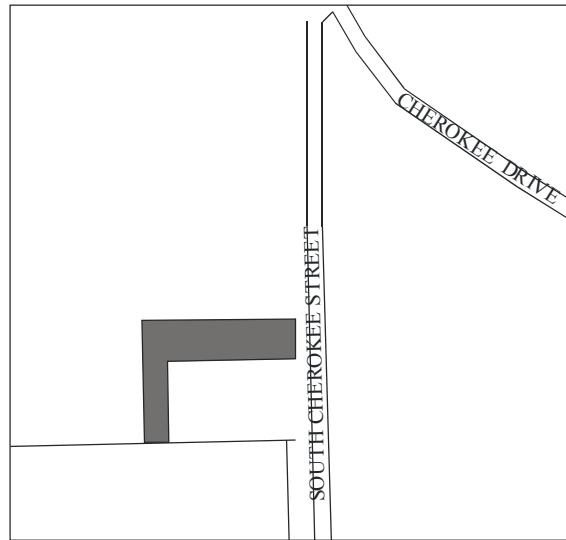
ATTEST:

TAMMY L. TRACY, CITY CLERK
(SEAL)

APPROVED as to form and legality this ____ day of _____, 2018.

ROY D. TUCKER, CITY ATTORNEY

Public Hearing Notice



Proposal: To rezone a tract of land situated in the SE/4 of Section 3, Township 14 North, Range 18 East of the Indian Base and Meridian, Muskogee County, State of Oklahoma, from “C-1” Local Commercial to “I-1” Light Industrial,

The property is more particularly described by metes and bounds as follows: Commencing at the Northeast corner of the SE1/4 of Section 3; thence S1°23'05"E a distance of 142.85 feet to the Point of Beginning; thence S89°08'48"W a distance of 238 feet; thence S1°22'53"E a distance of 188.45 feet; thence N88°37'07"E a distance of 38.00 feet; thence N1°22'53"W a distance of 125.00 feet; thence N88°37'07"E a distance of 200.00 feet; thence N1°23'05"W a distance of 61.26 feet to the Point of Beginning. Containing 0.45 acres, more or less.

Applicants: Phillip and Penny Coppin

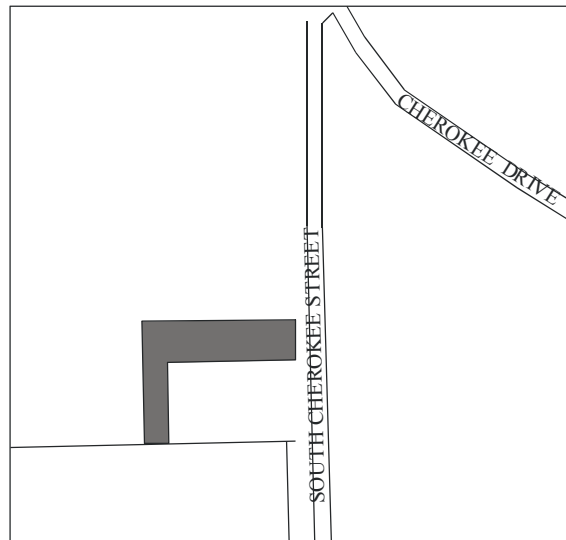
This notice is provided to property owners within 300 feet of the above site to inform them of the following public hearings regarding the above proposal:

February 5, 2018 at 9:00 a.m.: City of Muskogee Planning & Zoning Commission

February 5, 2018 at 5:30 p.m.: City of Muskogee Public Works Committee

February 12, 2018 at 5:30 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.



(Phillip and Penny Coppin, Applicants)

PUBLIC NOTICE

Notice is hereby given that on February 5, 2018, 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 February 5, 2018, at 5:30 p.m., by the Public Works Committee, and on February 12, 2018, at 5:30 p.m., by the City Council to consider an application to rezone property situated at the SE/4 of Section 3, Township 14 North, Range 18 East of the Indian Base and Meridian, Muskogee County, State of Oklahoma, from “C-1” Local Commercial to “I-1” Light Industrial,

The property is more particularly described by metes and bounds as follows:

Commencing at the Northeast corner of the SE1/4 of Section 3; thence S1°23'05"E a distance of 142.85 feet to the Point of Beginning; thence S89°08'48"W a distance of 238 feet; thence S1°22'53"E a distance of 188.45 feet; thence N88°37'07"E a distance of 38.00 feet; thence N1°22'53"W a distance of 125.00 feet; thence N88°37'07"E a distance of 200.00 feet; thence N1°23'05"W a distance of 61.26 feet to the Point of Beginning. Containing 0.45 acres, more or less.

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

Mark Luttrull, Chairman
City of Muskogee Planning & Zoning Commission

Regular City Council**11.**

Meeting Date: 02/12/2018
Initiator: Marsha Wiseman, Admin Assistant
Department: City Manager
Staff Information Source:

Information**AGENDA ITEM TITLE:**

Approval to authorize submission of Letters of Intent to the City of Muskogee Foundation for the upcoming grant cycle for City projects as follows: Depot District Development \$800,000.00; Parks and Recreation Maintenance Fund \$100,000.00; Hatbox Hangar Renovations Phase II \$400,000.00; Hatbox Livestock Show Arena \$750,000.00; Mobile Stage \$150,000.00; City-County Street Projects \$375,000.00; Juvenile/Adult Community Service \$137,565.00; Community Intervention Center \$152,777.00; Housing Rehab/Neighborhood Revitalization \$300,000.00; Restoration and Beautification \$150,000.00; Demolition Program \$200,000.00. (Mike Miller)

BACKGROUND:

Staff submits for Council consideration the following projects for LOI submission to the City of Muskogee Foundation (COMF)::

DEPOT DISTRICT DEVELOPMENT - \$800,000.00

Total project cost is \$1.2M. The request of the Foundation is for \$800,000.00 with a City match of \$160,000.00 (funded from designated trail funds) and an expected \$240,000.00 State grant. COMF funded design of the Depot District in 2016; this request is for the actual development costs of this urban park/gathering space.

PARK AND RECREATION MAINTENANCE FUND - \$100,000.00

Over the past several years, the City Muskogee Foundation has provided the resources to develop and renovate the City of Muskogee Parks system. Hundreds of thousands of dollars have been invested into playgrounds, splash pads, restrooms, trails and various park amenities. The Parks and Recreation Department would like to request an ongoing fund to support this investment in our park system. This request would provide funding for capital or extensive maintenance repairs to the park improvements made over the past several years. City resources are not always adequate to properly deal with unexpected repairs. The city will match this grant with approximately \$92,000 in city funding.

HATBOX HANGAR RENOVATIONS PHASE II - \$400,000.00

Hatbox renovations phase II would consist of renovating the “Box” hangar and “Hatbox Hall” (formerly the “Dance Building”) for a better multi-purpose use. Once renovated this multiuse space will make Hatbox field more attractive for user groups, in particular the RV rally business. This indoor venue could be rented for use as exhibit halls or very large banquet-style gatherings. Once renovated Hatbox Field will become an ideal venue for a multi-state regional RV Rallies. These rallies potentially bring 300-500 motor homes for a five (5) to seven (7) day stay, with an estimated economic impact of \$2 million per rally.

Hatbox Hall is in need of restroom renovations to meet handicap accessibility standards. It too, will become a key part of attracting RV Rallies to Muskogee.

HATBOX LIVESTOCK SHOW ARENA - \$750,000.00

With completion of the hangar renovations as a new livestock show venue, the proposed Show arena would be a 100 x 120' metal building to serve as a "Show Arena". The building would have a dirt floor along with spectator seating, restrooms and concession area included. This new building would include heat for winter use and would be connected with covered walkways to the existing hangars.

MOBILE STAGE - \$150,000.00

This request is for a self-contained mobile stage for use by Parks and Recreation especially at Hatbox Field and Honor Heights Park, but also as a community stage - in particular growing multiple downtown events.

CITY-COUNTY STREET PROJECTS - \$375,000.00

This project is a partnership with the County for improvement projects for streets that have shared City/County right-of-way. The two (2) streets targeted with this project are South York Street from Peak Boulevard to Smith Ferry Road (\$100,000.00) and East Hancock Road from Gulick Street to Three Mile Road (\$275,000.00).

JUVENILE/ADULT COMMUNITY SERVICE PROGRAM - \$137,564.64

The City of Muskogee City Attorney's Office is re-applying for funding to continue operating an adult and juvenile community service program for those who have been criminally charged and adjudicated through our municipal court program.

The Juvenile program has been run for four (4) full years with great success. The adult program has been operational for three years and appears to be of great benefit. The City Attorney's Office would like to continue both, and is requesting authority ask for the following:

Total Request: \$137,564.64

COMMUNITY INTERVENTION CENTER - \$152,777.47

The City of Muskogee City Attorney's Office is applying for funding to continue operating a Community Intervention Center (CIC). The CIC is a community-based partnership of the juvenile justice system providers who maximize resources through coordination, direct communication and non-duplicative efforts into a safe and secure centralized facility for the temporary detainment for juvenile arrested by law enforcement for misdemeanor and felony offenses.

Total Request:	\$50,925.83	City (Match)
	\$152,777.47	COMF

HOUSING REHAB/NEIGHBORHOOD REVITALIZATION - \$300,000.00

Housing Rehabilitation and Neighborhood Revitalization Program in the amount of \$300,000 (up to \$20,000 per dwelling) for exterior repairs to owner occupied structures within the Original Townsite, continuance of existing program.

RESTORATION & BEAUTIFICATION GRANT - \$150,000.00

This \$150,000.00 grant request is to encourage practical, but architecturally appropriate design of building façade renovations within the downtown area. This program will be for exterior facades, signs, windows and other exterior improvements. This would be a matching grant program, with the cost share on a 75/25 percent basis at a maximum grant amount of \$10,000. Due to the number of previous applications received as part of the Downtown Multi-Grant Program, where applications far exceeded available funding, we are requesting additional funds for façade improvements.

DEMOLITION PROGRAM - \$200,000.00

\$200,000.00 is requested to demolish up to 60 structures and abate properties through code enforcement efforts. This grant will allow the City to use CDBG funds for needed infrastructure projects such as water, sewer, street and sidewalk improvements in place of demolition. The use of non-federal funds towards demolition will speed up our current demolition process and allow for removal of severely dilapidated houses in a more streamlined manner. The city will match this grant with \$50,000.

RECOMMENDED ACTION:

Approve request to submit Letters of Intent to City of Muskogee Foundation.

Fiscal Impact

Attachments

City 2018 LOI Proposals

2018 LOI – DEPOT DISTRICT DEVELOPMENT - \$800,000

A vision for Depot District Development began years ago when AIM conducted a survey of Muskogee citizens and 92% of the respondents felt like developing cultural and arts opportunities are important. 46.8% of those surveyed said the preferred site of these cultural and art activities would be our "Depot District".

In researching other cultural districts, a commonality is their inclusion of a gathering space or green space. The City already owns the property we will use to develop. With the assistance of the City of Muskogee Foundation in 2016, design firm PDG put our vision on paper. Each of the involved entities met with the planners and their input has been incorporated. The pieces of the project include erecting covered areas, landscaping, sidewalks, a water element, public restrooms, food truck accessibility and expansion of the current trail to Main Street. A growing number of runners, walkers and bicyclists use the trail as an entry and exit spot. The covered areas will lend themselves to groups wishing to gather before events or the creation of different events. The additional parking, along Elgin, would accommodate those groups. Plans include erecting an addition to the Three Rivers Museum on the East side to hold the renovated Trolley.

Project cost is \$1.2M. This request of the Foundation is for \$800,000 with a City match of \$160,000 (funded from designated trail funds) and an expected \$240,000 state grant.

2018 LOI – PARK AND RECREATION MAINTENANCE FUND - \$100,000

Over the past several years, the City Muskogee Foundation has provided the resources to develop and renovate the City of Muskogee Parks system. Hundreds of thousands of dollars have been invested into playgrounds, splash pads, restrooms, trails and various park amenities. The Parks and Recreation Department would like to request an ongoing fund to support this investment in our park system. This request would provide funding for capital or extensive maintenance repairs to the park improvements made over the past several years. City resources are not always adequate to properly deal with unexpected repairs. The city will match this grant with existing city funds of more than \$30,000.

2018 LOI – HATBOX HANGAR RENOVATIONS PHASE II - \$400,000

Hatbox renovations phase II would consist of renovating the "Box" hangar and "Hatbox Hall" (formerly the "Dance Building") for a better multi-purpose use. For safety reasons the large 18' tall steel doors with glass should be removed. The intent will be to replace these doors with overhead doors with an effort to replicate the architecture style of the airport hangar. By replacing the windows and doors, HVAC becomes feasible, making this unique 10,000 square foot building usable year around.

Once renovated this multiuse space will make Hatbox field more attractive for user groups, in particular the RV rally business. This indoor venue could be rented for use as exhibit halls or very large banquet-style gatherings. Once renovated Hatbox Field will become an ideal venue for a multi-state regional RV Rallies. These rallies potentially bring 300-500 motor homes for a 5-7 day stay, with an economic impact of \$2 million per rally.

Hatbox Hall is in need of restroom renovations to meet handicap accessibility standards. It too, will become a key part of attracting RV Rallies to Muskogee.

2018 LOI – HATBOX LIVESTOCK SHOW ARENA - \$750,000

With completion of the hangar renovations as a new livestock show venue, the proposed Show arena would be a 100 x 120' metal building to serve as a "Show Arena". The building would have a dirt floor along with spectator seating, restrooms and concession area included. This new building would include heat for winter use and would be connected with covered walkways to the existing hangars.

2018 LOI – MOBILE STAGE - \$150,000

This request is for a self-contained mobile stage for use by Parks and Recreation especially at Hatbox Field and Honor Heights Park, but also as a community stage - in particular growing multiple downtown events.

2018 LOI – CITY-COUNTY STREET PROJECTS - \$375,000

This project is a partnership with the County for improvement projects for streets that have shared City/County right-of-way. The two streets targeted with this project are South York Street from Peak Boulevard to Smith Ferry Road and East Hancock Road from Gulick Street to Three Mile Road.

South York Street from Peak Boulevard to Smith Ferry Road is in rough condition mainly due to variances in subgrade conditions causing a “roller coaster” type ride along with large potholes throughout. The county has agreed to partner on the project by completing the work with their forces and allowing the City to participate by splitting the overall costs 50/50. The plan will be to rework the subgrade and stabilize it prior to applying a two-inch asphalt overlay. This area receives a significant number of complaints compared to other areas within the City. The total cost of this part of the project for the City's portion is \$100,000.

East Hancock Road from Gulick Street to Three Mile Road is a long stretch of roadway that ownership varies from City to County throughout. The plan is to repair all soft spots and overlay with two inches of asphalt. One bridge near Virginia Street that needs repair/replacement, which is wholly within the City limits. The cost for the bridge repair/replacement would be all City cost. This is another area that receives significant citizen complaints. Cost of this piece of the project for the City is estimated at \$200,000 for the street and \$75,000 for the bridge, with the City providing matching funds for the bridge.

The total amount requested for this grant is \$375,000 which when leveraged with the County's work will result in the completion of much needed repair on five miles of roadway

2017 LOI – JUVENILE/ADULT COMMUNITY SERVICE PROGRAM - \$86,808.64

The City of Muskogee City Attorney's Office is re-applying for funding to continue operating an adult and juvenile community service program for those who have been criminally charged and adjudicated through our municipal court program.

The community service program has been managed by the City Attorney's office and the juvenile program has been operated by Muskogee County Council on Youth Services with funding provided by the foundation. Statistically, there are generally 30 new juvenile cases filed in our court per month. On either a plea or finding of guilty, the juvenile is assessed a range of 20 to 45 hours of community service depending on the nature of the charge. Juveniles must complete these hours before the juvenile being released from court supervision. Adults, on the other hand, are given the option to pay the fine or to work it off through community service. Many adults in this program are unable to pay the assessed fine, and as a result warrants are issued and the adult offender may spend several days sitting out his or her fine in jail by receiving credit of \$50 per day. This is not optimal as the City is charged per inmate per day for the housing and feeding. Not only is the City losing the revenue from the fine, but we are actually expending money to keep the inmate in jail. Continuing this program keeps offenders out of jail and allows the City to receive substantial benefit from cleaner roads, property, etc.

The Juvenile program has been run for four full years with great success. The adult program has been operational for three years and appears to be of great benefit. The City Attorney's Office would like to continue both, and is requesting authority ask for \$86,808.64 to fund this program.

2018 LOI – CRISIS INTERVENTION CENTER - \$152,777.47

The City of Muskogee City Attorney's Office is applying for funding to continue operating a Community Intervention Center (CIC). The CIC is a community-based partnership of the juvenile justice system providers who maximize resources through coordination, direct communication and non-duplicative efforts into a safe and secure centralized facility for the temporary detainment for juvenile arrested by law enforcement for misdemeanor and felony offenses.

The City's funding comes from two sources: juvenile fines and juvenile alcohol fines. No additional contributions are allocated from the Office of Juvenile Affairs; however, the Board of County Commissioners does provide the room for center use at no cost.

Total Request:	\$50,925.83	City (Match)
	\$152,777.47	COMF

2018 LOI – HOUSING REHAB/NEIGHBORHOOD REVITALIZATION - \$300,000

Housing Rehabilitation and Neighborhood Revitalization Program in the amount of \$300,000 (up to \$20,000 per dwelling) for exterior repairs to owner occupied structures within the Original Townsite, continuance of existing program.

2018 LOI – RESTORATION & BEAUTIFICATION GRANT - \$150,000

This \$150,000 grant request is to encourage practical, but architecturally appropriate design of building façade renovations within the downtown area. This program will be for exterior facades, signs, windows and other exterior improvements. This would be a matching grant program, with the cost share on a 75/25 percent basis at a maximum grant amount of \$10,000. Due to the number of previous applications received as part of the Downtown Multi-Grant Program, where applications far exceeded available funding, we are requesting additional funds for façade improvements.

2018 LOI – DEMOLITION PROGRAM - \$200,000

\$200,000 is requested to demolish up to 60 structures and abate nuisance properties. This grant will allow the City to use CDBG funds for needed infrastructure projects such as water, sewer, street and sidewalk improvements in place of demolition. The use of non-federal funds towards demolition will speed up our current demolition process and allow for removal of severely dilapidated houses in a more streamlined manner. The city will pledge an additional \$50,000 as a match for this project.

Regular City Council**12.****Meeting Date:** 02/12/2018**Submitted For:** Mike Miller, City Manager**Initiator:** Mike Miller, City Manager**Department:** City Manager**Staff Information Source:**

Information**AGENDA ITEM TITLE:**

Discuss and consider approval of City Council support for submission of a Letter of Intent to the City of Muskogee Foundation to be submitted by the Muskogee Media Institute for the upcoming grant cycle, or take other necessary action. (Mike Miller)

BACKGROUND:

Muskogee Media Institute will train students through a state authorized twelve-month accelerated program in social media, video content production, web production, and Virtual Reality content--all in a real-world atmosphere. Additionally, participants in the program will highlight local businesses and increase tourism in Muskogee by utilizing 21st century communication technology. The MMI program also provides its participants with organizational collaboration including hands-on job experiences through paid summer internships with local businesses and agencies. MMI will utilize local resources, i.e., a television lab and computer lab already available at Muskogee High School. The curriculum will reflect for-profit as well as non-profit institutions, which are shaping the future of Muskogee.

MMI has committed to using their program participants to help tell Muskogee's positive story, and will work with city staff to identify programs or activities that the public needs to know more about.

RECOMMENDED ACTION:

Recommend approval.

Fiscal Impact**Attachments**

No file(s) attached.

Regular City Council**13.****Meeting Date:** 02/12/2018**Submitted For:** Roy Tucker, City Attorney**Initiator:** Leslie Arnold,
Attorney Secretary**Department:** City Attorney**Staff Information Source:** City Attorney; Mayor

Information**AGENDA ITEM TITLE:**

Discuss and consider approval of the appointment of Toni Bradley-Smith as First Alternate Municipal Judge and Juvenile Judge, to serve a full two (2) year term, effective July 1, 2017 through January 31, 2020, unless sooner removed for cause pursuant to Sections 34-89 of the Muskogee City Code, or take other necessary action. (Mayor Bob Coburn)

BACKGROUND:

The Mayor of the City of Muskogee is responsible for nominating judges to the Municipal Court. I do hereby nominate First Alternate Judge and Juvenile Judge Toni Bradley-Smith to serve a full two year term.

RECOMMENDED ACTION:

Approve the appointment of Toni Bradley-Smith as First Alternate Municipal Judge and Juvenile Judge, to serve a full two year term, beginning February 1, 2018 and ending January 31, 2020, unless sooner removed for cause pursuant to Sections 34-89 of the Muskogee City Code.

Fiscal Impact**Attachments**Agreement

EMPLOYMENT AGREEMENT FOR FIRST ALTERNATE JUDGE

THIS AGREEMENT is made and entered into this _____ day of _____, 2018, by and between the City of Muskogee, Oklahoma, a municipal corporation, acting by and through its duly elected Mayor and Councilmembers, hereinafter called "City," and Toni-Bradley Smith, hereinafter called "Smith".

RECITALS

WHEREAS, City desires to employ the services of Toni-Bradley Smith as First Alternate Municipal Judge and Juvenile Judge of the City of Muskogee, Oklahoma as provided by Section 34-87 of the Muskogee City Code, 2008, as now provided or as may hereafter be amended; and

WHEREAS, it is the desire of the City to provide certain benefits, establish certain conditions of employment and set working conditions of Smith; and,

WHEREAS, Toni-Bradley Smith desires to accept employment as First Alternate Municipal Judge and Juvenile Judge of said City of Muskogee, Oklahoma.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, City and Smith agree as follows:

I. APPOINTMENT

City hereby appoints and employs Toni-Bradley Smith as First Alternate Municipal Judge and Juvenile Judge of City of Muskogee, Oklahoma, to perform the functions and duties specified in Chapter 34 of the Muskogee City Code, 2008 as now provided or as may hereafter be amended in the absence of the Municipal Judge. As First Alternate Judge, Smith will be offered the first choice as sitting Municipal Judge in the absence of the duly appointed Municipal Judge.

II. TERM

2.01. The term of this Agreement shall commence on February 1, 2018, and shall expire on January 31, 2020.

2.02. Pursuant to Section 34-87 the Mayor may nominate Toni-Bradley Smith to serve an additional term subject to approval of the City Council as provided in said section. Prior to January 31, 2018, the City Council and Smith may agree in writing to the terms and conditions of any such renewal or modification of this Agreement.

III. TERMINATION

3.01. This Agreement may be terminated by the City and Smith may be removed from office only for cause in the manner prescribed in Section 34-89, Muskogee City Code, 2008, as now provided or as may hereafter be amended.

3.02. Further, this Agreement may be terminated by Smith, prior to the expiration date hereof, by the Smith's filing a written notice of intent to resign, provided that said written notice of intent to resign shall be filed with the Mayor of the City of Muskogee at least thirty (30) calendar

days prior to the effective date of such resignation. Smith shall not receive any additional remuneration or benefits under this Agreement from and after the effective date of the Smith's resignation.

IV. REMUNERATION AND BENEFITS

4.01. During the term of this Agreement the City agrees to provide Smith remuneration and benefits as follows:

(a) Compensation. At any time in which Smith sits as the Municipal Judge she shall receive compensation in the following form, payable in bi-weekly payments coinciding with the payroll cycle of the City of Muskogee employees:

- (1) \$38.17 per day when arraignments are held; and
- (2) \$89.05 per day when both arraignments and trials are held.

(b) Compensation and Additional Jobs. Smith shall receive no other compensation for the position of First Alternate Municipal Judge of the City of Muskogee except as here above provided.

(c) Compensation. At any time in which Smith sits as the Juvenile Judge she shall receive compensation in the following form, payable in bi-weekly payments coinciding with the payroll cycle of the City of Muskogee employees:

\$85.00 per hour

(d) Compensation and Additional Jobs. Smith shall receive no other compensation for the position of Juvenile Judge of the City of Muskogee except as here above provided.

(e) Workers Compensation and Liability. For the purposes of this agreement Smith shall be considered an employee of the City of Muskogee for inclusion within the terms and limitations of liability of the Oklahoma Governmental Tort Claims Act. Smith shall be an employee as defined in Title 85, Oklahoma Statutes, should an on the job injury occur while on the premises of the City.

V. EVALUATION

The City Council may review and evaluate the performance of Smith during the term of this Agreement in Executive Session. Said review and evaluations may be conducted once each year. The Council shall provide Smith an adequate opportunity to discuss her evaluation with the Council. In effecting the provisions of this section, the City Council and Smith mutually agree to abide by the provisions of applicable laws.

VI. REPORTS

Smith shall submit a written or oral report to the City Council upon request during the term of this Agreement. Such report will include information on the Municipal Court as deemed appropriate by the Mayor, the Council or the Municipal Judge.

VII. WRAP UP

Smith shall not be permitted to practice law which would be in conflict or create a conflict of interest as defined by applicable state statute and the Oklahoma Rules of Professional Conduct of the Oklahoma Bar Association with her employment with the City of Muskogee after her acceptance of this appointment

IN WITNESS WHEREOF, the City of Muskogee has caused this Agreement to be signed and executed in its behalf by its Mayor and duly attested by its City Clerk and Smith has signed and executed this Agreement the day and year first above written.

CITY OF MUSKOGEE, OKLAHOMA
A Municipal Corporation,

BY:

JOHN R. COBURN, MAYOR

ATTEST:

TAMMY L. TRACY, CITY CLERK

Approved as to form and legality this ____ day of _____, 2018.

ROY D. TUCKER
CITY ATTORNEY

TONI-BRADLEY SMITH, FIRST ALTERNATE
MUNICIPAL JUDGE & JUVENILE JUDGE

Regular City Council**14.****Meeting Date:** 02/12/2018**Submitted For:** Roy Tucker, City Attorney**Initiator:** Leslie Arnold,
Attorney Secretary**Department:** City Attorney**Staff Information Source:** City Attorney; Mayor

Information**AGENDA ITEM TITLE:**

Discuss and consider approval of the reappointment of Drew Wilcoxon, as Second Alternate Municipal Judge, to serve a full two (2) year term, beginning February 1, 2018 and ending January 31, 2020, unless sooner removed for cause pursuant to Sections 34-89 of the Muskogee City Code, or take other necessary action. (Mayor Bob Coburn)

BACKGROUND:

The Mayor of the City of Muskogee is responsible for nominating judges to the Municipal Court. I do hereby nominate incumbent Second Alternate Judge Drew Wilcoxon to serve a full two year term.

RECOMMENDED ACTION:

Approve the appointment of Drew Wilcoxon as Second Alternate Municipal Judge, to serve a full two year term, beginning February 1, 2018 and ending January 31, 2020, unless sooner removed for cause pursuant to Sections 34-89 of the Muskogee City Code.

Fiscal Impact**Attachments**Agreement

EMPLOYMENT AGREEMENT FOR SECOND ALTERNATE JUDGE

THIS AGREEMENT is made and entered into this _____ day of _____, 2018, by and between the City of Muskogee, Oklahoma, a municipal corporation, acting by and through its duly elected Mayor and Councilmembers, hereinafter called "City," and Drew Wilcoxen, hereinafter called "Wilcoxen".

RECITALS

WHEREAS, City desires to employ the services of Drew Wilcoxen as Second Alternate Municipal Judge of the City of Muskogee, Oklahoma as provided by Section 34-87 of the Muskogee City Code, 2005, as now provided or as may hereafter be amended; and

WHEREAS, it is the desire of the City to provide certain benefits, establish certain conditions of employment and set working conditions of Wilcoxen; and,

WHEREAS, Drew Wilcoxen desires to accept employment as Second Alternate Municipal Judge of said City of Muskogee, Oklahoma.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, City and the Wilcoxen agree as follows:

I. APPOINTMENT

City hereby appoints and employs Drew Wilcoxen as Second Alternate Municipal Judge of City of Muskogee, Oklahoma, to perform the functions and duties specified in Chapter 34 of the Muskogee City Code, 2005 as now provided or as may hereafter be amended in the absence of the Municipal Judge. As Second Alternate Judge, Wilcoxen will be offered the second choice as sitting Municipal Judge in the absence of the duly appointed Municipal Judge, and upon the declination of the First Alternate Judge.

II. TERM

2.01. The term of this Agreement shall commence on February 1, 2018, and shall expire on January 31, 2020.

2.02. Pursuant to Section 34-87 the Mayor may nominate Drew Wilcoxen to serve an additional term subject to approval of the City Council as provided in said section. Prior to January 31, 2018, the City Council and Wilcoxen may agree in writing to the terms and conditions of any such renewal or modification of this Agreement.

III. TERMINATION

3.01. This Agreement may be terminated by the City and Wilcoxen may be removed from office only for cause in the manner prescribed in Section 34-89, Muskogee City Code, 2005, as now provided or as may hereafter be amended.

3.02. Further, this Agreement may be terminated by Wilcoxen, prior to the expiration date hereof, by the Wilcoxen's filing a written notice of intent to resign, provided that said written notice

of intent to resign shall be filed with the Mayor of the City of Muskogee at least thirty (30) calendar days prior to the effective date of such resignation. Wilcoxen shall not receive any additional remuneration or benefits under this Agreement from and after the effective date of the Wilcoxen's resignation.

IV. REMUNERATION AND BENEFITS

4.01. During the term of this Agreement the City agrees to provide Wilcoxen remuneration and benefits as follows:

(a) Compensation. At any time in which Wilcoxen sits as the Municipal Judge he shall receive compensation in the following form, payable in bi-weekly payments coinciding with the payroll cycle of the City of Muskogee employees:

- (1) \$38.17 per day when arraignments are held; and
- (2) \$89.05 per day when both arraignments and trials are held.

(b) Compensation and Additional Jobs. Wilcoxen shall receive no other compensation for the position of Second Alternate Municipal Judge of the City of Muskogee except as here above provided.

(c) Workers Compensation and Liability. For the purposes of this agreement Wilcoxen shall be considered an employee of the City of Muskogee for inclusion within the terms and limitations of liability of the Oklahoma Governmental Tort Claims Act. Wilcoxen shall be an employee as defined in Title 85, Oklahoma Statutes, should an on the job injury occur while on the premises of the City.

V. EVALUATION

The City Council may review and evaluate the performance of Wilcoxen during the term of this Agreement in Executive Session. Said review and evaluations may be conducted once each year. The Council shall provide Wilcoxen an adequate opportunity to discuss his evaluation with the Council. In effecting the provisions of this section, the City Council and Wilcoxen mutually agree to abide by the provisions of applicable laws.

VI. REPORTS

Wilcoxen shall submit a written or oral report to the City Council upon request during the term of this Agreement. Such report will include information on the Municipal Court as deemed appropriate by the Mayor, the Council or the Municipal Judge.

VII. WRAP UP

Wilcoxen shall not be permitted to practice law which would be in conflict or create a conflict of interest as defined by applicable state statute and the Oklahoma Rules of Professional Conduct of the Oklahoma Bar Association with his employment with the City of Muskogee after his acceptance of this appointment

IN WITNESS WHEREOF, the City of Muskogee has caused this Agreement to be signed and executed in its behalf by its Mayor and duly attested by its City Clerk and Wilcoxon has signed and executed this Agreement the day and year Second above written.

CITY OF MUSKOGEE, OKLAHOMA
A Municipal Corporation,

BY: _____
JOHN R. COBURN, MAYOR

ATTEST:

TAMMY L. TRACY, CITY CLERK

Approved as to form and legality this _____ day of _____, 2018.

ROY D. TUCKER
CITY ATTORNEY

DREW WILCOXEN, SECOND ALTERNATE MUNICIPAL JUDGE

Regular City Council**15.****Meeting Date:** 02/12/2018**Submitted For:** Roy Tucker, City Attorney**Initiator:** Roy Tucker, City Attorney**Department:** City Attorney**Staff Information Source:**

Information**AGENDA ITEM TITLE:**

Consider approval of an Amended Interlocal Agreement between the City and the Board of County Commissioners for Muskogee County for the hanger renovation project at the Love-Hatbox Sports Complex, or take other necessary action. (Roy D. Tucker)

BACKGROUND:

The Interlocal Agreement was adopted by both the City and the County on January 22. The agreement was forwarded to the Attorney General for his review and approval. On February 6, we received a letter from the AG's Office requested one modification to the agreement. In particular, the AG required agreement be amended to establish a provision for an administrator or board to conduct the project. That modification is incorporated into the attached amended agreement, and has received preliminary approval from the AG. The County will consider the Amended Interlocal agreement at its Monday meeting as well.

RECOMMENDED ACTION:

Approve the Amended Interlocal Agreement.

Fiscal Impact**Attachments**

Amended Interlocal Agreement

Redline

AMENDED INTERLOCAL AGREEMENT

THIS AMENDED AGREEMENT is entered into by and between
the following parties:

The BOARD OF COUNTY COMMISSIONERS of Muskogee
County, Oklahoma ("County"), and,

The CITY OF MUSKOGEE, Oklahoma, a municipal corporation ("City").

WHEREAS, the Oklahoma Statutes provide general authority for counties and municipalities to enter into agreements with each other for their mutual benefit; and,

WHEREAS, the Interlocal Cooperation Act, 74 OKLA. STAT. §§ 1001-1008 ("Interlocal Act"), "permit[s] local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage." Id. § 1001; and,

WHEREAS, the City has hosted regional livestock shows at the Muskogee Fair Grounds for many years; however, within the last decade, the barns and area surrounding have fallen into disrepair, and the utility of the property has been repurposed for another governmental purpose;

WHEREAS, both the City and the County find that in an effort to enhance, improve and increase agricultural and ranching education and exposition within the region, a new venue should be constructed at a more suitable location for such activities, with more ample available parking, as well as, increased ease of access, visibility and proximity to state highways ("the Project");

WHEREAS, the Project, to be located at the Love-Hatbox Sports Complex within the City, will allow improved and expanded opportunities for participation in the ongoing agricultural and ranching events, providing significant economic benefits to the City and County, as well as, educational opportunities for their citizens;

WHEREAS, the City and the County find that a partnership under the Interlocal Act would provide the best opportunity for the pooling of resources of each party for the success of the Project;

WHEREAS, the governing bodies of the parties herein wish to execute the agreement in order to facilitate the proposed partnership.

THEREFORE, the parties do hereby enter into this Agreement to cooperatively facilitate the construction of a new venue housed within the City at the Love-Hatbox Sports Complex as outlined below:

1. The City shall perform all necessary planning, funding and primary construction for the project on land it already owns, subject to the County's contribution identified in paragraph 3.
2. The City and the County each agree to appoint necessary and qualified staff to coordinate the day-to-day needs of the project with the appropriate level of authority to fully administer this agreement in accordance with 74 OKLA. STAT. §1004(D).
3. The County contribution to the project will be in the manner of providing labor, equipment and materials to include:
 - a. Grading of the livestock show area within the Project, including gravel and turf areas shown on attached Exhibit A, as needed.
 - b. Transport of approximately 350 cubic yards wood chips and approximately 100 cubic yards of soil in and around the livestock show area of the Project, as identified by the City.
 - c. Setup and tear down of approximately 550, 5'x5' cattle pens and tie out panels.
 - d. Other labor and equipment as become known to the parties through the design and planning process of the project.

All other work toward the project shall be completed by the City.

4. The parties agree there will be an authorized point of contact during the planning and implementation of this agreement.
5. The parties further agree that the terms of this Agreement are not assignable to another party without the express written consent of the parties to this Agreement.
6. The parties agree that no real or personal property shall be acquired jointly during the course of this Agreement. Any property individually acquired by a party to this Agreement shall remain the property of that party upon termination of this Agreement.

7. This Agreement shall be in force and effect from the date all parties have signed it and the Attorney General has approved it, as provided in Title 74, Oklahoma Statutes, Section 1004(f) and shall expire June 30, 2018. This Agreement shall automatically renew at the end of each current fiscal year for an additional one-year period unless: i) either of the parties takes appropriate affirmative action as provided herein to terminate this Agreement, or, ii) if either party fails the necessary funding allocation. In accordance with this paragraph, either party may terminate this agreement upon 60 days' written notice to the other party. Notice will be deemed given is sent by regular mail to the governing body of the party to this Agreement.
8. The parties agree that this written Agreement contains the entire agreement between the parties, and that it cannot be modified except by a written instrument executed by the parties.
9. A copy of this Agreement shall be submitted to the Attorney General's Office, State of Oklahoma, for his approval as required by law.

DATED this ____ day of _____, 2018.

[Signature pages to follow]

**BOARD OF COUNTY COMMISSIONERS,
MUSKOGEE COUNTY, OKLAHOMA**

Chairman Ken Doke, District 1

Stephen Wright, District 2

Kenny Payne, District 3

Attest:

Dianna Cope, County Clerk

Approved as to form and legality this 12th day of February, 2018.

Orvil Loge, District Attorney

CITY OF MUSKOGEE, OKLAHOMA

John R. Coburn, Mayor

Attest:

(Seal)

Tammy L. Tracy, City Clerk

Approved as to form and legality this 12th day of February, 2018.

Roy D. Tucker, City Attorney

APPROVED BY ATTORNEY GENERAL

APPROVED THIS ____ day of _____, 2018, by the Office of the
Attorney General, State of Oklahoma.

Mike Hunter, Attorney General for the
State of Oklahoma

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 - a. Grading of the livestock show area within the Project, including gravel and turf areas shown on attached Exhibit A, as needed.
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DATED this ____ day of _____, 2018.

[Signature pages to follow]

**BOARD OF COUNTY COMMISSIONERS,
MUSKOGEE COUNTY, OKLAHOMA**

Chairman Ken Doke, District 1

Stephen Wright, District 2

Kenny Payne, District 3

Attest:

Dianna Cope, County Clerk

Approved as to form and legality this 12th day of February, 2018.

Orvil Loge, District Attorney

CITY OF MUSKOGEE, OKLAHOMA

John R. Coburn, Mayor

Attest:

(Seal)

Tammy L. Tracy, City Clerk

Approved as to form and legality this 12th day of February, 2018.

Roy D. Tucker, City Attorney

APPROVED BY ATTORNEY GENERAL

APPROVED THIS _____ day of _____, 2018, by the Office of the
Attorney General, State of Oklahoma.

Mike Hunter, Attorney General for the
State of Oklahoma

Regular City Council**16.****Meeting Date:** 02/12/2018**Submitted For:** Rex Eskridge, Police**Initiator:** Gayle Johnson,
Chief Secretary**Department:** Police**Staff Information Source:**

Information**AGENDA ITEM TITLE:**

Consider approval of a reimbursement contract between Department of Environmental Quality (DEQ) and the City of Muskogee for a program called The Elysium Project. (Rex Eskridge)

BACKGROUND:

The Oklahoma Department of Environmental Quality and the grant writers at Neighbors Building Neighborhoods have worked with Muskogee PD to gain funding for this project. A tentative contract has been arranged for the reimbursement for up to \$42,000 worth of equipment, salary, and disposal fees. All that is required now is approval from the city council to proceed with the project.

For those who are not familiar with the Elysium Project it is a cleanup program designed to help reduce solid waste and overgrown vegetation within the City of Muskogee. So far it's primary targeted area has been the Reeves Addition along Shawnee. The cleanup helps fight blight and urban decay while also instilling pride in the local residents who reside in the area.

RECOMMENDED ACTION:

Approve the reimbursement contract between DEQ and the City of Muskogee in order to fund The Elysium Project and have a larger impact on trash and blight in our city.

Fiscal Impact**Attachments**Elysium Contract

Community Based Environmental Protection Projects

Request to enter contract for reimbursement

The Oklahoma Department of Environmental Quality (DEQ) has the jurisdictional area of environmental responsibility over the prevention, control and abatement of pollution caused by solid waste which presents a threat to human health or the environment, under provisions of 27A O.S. § 1-3-101 and 27A O.S. § 2-10-202; and

The Executive Director of DEQ is authorized under the provisions of 27A O.S. §§ 2-3-201 and 2-3-202 to enter into contracts for the purpose of carrying out any of the purposes, objectives or provisions of the Environmental Quality Code, Title 27A of the Oklahoma Statutes, for which DEQ has jurisdiction.

DEQ is authorized under the provisions of 27A O.S. § 2-10-802(C) to expend funds and enter into contracts with units of local government and political subdivisions of this State for purposes of administering the Oklahoma Solid Waste Management Act. Funding is limited.

The following information must be provided to enter into before a contract for reimbursement will be considered.

1. Name of organization: _____

2. Contact information for organization

a. Name: _____

b. Phone number: _____ Fax: _____

c. Email address: _____

d. Mailing address: _____

3. Signatory Authority for organization (has legal authority to sign contract with DEQ)

a. Name: _____

b. Phone number: _____ Fax: _____

c. Email address: _____

d. Mailing address: _____

4. Project Description. (may attach additional pages as necessary):

At a minimum describe:

- a. What type of solid waste will be managed with this project?
- b. Will funding be used to purchase equipment and/or supplies? If so describe.
- c. Will funding be used to pay for labor?
- d. What is the total cost of the program?
- e. How much of total program cost will be requested for reimbursement?
- f. Who will be served by the program (identify and quantify)?
- g. How long will program remain in place?
- h. What is the environmental benefit of this project? (e.g. waste reduction, resource conservation, pollution prevention, litter abatement, education) ?
- i. How will benefits be quantified?
- j. Are you partnering with anyone else to implement this program?

Return information to:

Oklahoma Department of Environmental Quality
Attn: Patrick Riley, Land Protection Division
P.O. Box 1677
Oklahoma City, OK 73101-1677
Phone: 405-702-5100
Fax: 405-702-5101
Email: patrick.riley@deq.ok.gov

Regular City Council**17. A.****Meeting Date:** 02/12/2018**Submitted For:** Roy Tucker, City Attorney**Initiator:** Roy Tucker, City Attorney**Department:** City Attorney**Staff Information Source:**

Information**AGENDA ITEM TITLE:**

Pursuant to Section 307 B.1, Title 25, Oklahoma Statutes, consider convening in Executive Session to discuss the employment and evaluate the performance of Municipal Judge, Bret Smith, and if necessary, take appropriate action in open session, including consideration of the reappointment of Judge Smith to serve a two year term, ending January 31, 2020. (Mayor Bob Coburn)

BACKGROUND:

There was an error in the agenda when this item was considered at the February 5, 2018 Special Call Council meeting. Specifically, the statutory authority for convening in executive session was not identified in the agenda title. Although the context was clear, as it was included with three other items related to the employment of Council appointees under 25 O.S. 307 B.1, out of an abundance of caution the item requires reconsideration.

RECOMMENDED ACTION:

Convene in executive session, and if necessary, consider the reappointment of Judge Smith for a two-year term.

Fiscal Impact**Attachments**

No file(s) attached.
