

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**  
**July 9, 2018**

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

INVOCATION - COUNCILOR JAIME STOUT

FLAG SALUTE - MAYOR BOB COBURN

ROLL CALL - MAYOR BOB COBURN

**PRESENTATION OF KEY TO THE CITY TO RETIRING POLICE CHIEF REX ESKRIDGE**

APPROVAL OF MINUTES: CITY COUNCIL REGULAR SESSION JUNE 25, 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 June 14, 2018 through June 27, 2018.
2. Approval of a three (3) year agreement with Kansas City Aerosports to supply ballooning activities for the proposed Oklahoma Festival of Ballooning to be held at Hatbox Field, or take other necessary action. (Mark Wilkerson)

3. Approval of an Amended Plat of York 1st Addition, consisting of two (2) lots on 2.22 acres, located at 100 N. York Street, or take other necessary action. (Gary D. Garvin)

THE SOUTH 250.00 FEET OF THE NORTH 661.00 FEET OF THE EAST 230.50 FEET OF THE WEST 270.50 FEET OF LOT 3 (NW/4 NW/4) OF SECTION 31, T15N, R19E, OF THE I.B.&M., MUSKOGEE COUNTY, STATE OF OKLAHOMA.

AND

THE EAST 154.50 FEET OF THE WEST 425.00 FEET OF THE SOUTH 250.00 FEET OF THE NORTH 661.00 FEET OF LOT 3 (NW/4 NW/4) IN SECTION 31, T15N, R19E OF THE I.B. & M., MUSKOGEE COUNTY, STATE OF OKLAHOMA.

CONTAINING A TOTAL OF 2.22 ACRES, MORE OR LESS.

AKA, LOTS 1 AND 2, YORK 1ST ADDITION.

### **REGULAR AGENDA**

4. Consider approval of Ordinance No. 4050-A accepting the terms and conditions of Amendment No. 5 to the Muskogee War Memorial Park Authority Trust instrument, or take other necessary action. (Councilor Jaime Stout)
5. Receive presentation proclaiming August 7, 2018 as "National Night Out 2018," and authorize the City's participation in the program, or take other necessary action. (Rex Eskridge)
6. Consider approval of Resolution No. 2733 authorizing participation in the Oklahoma Mutual Assurance Group Recognition Program, or take other necessary action. (Roy D. Tucker)
7. Consider approval to submit a BUILD grant application for the Muskogee Main Street Connections Complete Street Project, or take other necessary action. (Greg Riley)
8. Consider approval of an amended lease for an extended term of twenty-five (25) years between the City of Muskogee and the Oklahoma Department of Rehabilitation Service, beginning on July 9, 2018, for the property commonly known as Civitan Park, or take other necessary action. (Roy D. Tucker)
9. Consider approval of the recommendation by the City of Muskogee Foundation Board of Directors reappointing Earnie Gilder to serve a one (1) year term as Board Chair beginning August 1, 2018 and ending July 31, 2019, or take other necessary action. (Mike Miller)
10. Consider approval of the appointment of Julie Watson-Ledbetter to the Wellness Initiative Coalition Board to serve a four year term beginning August 1, 2018 and ending July 31, 2022, or take other necessary action. (Mayor Bob Coburn)

## **RECOGNIZE CITIZENS WISHING TO SPEAK TO THE MAYOR AND COUNCIL.**

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

11. Consider an Executive Session to discuss and take possible action on the following
  - a. Pursuant to Section 307 B.3 and C.10, Title 25, Oklahoma Statutes, consider convening in Executive Session to discuss the purchase of real property, as well as to confer on matters pertaining to economic development within the City of Muskogee, and take any necessary action in open session including, but not limited to, authorizing solicitation of funding to facilitate the same. (Gary D. Garvin)

ADJOURN

**Regular City Council**

**Meeting Date:** 07/09/2018

**Initiator:** Ashley Wallace, Office Adm 1

**Department:** City Clerk

**Staff Information Source:**

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**Information**

**AGENDA ITEM TITLE:**

APPROVAL OF MINUTES: CITY COUNCIL REGULAR SESSION JUNE 25, 2018

**BACKGROUND:**

**RECOMMENDED ACTION:**

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**Fiscal Impact**

**Attachments**

06-25-2018 ccmin

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## MINUTES

### **OF THE COUNCIL OF THE CITY OF MUSKOGEE, OKLAHOMA, MET IN REGULAR SESSION, IN THE COUNCIL CHAMBERS OF CITY HALL MONDAY, JUNE 25, 2018**

The Council of the City of Muskogee, Oklahoma, met in Regular Session in Council Chambers of City Hall, Monday, June 25, 2018, at 5:30 p.m., with Mayor Coburn presiding.

Invocation was given by Lieutenant Charles Smith, Red Cross

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 Janey Boydston; Councilmember Jaime Stout; Councilmember Patrick Cale; Councilmember Marlon Coleman; Councilmember Dan Hall; Councilmember Wayne Johnson; Councilmember Derrick Reed; Councilmember Ivory Vann

Staff     Mike Miller, City Manager; Mike Stewart, Assistant City Manager; Roy Tucker, City

Present: Attorney; Tammy L. Tracy, City Clerk; Gary Garvin, City Planner; Greg Riley, Public Works Director; Matthew Beese, Assistant City Attorney; Michael O'Dell, Fire Chief; Kelly Plunkett, Human Resources Director; Rex Eskridge, Police Chief; Tish Callahan, Assistant Planning Director; Prag Mahajan, Civil Engineer; Jean Kingston, Treasurer; Marcie Gilliam, Strategic Financial Analyst; Chad Farmer, Deputy Police Chief

APPROVAL OF MINUTES: SPECIAL CALL CITY COUNCIL JUNE 4, 2018 AND CITY COUNCIL REGULAR SESSION JUNE 11, 2018.

Motion was made by Councilmember Dan Hall, seconded by Councilmember Jaime Stout to approve Minutes: SPECIAL CALL CITY COUNCIL JUNE 4, 2018 AND CITY COUNCIL REGULAR SESSION JUNE 11, 2018.

AYE: Mayor John R. Coburn, Deputy Mayor Janey Boydston, Councilmember Jaime Stout, 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 Marlon Coleman to approve Consent Agenda.

AYE: Mayor John R. Coburn, Deputy Mayor Janey Boydston, Councilmember Jaime Stout, 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 May 31, 2018 through June 13, 2018.
- 2 Approval of the Community Development Block Grant 2018 Application Documents; Citizen Participation Plan, Applicant Resolution, and Leverage Resolution (Resolution No. 2732) committing up to \$103,887.00 as leverage, all relating to the Oklahoma Department of Commerce Small Cities Set Aside Grant Fund Program, or take other necessary action. (Gary D. Garvin)
- 3 Approval of the renewal of a Professional Service Agreement beginning July 1, 2018 ending June 30, 2019, with Michael Gilliard, Attorney at Law, to provide representation for the City of Muskogee in Workers' Compensation Court, or take other necessary action. (Roy D. Tucker)
- 4 Approval of a Professional Service Agreement beginning July 1, 2018 ending June 30, 2019, with Mr. Michael Finerty, Attorney at Law, to provide representation for the City of Muskogee in Workers' Compensation Court, or take other necessary action. (Roy D. Tucker)
- 5 Approval of a Professional Service Agreement with Betty Outhier Williams to provide representation for the City of Muskogee in four (4) inverse condemnation lawsuits filed in Muskogee County District Court styled England v. City of Muskogee, Case No. CV-2007-20; Lacey v. City of Muskogee, Case No. CV-2007-1377; Taff v. City of Muskogee, Case No. CJ-2007-1410; Vaughn v. City of Muskogee, Case No. CJ-2007-1371; and authorize the Mayor and City Clerk to execute the agreement, or take other necessary action. (Roy D. Tucker)
- 6 Approval to renew a Professional Service Agreement with Cate and Hammons Law Firm to provide representation for the City of Muskogee in seven (7) inverse condemnation lawsuits filed in Muskogee County District Court; Michael & Lori Carmen v. City of Muskogee, Case No. CJ-2011-168; Stanley & Linda Clark v. City of Muskogee, Case No. CJ-2011-164; W.C. Cochran v. City of Muskogee, Case No. CJ-2011-466; Harold & LeAnne Cox v. City of Muskogee, Case No. CJ-2011-465; Jerry & Marie Maxey v. City of Muskogee, CJ-11-469, Bobby & Linda Scoggins v. City of Muskogee, CJ-11-467; Crystal Thompson v. City of Muskogee, CJ-11-478, and the Civil case titled Lois Ivey v City of Muskogee, CV-07-1730, and authorize the Mayor and City Clerk to execute the agreement. (Roy D. Tucker)

- 7 Approval to renew the municipal liability insurance contract with Oklahoma Municipal Assurance Group in the amount of \$251,710.00 for policy year July 1, 2018 through June 30, 2019, or take other necessary action. (Roy D. Tucker)
- 8 Approval to renew the municipal property and rolling stock insurance from Oklahoma Municipal Assurance Group (OMAG) in the amount of \$177,410.00, for policy year July 1, 2018 through June 30, 2019, or take other necessary action. (Jean Kingston)
- 9 Approval of awarding construction contract to Tonto Construction Inc., for the Junction Area Wastewater Collection System Improvements in the amount of \$249,690.00, as the lowest best bid, or take other necessary action. (Greg Riley)
- 10 Approval of awarding construction contract to Cook Consulting LLC, for the Westside Area Wastewater Collection System Improvements in the amount of \$1,252,208.00, as the lowest best bid, or take other necessary action. (Greg Riley)
- 11 Approval of awarding a construction contract to L & L Construction for the Phase I Wastewater Treatment Plant Improvements in the amount of \$2,843,375.00, as the lowest best bid, or take other necessary action. (Greg Riley)
- 12 Approval of awarding lowest bid to Midstate Traffic Control in the amount of \$39,520.00 for LED and Backplate Signal Project, or take other necessary action. (Greg Riley)
- 13 Approval of awarding to the lowest/best bid to ICM in the amount of \$53,940.00 for Hydro Excavator with Fire Hydrant Valve Exerciser, or take other necessary action. (Greg Riley)
- 14 Approval of awarding the lowest/best bid for chemicals used in the Water Treatment Plant to Brenntag Southwest, Univar USA, Hawkins Inc., D&F Services, Evoqua Water Technologies, Pennco Inc., and Petra Chemical, more particularly described as attached, or take other necessary action. (Greg Riley)
- 15 Approval of awarding a purchase from a National Joint Powers Alliance (Cooperative Purchasing) for a submersible hydraulic water pump to Thompson Pump in the amount of \$45,356.00, or take other necessary action. (Greg Riley)
- 16 Approval of receiving donated funds for the month of April, 2018 in the amount of \$286.00 for the City's Animal Shelter Sponsorship Program as per the attached list, or take other necessary action. (Rex Eskridge)
- 17 Approval of Resolution No. 2730 directing the filing and notification of the publication of Supplement No. 18 to the Muskogee City Code of Ordinances, or take other necessary action. (Tammy L. Tracy)
- 18 Approval of Resolution No. 2731 amending Appendix A to the City of Muskogee Code of Ordinances (Wholesale Customers Water Rates), as per the attached, or take other necessary action. (Mike Stewart)

- 19 Approval of nine (9) agreements with the following wholesale water users: Rural Water District #1, Rural Water District #2, Rural Water District #5, Rural Water District #6, Rural Water District #9, Haskell Public Works Authority, Okay Public Works Authority, Porter Public Works Authority, and Taft Public Works Authority, and authorize the Mayor and City Clerk to execute the agreements, or take other necessary action. (Roy D. Tucker)
- 20 Approval of amended Council Policy 3-2-1, Classification Titles and Descriptions, or take other necessary action. (Kelly Plunkett)
- 21 Approval of the appointment of Janey Cagle Boyston to serve a two (2) year term on the City of Muskogee Foundation Board, beginning August 1, 2018, and ending July 31, 2020, replacing Patrick Cale, or take other necessary action. (Councilor Wayne Johnson)
- 22 Approval of the appointment of William Barnes to serve a three (3) year term on the War Memorial Trust Authority beginning July 1, 2018, and ending on August 31, 2021, or take other necessary action. (Mayor Bob Coburn)

### **REGULAR AGENDA**

- 23 Hold a Public Hearing and take action on the approval of Ordinance No. 4049-A rezoning the property located at 11 Beckman Drive, 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)

Mayor Bob Coburn opened the Public Hearing.

Planning Director Gary Garvin stated the applicants, James and Chelsi Wallingford, are requesting to rezone the property located at 11 Beckman Drive from "R-1" Single-Family Residential to "R-A" Agriculture Residential to allow a garden, large shop and livestock on the property.

The Comprehensive Plan/Land Use Map adopted by the City of Muskogee indicates residential 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 a 300 foot radius, as required, and published in the newspaper twenty (20) days prior to the Public Hearing. A Public Hearing will be held on the following days:

June 18, 2018 at 9:00 a.m.: City of Muskogee Planning & Zoning Commission  
June 18, 2018, 2017 at 5:30 p.m.: Public Works Committee  
June 25, 2018 at 5:30 p.m. Muskogee City Council Meeting

Mayor Bob Coburn closed the Public Hearing.

Motion was made by Councilmember Patrick Cale, seconded by Councilmember Dan Hall to approve Ordinance No. 4049-A rezoning the property located at 11 Beckman Drive, 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.

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

Carried - Unanimously

- 24 Hold a Public Hearing to discuss the Community Development Block Grant 2018 Application for \$103,887.00 under the Oklahoma Department of Commerce Small Cities Set Aside Grant Fund Program, and take other necessary action. (Gary Garvin)

Mayor Bob Coburn opened the Public Hearing

Assistant City Planner Tish Callahan stated the City of Muskogee is applying to the Oklahoma Department of Commerce (ODOC) Community Development Block Grant Small Cities Set Aside funding assistance program. The State of Oklahoma has funds available to units of local government to undertake viable community development activities that primarily benefit persons defined as low and moderate income. Community development has been identified as a City priority need and a tentative decision has been made to renew funding from the ODOC for \$103,887.00 for grant year 2018 to provide funding for demolition, clearance, removal of junk and debris, and/or abandoned inoperative vehicles within the qualifying geographic areas of the City of Muskogee. The Public Hearing is to enable comments on the specific project activity that is proposed and to provide a clear explanation of the probable impact on the city and residents should the project be funded.

Mayor Bob Coburn closed the Public Hearing.

Motion was made by Councilmember Dan Hall, seconded by Councilmember Marlon Coleman to approve the Community Development Block Grant 2018 Application for \$103,887.00 under the Oklahoma Department of Commerce Small Cities Set Aside Grant Fund Program.

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

Carried - Unanimously

- 25 Receive year-end report from Three Rivers Museum as to the financial condition, projects status, and progress towards achieving the public service objectives of heightening cultural diversity and area history and encouraging visitor development, as well as consider approval to renew the Cooperative Agreement for FY 2018-2019, or take other necessary action. (Mike Stewart)

Assistant City Manager Mike Stewart stated the City of Muskogee provided funding to Three Rivers Museum under an annual contract for \$50,000.00 for FY 2017-2018. The contract includes a provision for presenting a summary of accomplishments to the City Council. Highlighting the activities and achievements of the Three Rivers Museum. Typically, the City sets aside \$50,000.00 to fund a Cooperative Agreement with the Three Rivers Museum to continue its activities. The funding for a renewal of the museum contract for FY 2018-2019 was approved as part of the overall city budget.

Three Rivers Museum Board Chairman, John Vecchio presented the year-end report. He stated the attendance and activity level is up and there has been very generous donations given to the museum. Currently, when schools visit the museum they are split in half; half will visit the school while the other half goes on a scavenger hunt and then they swap.

Motion was made by Councilmember Wayne Johnson, seconded by Councilmember Dan Hall to approve receiving year-end report from Three Rivers Museum as to the financial condition, projects status, and progress towards achieving the public service objectives of heightening cultural diversity and area history and encouraging visitor development, as well as consider approval to renew the Cooperative Agreement for FY 2018-2019.

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

Carried - Unanimously

- 26 Receive year-end report from the Oklahoma Music Hall of Fame and Museum for FY 2017-2018, as well as consider approval to renew the Cooperative Agreement with the Oklahoma Music Hall of Fame and Museum, Inc., providing for funding for FY 2018-2019, and take other necessary action. (Mike Stewart)

Assistant City Manager Mike Stewart stated the City and Oklahoma Music Hall of Fame have been in partnership for many years. This renewal provides for a continuation of the funding level at \$55,000.00.

Executive Director of Oklahoma Music Hall of Fame Jermaine Mondane stated he would like to thank the Mayor, Manager, and Council for their support.

Motion was made by Councilmember Marlon Coleman, seconded by Councilmember Ivory Vann to approve receiving year-end report from the Oklahoma Music Hall of Fame and Museum for FY 2017-2018, as well as consider approval to renew the Cooperative Agreement with the Oklahoma Music Hall of Fame and Museum, Inc., providing for funding for FY 2018-2019.

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

Carried - Unanimously

- 27 Receive a report from the Muskogee County Public Transit Authority as to the financial condition, progress, and achievement of providing public transportation, as well as consider approval to renew the Cooperative Agreement for FY 2018-2019, or take other necessary action. (Mike Stewart)

Executive Director Darla Bennett presented the M.C.P.T.A. report.

Councilmember Ivory Vann wanted to thank Ms. Bennet for allowing them the privilege of riding the public transportation.

Motion was made by Councilmember Dan Hall, seconded by Deputy Mayor Janey Boydston to approve receiving a report from the Muskogee County Public Transit Authority as to the financial condition, progress, and achievement of providing public transportation, as well as consider approval to renew the Cooperative Agreement for FY 2018-2019.

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

Carried - Unanimously

- 28 Receive year-end report from Main Street Muskogee Inc., as to project status and progress towards achieving the public service objectives of the organization, as well as consider approval to renew the Cooperative Agreement for FY 2018-2019, or take other necessary action. (Mike Stewart)

Assistant City Manager Mike Stewart stated this report from Board President John Newby is intended to brief the Council on what the organization has accomplished in the past twelve (12) months and what the plans and projects are for the upcoming year. The funding for a renewal of Main Street Muskogee's contract for FY 2018-2019 was approved as part of the overall city budget in the amount of \$80,000.00.

Board President Dillon Luck presented the report on behalf of John Newby.

Motion was made by Councilmember Dan Hall, seconded by Councilmember Wayne Johnson to approve receiving year-end report from Main Street Muskogee Inc., as to project status and progress towards achieving the public service objectives of the organization, as well as consider approval to renew the Cooperative Agreement for FY 2018-2019.

AYE: Mayor John R. Coburn, Deputy Mayor Janey Boydston, Councilmember Jaime Stout, Councilmember Marlon Coleman, Councilmember Dan Hall, Councilmember Wayne Johnson, Councilmember Derrick Reed, Councilmember Ivory Vann

Carried - Unanimously

- 29 Consider the appointment of a Councilor to the Purchasing Committee, to serve a term commensurate with his/her term, replacing Councilor Ivory Vann, or take other necessary action. (Mike Miller)

Councilor Ivory Vann has requested he be replaced by another Councilmember. Councilmember Jaime Stout was nominated to replace Council Ivory Vann for the Purchasing Committee.

Motion was made by Councilmember Marlon Coleman, seconded by Councilmember Dan Hall to approve the appointment of a Councilor to the Purchasing Committee, to serve a term commensurate with his/her term, replacing Councilor Ivory Vann.

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

Carried - Unanimously

- 30 Receive year-end report from Retail Attractions for activities in FY 2017-2018, as well as consider approval to renew a Professional Services Agreement with Retail Attractions, LLC., for FY 2018-2019, or take other necessary action. (Gary Garvin)

Planning Director Gary Garvin stated Retail Attractions has requested the opportunity to provide a report to Council on the previous year's activity. The City's contract with Retail Attractions expires June 30, 2018. The City Council has already approved funding for renewal of this contract in the coming year's budget. The total amount of the budget is not to exceed \$48,000.00 for the FY 2018-2019 budget.

Rickey Hayes presented report and stated there has been several changes this year. There is another sporting goods retailer with two (2) offers for space in the City, but will not be filling Dick's sporting goods vacant space; That space could be filled by two (2) or three (3) smaller spaces. The developer is very close to having those leases negotiated. Last year Muskogee was a prime target for grocery reinvestment, however this year the City is facing the effect of ordering groceries through Amazon, or ordering groceries online and picking them up through a drive-through service. Burt Collins, a developer is interested in speaking to Muskogee about the URA space and developing it throughout the year.

Motion was made by Councilmember Marlon Coleman, seconded by Councilmember Jaime Stout to approve receiving year-end report from Retail Attractions for activities in FY 2017-2018, as well as consider approval to renew a Professional Services Agreement with Retail Attractions, LLC., for FY 2018-2019.



AYE: Mayor John R. Coburn, Deputy Mayor Janey Boydston, Councilmember Jaime Stout, 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.**

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

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

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

Carried - Unanimously

- a Pursuant to Section 307B.2, Title 25, Oklahoma Statutes, consider convening in Executive Session to discuss negotiations with the American Federation of State, County, and Municipal Employees, Local No. 2465, and if necessary, take appropriate action in open session. (Kelly Plunkett)
- b Pursuant to Section 307B.2, Title 25, Oklahoma Statutes, consider convening in Executive Session to discuss negotiations with the International Association of Fire Fighters, Local No. 57, and if necessary, take appropriate action in open session. (Kelly Plunkett)
- c Pursuant to Section 307B.2, Title 25, Oklahoma Statutes, consider convening in Executive Session to discuss negotiations with the Fraternal Order of Police, Lodge No. 95, and if necessary, take appropriate action in open session. (Kelly Plunkett)

Council reconvened to regular session at 6:38 p.m.

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

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

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

Motion was made by Councilmember Wayne Johnson, seconded by Councilmember Dan Hall to approve negotiations with the American Federation of State, County, and Municipal Employees, Local No. 2465.

AYE: Mayor Bob Coburn, Deputy Mayor Janey Boydston, Councilmembers; Jaime Stout, Patrick Cale, Marlon Coleman, Dan Hall, Wayne Johnson, Derrick Reed, and Ivory Vann Carried-Unanimously

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

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

Motion was made by Councilmember Wayne Johnson, seconded by Councilmember Dan Hall to consider approval of an MOU between the Fraternal Order of Police and the City of Muskogee, continuing all terms of the expiring collective bargaining agreement until the earlier of a new collective bargaining agreement is negotiated or until June 30, 2019.

AYE: Mayor Bob Coburn, Deputy Mayor Janey Boydston, Councilmembers; Jaime Stout, Patrick Cale, Marlon Coleman, Dan Hall, Wayne Johnson, Derrick Reed, and Ivory Vann Carried-Unanimously

- 32 Consider approval of Resolution No. 2732 approving and adopting a best practices handbook for Oklahoma municipalities, or take other necessary action. (Roy D. Tucker)

City Attorney Roy Tucker stated the City's liability and property insurer, OMAG, is recommending the City of Muskogee adopt a best practices handbook for use by its elected officials. The handbook captures tenants and philosophies of good government, as well as incorporates our Charter and relevant Council Policies. If the handbook is adopted and the Council participates in a training session, the City will receive \$10,000.00 from OMAG.

Motion was made by Deputy Mayor Janey Boydston, seconded by Councilmember Patrick Cale to approve Resolution No. 2732 approving and adopting a best practices handbook for Oklahoma municipalities.

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

Carried - Unanimously

- 33 Receive presentation from Oklahoma Municipal Assurance Group on best practices for Oklahoma municipalities and their governing bodies, and take any necessary action (Mike Miller).

Bill Tacket with OMAG gave presentation.

ADJOURN

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JOHN R. COBURN, MAYOR

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TAMMY L. TRACY, CITY CLERK

**Regular City Council**

**1.**

Meeting Date: 07/09/2018

Initiator: Donnie Wimbley, Purchasing Director

Department: Purchasing

Staff Information Source:

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Information

AGENDA ITEM TITLE:

Approval of claims for all City departments June 14, 2018 through June 27, 2018.

BACKGROUND:

RECOMMENDED ACTION:

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Fiscal Impact

Attachments

Claims List

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CITY OF MUSKOGEE CLAIMS  
JUNE 14 TO JUNE 27, 2018

CHECK NO	VENDOR NO	VENDOR NAME	CHECK DATE	CHECK AMOUNT
199622	4468	BLUECROSS/BLUE SHIELD OF OK	6/14/2018	140,719.95
199623	121	ORTEGA, MARCIANO	6/15/2018	60.00
199624	2923	CLARENCE MCBRIDE	6/15/2018	27.00
199625	2923	DANNY DUPONT	6/15/2018	27.00
199626	2923	DANNY GABLE	6/15/2018	27.00
199627	2923	DONNIE BENNETT	6/15/2018	27.00
199628	2923	HELEN HULL	6/15/2018	27.00
199629	2923	JACOB IRELAND	6/15/2018	27.00
199630	2923	JEFF GULLETT	6/15/2018	27.00
199631	2923	KAMERON COLLINS	6/15/2018	27.00
199632	2923	LESLIE ARNOLD	6/15/2018	27.00
199633	2923	MARK WILKERSON	6/15/2018	27.00
199634	2923	NICHOLAS FRAZEE	6/15/2018	27.00
199635	2923	SHAWN BROWN	6/15/2018	27.00
199636	2923	STORMIE RICE	6/15/2018	27.00
199637	2923	SUSAN ROSS	6/15/2018	27.00
199638	2923	TARAH MOUTRAY	6/15/2018	27.00
199639	2923	TODD MCCOY	6/15/2018	27.00
199640	563	A & J RENTAL AND SALES	6/15/2018	1,225.00
199641	3024	ABIGAIL WRIGHT	6/15/2018	0.00
199642	2	ACCURATE LABS & TRAINING CENTE	6/15/2018	955.00
199643	155	ACECO RENTAL AND SALES	6/15/2018	185.73
199644	2713	ACTION GROUP STAFFING	6/15/2018	8,301.79
199645	2461	ADVANCE AUTO PARTS 64771111001	6/15/2018	460.26
199646	1386	AIR CLEANING TECHNOLOGIES INC	6/15/2018	1,063.96
199647	5400	TYLER ANDERSON	6/15/2018	64.00
199648	3967	ANIMAL HEALTH INTERNATIONAL IN	6/15/2018	116.15
199649	3761	ARKANSAS AQUATICS LLC	6/15/2018	6,491.22
199650	4267	AT&T #918 147-0140 002 4	6/15/2018	1,162.00
199651	4406	AT&T #918 682-2825 211 0	6/15/2018	1,027.18
199652	11	B & J OIL CO INC	6/15/2018	36,234.73
199653	4361	BANCFIRST	6/15/2018	13,125.00
199654	1703	BEN E. KEITH	6/15/2018	12,607.77
199655	780	BG PRODUCTS INC	6/15/2018	1,200.00
199656	2507	BLOSSOMS	6/15/2018	55.00
199657	117	BOB COBURN	6/15/2018	80.19
199658	2072	BRAINERD CHEMICAL COMPANY INC	6/15/2018	18,526.00
199659	3238	BROKEN ARROW ELECTRIC	6/15/2018	332.96
199660	2552	BROWN'S SHOE FIT CO #87	6/15/2018	160.00
199661	2696	BROWNELLS, INC	6/15/2018	255.94

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199662	1057	BSN SPORTS	6/15/2018	28.96
199663	586	CAGLE'S FLOWERS & GIFTS	6/15/2018	64.95
199664	488	CAMPBELL WHOLESALE CO INC	6/15/2018	639.63
199665	294	CDW GOVERNMENT INC	6/15/2018	236.40
199666	2649	CHANDLER ROAD DONUTS	6/15/2018	12.80
199667	820	CHIEF FIRE & SAFETY	6/15/2018	965.00
199668	3024	CHRIS DEAN	6/15/2018	378.00
199669	5385	CHUPP IMPLEMENT COMPANY	6/15/2018	78.58
199670	3442	CITY OF MUSKOGEE FOUNDATION	6/15/2018	5,287.36
199671	4738	CITYWIDE PROPERTY MAINTENANCE	6/15/2018	1,813.91
199672	4738	CITYWIDE PROPERTY MAINTENANCE	6/15/2018	1,955.48
199673	125	CLARISSA WELCH	6/15/2018	45.00
199674	3626	CLARK EQUIPMENT	6/15/2018	300.00
199675	472	CLEET	6/15/2018	8,103.47
199676	1560	THE COLLISION CENTER OF MUSKOG	6/15/2018	4,241.60
199677	5013	COOK CONSULTING LLC	6/15/2018	10,060.00
199678	2292	CORE & MAIN LP	6/15/2018	20.83
199679	522	CORPORATE TO CASUAL SCREEN PRI	6/15/2018	147.00
199680	5020	COWAN GROUP ENGINEERING LLC	6/15/2018	40,435.00
199681	3154	CREATIVE APPAREL AND MORE INC	6/15/2018	7,445.20
199682	101	CROWL OIL CO INC	6/15/2018	1,098.00
199683	5277	D&D AG SERVICE LLC	6/15/2018	10,400.00
199684	4311	DAVID'S DISCOUNT TIRES INC	6/15/2018	517.46
199685	26	DELL MARKETING LP	6/15/2018	2,224.69
199686	262	DEPARTMENT OF ENVIRONMENTAL Q	6/15/2018	1,794.00
199687	262	DEPARTMENT OF ENVIRONMENTAL Q	6/15/2018	748.11
199688	117	DILLON SWAIM	6/15/2018	279.00
199689	2506	DIPPIN' DOTS INC	6/15/2018	3,520.30
199690	4263	DIRECTV LLC	6/15/2018	77.99
199691	170	EAST CENTRAL ELECTRIC	6/15/2018	18.87
199692	5378	JAMES E. EVANS II	6/15/2018	670.00
199693	1595	EVERYMAN'S OPTION LLC	6/15/2018	2,610.00
199694	953	EXPRESS EMPLOYMENT PROFESSIONA	6/15/2018	4,840.50
199695	29	FASTENAL COMPANY	6/15/2018	132.36
199696	133	FIVE STAR OFFICE SUPPLY	6/15/2018	769.25
199697	3509	FLEETPRIDE INC	6/15/2018	495.00
199698	1424	FRONTIER EQUIPMENT	6/15/2018	392.50
199699	1636	FUN EXPRESS LLC	6/15/2018	345.22
199700	2764	GRISSOMS LLC	6/15/2018	5,449.94
199701	337	HACH COMPANY	6/15/2018	1,721.45

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199702	4271	NEIL HANCE	6/15/2018	1,500.00
199703	344	HARCROS CHEMICALS INC	6/15/2018	2,361.50
199704	40	HARRISON TIRE & SUPPLY	6/15/2018	35.00
199705	554	HAYNES EQUIPMENT COMPANY	6/15/2018	10,356.00
199706	5377	TONY HENSON	6/15/2018	635.00
199707	181	HIX AIR CONDITIONING SERVICE	6/15/2018	434.00
199708	289	HOLLOWAY UPDIKE AND BELLEN INC	6/15/2018	3,075.00
199709	289	HOLLOWAY UPDIKE AND BELLEN INC	6/15/2018	111,900.00
199710	1414	HOMELAND STORES INC	6/15/2018	310.62
199711	111	HUGHES LUMBER CO	6/15/2018	233.49
199712	5412	JACOB LESTER HUNN III	6/15/2018	120.00
199713	427	INCOR	6/15/2018	2,187.00
199714	5405	INNOVATIVE SOLUTION ADVISORS L	6/15/2018	1,576.88
199715	5103	JACK HOOPES	6/15/2018	2.59
199716	117	JEFF LESTER	6/15/2018	41.84
199717	117	JIM RUSTY HARRIS	6/15/2018	45.20
199718	5305	JOHN V TEDESCO DO PA	6/15/2018	2,000.00
199719	983	JOHNSON'S SERVICE COMPANY	6/15/2018	425.00
199720	3024	JOSH SMITH	6/15/2018	653.00
199721	3024	JUSTIN WARDOUR	6/15/2018	378.00
199722	4467	KEVIN HERON TOOLS - SNAP ON	6/15/2018	418.74
199723	53	LAKE REGION ELECTRIC COOPERATI	6/15/2018	609.07
199724	4855	KELSEY LAMB	6/15/2018	180.00
199725	5407	ZACHARY LEWIS	6/15/2018	180.00
199726	5391	JOSHUA KEITH LINN	6/15/2018	400.00
199727	399	LOCKE SUPPLY CO	6/15/2018	3,619.61
199728	661	LOVE BOTTLING CO - #170700	6/15/2018	1,482.29
199729	627	LOVE BOTTLING CO - #237600	6/15/2018	693.56
199730	56	LOWES	6/15/2018	0.00
199731	56	LOWES	6/15/2018	3,449.05
199732	4246	MARVIN'S MOWERS AND OUTDOOR L	6/15/2018	321.44
199733	5379	RODNEY L. MATHEWS	6/15/2018	690.00
199734	2654	MATLOCK SECURITY SERVICES	6/15/2018	90.00
199735	5332	MAZZIO'S LLC	6/15/2018	77.34
199736	3757	MHC KENWORTH - TULSA	6/15/2018	693.05
199737	2802	MOORE MEDICAL LLC	6/15/2018	2,082.70
199738	194	MORGAN SERVICES COMPANY LLC	6/15/2018	450.00
199739	1631	MURPHY SANITARY SUPPLY	6/15/2018	346.54
199740	5195	MUSCOGEE STAFFING SOLUTIONS, L	6/15/2018	1,313.29
199741	110	MUSKOGEE CHAMBER OF COMMERC	6/15/2018	103,083.32

CITY OF MUSKOGEE CLAIMS  
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CHECK NO	VENDOR NO	VENDOR NAME	CHECK DATE	CHECK AMOUNT
199742	3246	MUSKOGEE CITY COUNTY 911 TRUST	6/15/2018	48,855.37
199743	139	MUSKOGEE CITY-COUNTY PORT AUTH	6/15/2018	30,373.75
199744	139	MUSKOGEE CITY-COUNTY PORT AUTH	6/15/2018	30,373.75
199745	61	MUSKOGEE COMMUNICATIONS, INC.	6/15/2018	2,330.35
199746	195	MUSKOGEE COUNTY CLERK	6/15/2018	13.00
199747	1728	MUSKOGEE LITTLE THEATER, INC.	6/15/2018	717.62
199748	341	MUSKOGEE LOCK & KEY	6/15/2018	212.26
199749	1049	NATIONAL LEAGUE OF CITIES	6/15/2018	75.00
199750	4562	NATIONAL MINORITY UPDATE	6/15/2018	195.00
199751	3652	NEWTON EQUIPMENT LLC	6/15/2018	564.27
199752	4754	NEWTON, BRYCE DBA	6/15/2018	350.00
199753	864	NORTHERN SAFETY CO	6/15/2018	2,781.08
199754	5349	NWA PIZZA, LLC	6/15/2018	163.01
199755	114	OFFICE DEPOT	6/15/2018	747.65
199756	2352	OG&E #127846305-2	6/15/2018	25.68
199757	2484	OG&E #127926402-0	6/15/2018	166.09
199758	4503	OKASSESSOR, LLC	6/15/2018	800.00
199759	2879	OKLAHOMA ANIMAL CONTROL ASSOC	6/15/2018	175.00
199760	2108	OKLAHOMA CHILLER CORPORATION	6/15/2018	3,992.84
199761	1499	OKLAHOMA FLOODPLAIN MANAGERS	6/15/2018	90.00
199762	67	OKLAHOMA NATURAL GAS	6/15/2018	1,112.23
199763	3471	OKLAHOMA UNIFORM BUILDING COD	6/15/2018	344.00
199764	5089	OLSSON ASSOCIATES	6/15/2018	775.00
199765	2763	ONE SOURCE WATER LLC	6/15/2018	278.00
199766	70	OREILLY AUTO PARTS	6/15/2018	0.00
199767	70	OREILLY AUTO PARTS	6/15/2018	3,489.97
199768	4280	OSBI	6/15/2018	7,479.61
199769	477	OSBI	6/15/2018	7,168.55
199770	73	PATE INDUSTRIAL SUPPLY INC	6/15/2018	283.38
199771	379	PETROLEUM MARKETERS EQUIPMENT	6/15/2018	1,124.66
199772	3578	PIED PIPER SERVICES	6/15/2018	926.00
199773	1597	PIONEER'S JANITORIAL SVC	6/15/2018	345.00
199774	2154	PITNEY BOWES GLOBAL FINANCIAL	6/15/2018	1,000.00
199775	4795	PREMIER TRUCK GROUP	6/15/2018	1,801.37
199776	5008	PREMIER USA INC.	6/15/2018	2,611.01
199777	2646	R & M ELECTRICAL TELECOMMUNICA	6/15/2018	350.00
199778	2454	RED HAWK FIRE & SECURITY	6/15/2018	199.00
199779	2700	ROCIC	6/15/2018	300.00
199780	5246	ROBERTS TRUCK CENTER HOLDING C	6/15/2018	355.39
199781	3024	ROGER RUFFNER	6/15/2018	22.51



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199782	3024	RON BLADEN	6/15/2018	0.00
199783	149	ROSSON WHEEL SERVICE	6/15/2018	250.00
199784	3955	RSM FARM SUPPLY LLC	6/15/2018	1,011.80
199785	84	SADLER PAPER COMPANY	6/15/2018	1,485.42
199786	754	SANDY'S POOLS & SPAS	6/15/2018	197.70
199787	3024	SCOTT CROW	6/15/2018	390.00
199788	87	SHERWIN-WILLIAMS	6/15/2018	626.79
199789	209	SIGNS FOR THE TIMES	6/15/2018	24.32
199790	1248	SPRINT PCS	6/15/2018	3,030.33
199791	859	SQUARE DEAL MUSIC	6/15/2018	75.00
199792	93	SUPERIOR LINEN SERVICE INC	6/15/2018	481.13
199793	94	TECHNICAL PROGRAMMING SERVICES	6/15/2018	4,676.55
199794	108	THREE RIVERS MUSEUM	6/15/2018	4,166.66
199795	3102	TIGER NATURAL GAS INC	6/15/2018	331.63
199796	4572	TRANSUNION RISK & ALTERNATIVE	6/15/2018	111.00
199797	1953	MICHAEL TRIMBLE	6/15/2018	220.00
199798	3636	TYLER TECHNOLOGIES INC	6/15/2018	3,880.00
199799	97	UNIFIRST HOLDINGS LP	6/15/2018	0.00
199800	97	UNIFIRST HOLDINGS LP	6/15/2018	1,510.62
199801	796	UTILITY SUPPLY CO	6/15/2018	441.00
199802	382	WALMART STORES	6/15/2018	26.94
199803	335	WARREN CAT	6/15/2018	172.78
199804	215	WASTE MANAGEMENT OF OKLAHOMA	6/15/2018	61.14
199805	5419	JEB WHITE	6/15/2018	70.00
199806	5213	WORLD BUYERS	6/15/2018	164.11
199807	5264	BAILEE CHAPMAN	6/15/2018	168.00
199808	5416	TYLER EDGAR	6/15/2018	690.00
199809	5308	MEGAN FILANDA	6/15/2018	126.00
199810	5322	KYLAR FOSHEE	6/15/2018	90.00
199811	5396	TAYLOR GOODMAN	6/15/2018	294.00
199812	5392	CAIRL G. HAYES	6/15/2018	240.00
199813	5409	DALTON BRICE MARTIN	6/15/2018	690.00
199814	5399	NIKOLAUS PLEAS	6/15/2018	514.00
199815	5263	MARYAH REAVIS	6/15/2018	42.00
199816	5411	CAM'RON SUMMERS	6/15/2018	400.00
199817	5417	BRENT N. THOMPSON	6/15/2018	210.00
199818	5418	COLBY THOMPSON	6/15/2018	210.00
199819	5398	TRISTEN VANDALEY	6/15/2018	654.00
199820	717	WAYMAN, CINDY	6/15/2018	364.00
199821	121	CALLISON, ANGELA	6/19/2018	100.00

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199822	121	CUSTOM TOUCH	6/19/2018	90.00
199823	121	DAVIS, BAILEY	6/19/2018	43.10
199824	121	DENNIS, STEVE	6/19/2018	1.85
199825	121	DEVER, DARRELL L	6/19/2018	85.37
199826	121	DUNLAP , GARY	6/19/2018	7.95
199827	121	GRAHAM, KEVIN DEWAYNE	6/19/2018	17.39
199828	121	GUTHRIE, CLARENCE L	6/19/2018	48.15
199829	121	HUANG,ZHEMZHU	6/19/2018	33.71
199830	121	HURLEY, GARY L	6/19/2018	4.62
199831	121	INGRAM, EARL D	6/19/2018	12.22
199832	121	LUNN, WILLIAM	6/19/2018	15.92
199833	121	MIKE WILLIAMS CUSTOM HOMES	6/19/2018	81.28
199834	121	MILL,CONNIE L	6/19/2018	14.75
199835	121	MRE MUSK. HOUSING PARTNERS	6/19/2018	28.71
199836	121	MUSK COMM ACTION	6/19/2018	59.25
199837	121	MUSKOGEE COUNTY COMM ACTION	6/19/2018	40.54
199838	121	PHILLIPS, JULIA L	6/19/2018	45.85
199839	121	REINER, SHIRLEY	6/19/2018	90.00
199840	4468	BLUECROSS/BLUE SHIELD OF OK	6/19/2018	64,435.38
199841	121	JAYNE, LILLIAN	6/20/2018	61.85
199842	121	GLOVER, PAUL	6/21/2018	58.09
199843	121	GLOVER, PAUL	6/21/2018	5.00
199844	2	ACCURATE LABS & TRAINING CENTE	6/22/2018	2,735.00
199845	2713	ACTION GROUP STAFFING	6/22/2018	3,981.00
199846	2461	ADVANCE AUTO PARTS 64771111001	6/22/2018	27.30
199847	3	AIRGAS USA LLC	6/22/2018	141.81
199848	4622	STEVE'S ASPHALT	6/22/2018	13,680.00
199849	5400	TYLER ANDERSON	6/22/2018	64.00
199850	125	ANNETTE WILLIAMS	6/22/2018	291.60
199851	914	APAC CENTRAL INC	6/22/2018	11,507.46
199852	3761	ARKANSAS AQUATICS LLC	6/22/2018	735.79
199853	5439	TYLER ARNOLD	6/22/2018	160.00
199854	3976	AT&T #918 A04-0694 003 3	6/22/2018	872.00
199855	11	B & J OIL CO INC	6/22/2018	5,307.88
199856	1703	BEN E. KEITH	6/22/2018	4,028.78
199857	5438	JIMMY BENNETT JR.	6/22/2018	160.00
199858	4543	VIDA BERRY	6/22/2018	458.33
199859	2853	BLESSED GROUND MAINTENANCE	6/22/2018	675.00
199860	117	BOB LYNCH	6/22/2018	143.97
199861	3024	BRADLEY DUNLAP	6/22/2018	152.00

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199862	2072	BRAINERD CHEMICAL COMPANY INC	6/22/2018	13,586.00
199863	3669	BRANT & ASSOCIATES	6/22/2018	10.57
199864	259	BRENNTAG SOUTHWEST INC	6/22/2018	23,140.38
199865	3238	BROKEN ARROW ELECTRIC	6/22/2018	44.81
199866	5138	C & C SUPPLY AND SERVICE CO.	6/22/2018	56.00
199867	5430	GARY D. CALLOWAY	6/22/2018	210.00
199868	992	CARE AROUND THE CLOCK INC	6/22/2018	14,990.00
199869	164	CASCO INDUSTRIES INCORPORATED	6/22/2018	95.00
199870	3640	CHARBONNEAU, BILLY JO	6/22/2018	72.00
199871	5432	JACK CHRISTIAN	6/22/2018	40.00
199872	167	CINCINNATI RADIATOR SERVICE IN	6/22/2018	50.00
199873	4738	CITYWIDE PROPERTY MAINTENANCE	6/22/2018	3,450.28
199874	3626	CLARK EQUIPMENT	6/22/2018	135.00
199875	472	CLEET	6/22/2018	3,540.00
199876	3066	COMMUNITY CARE EAP	6/22/2018	323.05
199877	522	CORPORATE TO CASUAL SCREEN PRI	6/22/2018	3,000.00
199878	3154	CREATIVE APPAREL AND MORE INC	6/22/2018	2,304.67
199879	101	CROWL OIL CO INC	6/22/2018	1,860.00
199880	5075	CYNMAR LLC	6/22/2018	239.69
199881	25	DEALERS ELECTRICAL SUPPLY	6/22/2018	184.04
199882	26	DELL MARKETING LP	6/22/2018	595.62
199883	262	DEPARTMENT OF ENVIRONMENTAL Q	6/22/2018	1,150.00
199884	262	DEPARTMENT OF ENVIRONMENTAL Q	6/22/2018	7,312.52
199885	262	DEPARTMENT OF ENVIRONMENTAL Q	6/22/2018	1,905.39
199886	262	DEPARTMENT OF ENVIRONMENTAL Q	6/22/2018	18,438.61
199887	2506	DIPPIN' DOTS INC	6/22/2018	3,521.30
199888	650	DIRECT TRAFFIC CONTROL INC	6/22/2018	45.00
199889	170	EAST CENTRAL ELECTRIC	6/22/2018	880.07
199890	4862	SARAH EATON	6/22/2018	54.00
199891	5416	TYLER EDGAR	6/22/2018	230.00
199892	3435	ERGON ASPHALT & EMULSIONS INC	6/22/2018	1,031.35
199893	5378	JAMES E. EVANS II	6/22/2018	180.00
199894	953	EXPRESS EMPLOYMENT PROFESSIONA	6/22/2018	4,282.94
199895	29	FASTENAL COMPANY	6/22/2018	0.00
199896	5428	JOSH FIELDS	6/22/2018	400.00
199897	5308	MEGAN FILANDA	6/22/2018	126.00
199898	5322	KYLAR FOSHEE	6/22/2018	270.00
199899	1424	FRONTIER EQUIPMENT	6/22/2018	7,284.83
199900	5170	FULL CIRCLE PADDING, INC.	6/22/2018	491.71
199901	5247	NIKYA GIVENS	6/22/2018	270.00

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199902	3294	GLOVER & ASSOCIATES INC	6/22/2018	80,000.00
199903	134	GOLDEN RULE INDUSTRIES	6/22/2018	50.00
199904	5376	HAROLD JAY GOODMAN	6/22/2018	80.00
199905	5396	TAYLOR GOODMAN	6/22/2018	64.00
199906	340	GOODYEAR AUTO SERVICE CENTER	6/22/2018	2,156.21
199907	34	GRAINGER	6/22/2018	108.66
199908	2764	GRISSOMS LLC	6/22/2018	497.78
199909	5425	HALFMOON EDUCATION INC.	6/22/2018	279.00
199910	554	HAYNES EQUIPMENT COMPANY	6/22/2018	6,755.30
199911	5377	TONY HENSON	6/22/2018	270.00
199912	181	HIX AIR CONDITIONING SERVICE	6/22/2018	9,250.00
199913	42	HOGLE COMPANY	6/22/2018	233.75
199914	289	HOLLOWAY UPDIKE AND BELLEN INC	6/22/2018	11,350.00
199915	1414	HOMELAND STORES INC	6/22/2018	59.70
199916	5412	JACOB LESTER HUNN III	6/22/2018	70.00
199917	4902	IMPERIAL LLC	6/22/2018	243.90
199918	2899	INTERSTATE ELECTRIC CORPORATIO	6/22/2018	855.00
199919	125	JASON KING	6/22/2018	200.00
199920	125	JOSHUA WILLINGHAM	6/22/2018	200.00
199921	5431	DAVID TYLER KARR	6/22/2018	400.00
199922	4362	KBC CONSTRUCTION INC	6/22/2018	16,067.35
199923	117	KELLY PLUNKETT	6/22/2018	95.78
199924	705	KIRBY - SMITH	6/22/2018	4,891.44
199925	3070	LAFERRY'S PROPANE CO	6/22/2018	98.00
199926	53	LAKE REGION ELECTRIC COOPERATI	6/22/2018	187.00
199927	4855	KELSEY LAMB	6/22/2018	270.00
199928	4742	KAREN LAUDERDALE	6/22/2018	72.00
199929	1154	LOVE BOTTLING CO - #107510	6/22/2018	73.08
199930	964	LOVE BOTTLING CO - #111902	6/22/2018	34.00
199931	661	LOVE BOTTLING CO - #170700	6/22/2018	1,571.43
199932	627	LOVE BOTTLING CO - #237600	6/22/2018	806.68
199933	56	LOWES	6/22/2018	594.76
199934	2967	MAIN STREET MUSKOGEE, INC	6/22/2018	12,500.00
199935	125	MARIA BRUBECK	6/22/2018	65.00
199936	5409	DALTON BRICE MARTIN	6/22/2018	230.00
199937	4246	MARVIN'S MOWERS AND OUTDOOR L	6/22/2018	73.71
199938	5379	RODNEY L. MATHEWS	6/22/2018	210.00
199939	5323	NIA MAXWELL	6/22/2018	90.00
199940	4956	MEDNOW URGENT CARE LLC	6/22/2018	4,061.00
199941	117	MIKE MILLER	6/22/2018	128.50

CITY OF MUSKOGEE CLAIMS  
JUNE 14 TO JUNE 27, 2018

CHECK NO	VENDOR NO	VENDOR NAME	CHECK DATE	CHECK AMOUNT
199942	194	MORGAN SERVICES COMPANY LLC	6/22/2018	75.00
199943	1992	MUNICIPALH2O.COM	6/22/2018	500.00
199944	5195	MUSKOGEE STAFFING SOLUTIONS, L	6/22/2018	2,480.78
199945	110	MUSKOGEE CHAMBER OF COMMERCE	6/22/2018	14,529.95
199946	195	MUSKOGEE COUNTY CLERK	6/22/2018	1,490.00
199947	63	MUSKOGEE DAILY PHOENIX	6/22/2018	3,464.66
199948	370	MUSKOGEE FARMERS ASSOCIATION	6/22/2018	541.50
199949	4476	MUTUAL OF OMAHA INSURANCE CO	6/22/2018	10,716.35
199950	3652	NEWTON EQUIPMENT LLC	6/22/2018	381.59
199951	3024	NOLAN PHILPOT	6/22/2018	152.00
199952	5349	NWA PIZZA, LLC	6/22/2018	167.74
199953	114	OFFICE DEPOT	6/22/2018	758.40
199954	4760	OG&E - ACCT #35947999-5	6/22/2018	103,063.79
199955	4760	OG&E - ACCT #35947999-5	6/22/2018	34.33
199956	67	OKLAHOMA NATURAL GAS	6/22/2018	1,790.74
199957	68	OKLAHOMA TURNPIKE AUTHORITY (O	6/22/2018	26.95
199958	529	ONE SOURCE MANAGED SVCS	6/22/2018	4,224.26
199959	2763	ONE SOURCE WATER LLC	6/22/2018	36.00
199960	2694	OPUBCO COMMUNICATIONS GROUP	6/22/2018	568.30
199961	70	OREILLY AUTO PARTS	6/22/2018	594.94
199962	2820	OVERHEAD DOOR SOLUTIONS LLC	6/22/2018	600.00
199963	73	PATE INDUSTRIAL SUPPLY INC	6/22/2018	100.65
199964	1621	PLANNING DESIGN GROUP	6/22/2018	920.00
199965	5008	PREMIER USA INC.	6/22/2018	906.24
199966	4538	RETAIL ATTRACTIONS LLC	6/22/2018	8,000.00
199967	5180	ROBERT E. ALLEN, JR. DBA SPARK	6/22/2018	950.00
199968	5246	ROBERTS TRUCK CENTER HOLDING C	6/22/2018	415.41
199969	117	ROSE LYNN HAMLIN	6/22/2018	8.01
199970	149	ROSSON WHEEL SERVICE	6/22/2018	50.00
199971	125	ROSWIG, DANIEL	6/22/2018	866.64
199972	496	ROYAL SIGN AND GRAPHIC INC	6/22/2018	780.00
199973	84	SADLER PAPER COMPANY	6/22/2018	738.05
199974	5003	SB SERVICES LLC	6/22/2018	621.00
199975	3739	SLAPE, INETTE	6/22/2018	162.00
199976	744	SMITH & LOVELESS INC	6/22/2018	2,294.70
199977	5267	STAUB INVESTMENTS INC. DBA GAL	6/22/2018	96.00
199978	2104	SUDDENLINK	6/22/2018	8,373.09
199979	212	SUNSET CHEMICAL COMPANY	6/22/2018	200.00
199980	93	SUPERIOR LINEN SERVICE INC	6/22/2018	425.91
199981	2435	TAHLEQUAH DAILY PRESS	6/22/2018	133.06

CITY OF MUSKOGEE CLAIMS  
JUNE 14 TO JUNE 27, 2018

CHECK NO	VENDOR NO	VENDOR NAME	CHECK DATE	CHECK AMOUNT
199982	94	TECHNICAL PROGRAMMING SERVICES	6/22/2018	2,729.47
199983	362	TENDER TOUCH AUTO WASH INC	6/22/2018	544.00
199984	5417	BRENT N. THOMPSON	6/22/2018	140.00
199985	5418	COLBY THOMPSON	6/22/2018	175.00
199986	271	THYSSENKRUPP ELEVATOR CORP	6/22/2018	1,500.00
199987	3102	TIGER NATURAL GAS INC	6/22/2018	1,260.44
199988	5030	TONTO ENVIRONMENTAL LLC	6/22/2018	46,972.80
199989	4106	TRAFFIC AND PARKING CONTROL CO	6/22/2018	3,870.00
199990	1953	MICHAEL TRIMBLE	6/22/2018	70.00
199991	4446	TULSA ASPHALT LLC	6/22/2018	3,036.28
199992	3636	TYLER TECHNOLOGIES INC	6/22/2018	2,440.00
199993	5429	GARRETT TYLER	6/22/2018	240.00
199994	2518	U S POSTAL SERVICE	6/22/2018	496.00
199995	97	UNIFIRST HOLDINGS LP	6/22/2018	549.64
199996	2398	UNIQUE DRY CLEANERS	6/22/2018	278.45
199997	796	UTILITY SUPPLY CO	6/22/2018	2,376.00
199998	3386	UTILITY TECHNOLOGY SERVICES IN	6/22/2018	990.00
199999	5398	TRISTEN VANDALEY	6/22/2018	140.00
200000	4492	VISION SERVICES PLAN, OKLAHOMA	6/22/2018	9,012.82
200001	532	VULCAN INC	6/22/2018	10,972.43
200002	215	WASTE MANAGEMENT OF OKLAHOM	6/22/2018	52,879.58
200003	717	WAYMAN, CINDY	6/22/2018	217.50
200004	309	WEST GROUP	6/22/2018	766.94
200005	1128	WHITTINGHILL DISPOSAL SERVICE	6/22/2018	14,401.65
200006	4901	LAURA WICKIZER	6/22/2018	108.00
200007	3702	WOFFORD ELECTRIC LLC	6/22/2018	2,500.00
200008	4242	WORLD MEDIA ENTERPRISES INC	6/22/2018	529.00
200009	29	FASTENAL COMPANY	6/22/2018	851.83
200010	3509	FLEETPRIDE INC	6/22/2018	34.15
200011	304	MUSKOGEE COUNTY EMS	6/25/2018	562.50
200012	5008	PREMIER USA INC.	6/25/2018	2,181.33
200013	5434	SESAC, INC.	6/25/2018	159.00
200014	3102	TIGER NATURAL GAS INC	6/25/2018	1,645.82
200015	1128	WHITTINGHILL DISPOSAL SERVICE	6/25/2018	523.90
200016	121	ANDERSON, SARAH NICOLE	6/26/2018	46.82
200017	121	CASTILLO, SARAH RENEE	6/26/2018	21.73
200018	121	DEN-TEX CENTRAL	6/26/2018	401.09
200019	121	DIAMOND CREEK LLC	6/26/2018	90.00
200020	121	DIAMOND CREEK, LLC	6/26/2018	90.00
200021	121	GIBSON, DEREK LEE	6/26/2018	25.16

CITY OF MUSKOGEE CLAIMS  
JUNE 14 TO JUNE 27, 2018

CHECK NO	VENDOR NO	VENDOR NAME	CHECK DATE	CHECK AMOUNT
200022	121	GILBERT, KEVIN R	6/26/2018	56.37
200023	121	GIRTY, KODY F	6/26/2018	49.56
200024	121	JAYNE, LILLIAN	6/26/2018	52.03
200025	121	OSLIN, TIFANY ANNE	6/26/2018	48.49
200026	121	PARADIGM SHIFT	6/26/2018	48.42
200027	121	ROTH, MELISSA	6/26/2018	43.70
200028	121	SORGI-HEINRICHS, MARIA	6/26/2018	23.84
200029	121	THOMAS, HARLEY R	6/26/2018	14.97

## Regular City Council

2.

Meeting Date: 07/09/2018  
Initiator: Mark Wilkerson, Parks Director  
Department: Parks & Recreation  
Staff Information Source:

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### Information

#### AGENDA ITEM TITLE:

Approval of a three (3) year agreement with Kansas City Aerosports to supply ballooning activities for the proposed Oklahoma Festival of Ballooning to be held at Hatbox Field, or take other necessary action. (Mark Wilkerson)

#### BACKGROUND:

Kansas City Aerosports is a professional event management company out of Kansas City, Missouri specializing in planning and running Hot Air Balloon events.

KC Aerosports is the only known company providing turn key services for all aspects of hosting a Hot Air Balloon event.

Please see attachment for scope of services and qualifications.

#### RECOMMENDED ACTION:

Approve contract with Kansas City Aerosports as recommended by Staff.

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### Fiscal Impact

#### FUNDING SOURCE:

The Oklahoma Festival of Ballooning is budgeted for in the FY 2018-19 from hotel motel funds.

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### Attachments

contract  
KCA proposal  
Ok Liv Aug 1027

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## Oklahoma Festival of Ballooning

This SUPPLIER AGREEMENT (this "Agreement"), is dated as of June , 2018, by and between City of Muskogee, a municipal corporation, and Kansas City Aerosports ("Supplier" or "KCAS").

WHEREAS, Supplier desires to be the exclusive supplier of ballooning activity at the City of Muskogee Balloon Festival, OK Event in 2018 (the "Event"). This contract will be in place for a period of Three (3) years.

NOW THEREFORE, in consideration of the mutual agreements contained herein and subject to and on the terms and conditions herein set forth, the parties hereto agree as follows:

1. Event.

(a) It is anticipated that the Event will consist of a balloon festival and related activities and meet and scheduled to take place on Agreed upon dates by both parties for each year, in the City of Muskogee, at "Hatbox Field" or equivalent location to be determined each year by both parties.

(b) City Of Muskogee shall use its best efforts to organize, develop, advertise, publicize, market, promote and maximize the exposure of the Event. KCAS will provide Hot Air Balloon management, expertise, and event control as it applies to the balloon activities. All decisions as to Hot Air Balloon activities during the event are at the sole discretion of KCAS, and its staff

2. Service.

(a) Supplier shall be a sole supplier of detailed services to the Event.

(b) In consideration of being a sole supplier, subject to Section 1(b), City of Muskogee will pay KCAS a flat fee of not to exceed \$22,500. A retainer has already been paid of 2,500. The first payment of the remaining balance of \$20,000 will be paid to KCAS divided into two (2) first payment on July 15th of each year and the remaining balance to be paid on or before the start of each year's event. A retainer for each year is to be paid to KCAS prior to work starting on each current years event, with the balance to be paid as set forth in the paragraph 2(b)

(c) In addition, event will provide KCAS with show up money to be paid to the balloon teams taking part in the event. This will consist of \$400 per balloon, with each balloon qualifying for an additional \$100 for glows that they participate in. For a total of \$500.00 show up money. KCAS will pay these monies and will have an accounting to the City of Muskogee within 10 days from event. These monies are separate from the management fee as noted in paragraph (b)

(d) Event will provide an equivalent of two hotel rooms for each balloon per night, and an additional five hotel rooms for KCAS staff. This means that the event will provide a maximum of 105 hotel rooms per event night. A copy of the hotel agreement will be supplied to KCAS as soon as it is available.

(e) City of Muskogee will provide KCAS a prize fund for the Oklahoma State Balloon Championship, in the amount of \$6,000.00, and will be paid in advance to KCAS prior to the start of the event. KCAS will have full discretion as to the disbursement of said prize money. KCAS will furnish a complete accounting to the City of Muskogee upon completion of each year's event.

(f) Ballooning activities will be scheduled as following:  
See schedule for current year

(g) KCAS will seek to attract a total of 30 balloons to the event, including Corporate balloons. Special shapes will be on a budget based acceptance.

(h) Tethered balloon rides will be capped at TBD per person, with TBD from each flight paid to the event.

Passenger Free flight balloon rides can be sold at the event through KCAS.

Amount (TBD) will be split with each pilot flying said ride. City of Muskogee will receive portion of the money earned, with the amount TBD. KCAS will provide the City of Muskogee with a clear and full accounting with 10 days after completion of each years event.

(j) Propane will be paid for directly by the City of Muskogee. A copy of the propane agreement will be presented to KCAS 30 days prior to event start. KCAS to work directly with propane company to arrange times.

(k) Event will again provide a pilot tent, or suitable location ( airplane hangar) with food and Drinks provided at each AM and PM briefing paid for by the City of Muskogee

### 3. Marketing Materials and Approvals.

(a) Each party shall supply its logo, artwork and other materials necessary for the other party to create the materials using such party's name, trademarks and/or logos.

(b) Except as expressly provided herein, no right, property, license, permission or interest of any kind in or to the use of any logo, trademark, trade name, color combination or insignia owned or used by a party is or is intended to be given or transferred to or acquired by any other party by the execution, performance or nonperformance of this Agreement or any part hereof. Each party agrees that it shall in no way contest or deny the validity of, or the right or



title of any other party in or to, such trademark, trade name, or insignia, by reason of this Agreement.

4. Representations and Warranties. Each party represents and warrants to the other that it has the right to enter into this Agreement and to perform its obligations hereunder and that it shall comply in all respects with all applicable federal, state and local laws, rules and regulations applicable hereto. Each party further represents, warrants and agrees that neither the entering into or performing of this Agreement by such party, nor any materials supplied or rights granted by such party herein, shall violate, infringe or conflict with any rights, including, without limitation, any copyright, trademark, or other proprietary right and/or any right of privacy or publicity rights, of any person or entity.

5. Indemnification. To the extent permitted by law:

(a) City of Muskogee shall indemnify, defend and hold harmless Supplier and its affiliates and each of its partners, directors, officers, agents and employees and their representatives from and against any and all losses, liabilities, claims, costs, damages and expenses (including, without limitation, reasonable attorneys' fees) (collectively, "Losses") arising out of (i) any breach by City of Muskogee of any provision of this Agreement or (ii) the use by Supplier of City of Muskogee's logos, name or trademarks as approved by City of Muskogee, or Suppliers use of any other material supplied by City of Muskogee to Supplier used in accordance with this Agreement, including, without limitation, Losses arising out of claims of infringement or misappropriation of any copyright, trademark or other proprietary right and/or claims related to invasion of privacy or violation of publicity rights. This obligation shall not apply to any Losses caused by the gross negligence or willful misconduct of Supplier or its directors, officers, employees or agents.

(b) Supplier shall indemnify, defend and hold harmless City of Muskogee and its parent, subsidiaries and affiliated companies and each of its partners, directors, officers, agents and employees and their representatives from and against any and all Losses arising out of (i) any breach by Supplier of any provision of this Agreement or (ii) the use by City of Muskogee of Supplier logos, names or trademarks as approved by Supplier, or City of Muskogee use of any other material supplied by Supplier to City of Muskogee used in accordance with this Agreement, including, without limitation, Losses arising out of claims of infringement or misappropriation of any copyright, trademark or other proprietary right and/or, in the Event Supplier uses any materials which refer to any of the Players, and the materials were not approved by City of Muskogee, then claims related to invasion of privacy or violation of publicity rights. This obligation will not apply to any Losses caused by the gross negligence or willful misconduct of City of Muskogee or its partners, directors, officers, employees or agents.

6. Confidentiality. To the extent disclosure is not required by the Oklahoma Open Meeting Act, the parties agree that all terms and conditions of this Agreement, including, without limitation, the Supplier Amount, are and shall remain confidential and shall only be disclosed internally to directors, officers and employees of Supplier and City of Muskogee and each of their affiliates and specifically involved employees of their advertising and promotional agencies on a confidential, "need-to-know" basis and as may be required by applicable law. In addition, neither party shall disclose to any third party, without the prior written consent of the other party,

any confidential information or trade secret of the other party learned during the performance of this Agreement, and shall use such confidential information or trade secret only in connection with the Event. Notwithstanding the foregoing, if there exists a prior confidentiality agreement between City of Muskogee and the Supplier, all terms and conditions of this Agreement, including, without limitation, the amount of the Supplier Amount as well as any confidential information or trade secret of the other party learned during the performance of this Agreement, shall be kept confidential in accordance with the terms of that confidentiality agreement.

7. Insurance. KCAS shall secure and maintain liability insurance in amounts not less than the following:

\$25,000.00 – Property Damage

\$125,000.00 – Death or Injury to any one person in any one accident

\$1,000,000.00 - Single occurrence or accident liability for any number of claims arising out of a single accident or occurrence.

All of such insurance shall be written and maintained in responsible companies satisfactory to the City of Muskogee, with the City of Muskogee being named as an additional insured.

8. Force Majeure; Cancellation; Suspension. In the event of any earthquake, fire, flood, severe weather or precipitation, explosion, riot, war, civil unrest, terrorist attack or any other event beyond City of Muskogee control that makes it impracticable for City of Muskogee to conduct the event as scheduled, City of Muskogee shall have the right to suspend and/or permanently cancel the Event. City of Muskogee shall consult with KCAS in good faith prior to taking any action with respect to such suspension and/or cancellation. If City of Muskogee elects to suspend the Event as provided above for a period of more than six (6) months, Supplier shall have the right to terminate this Agreement and receive the Refund for the Event. Inclement weather during the event weekend is not grounds for cancellation or suspension of the event.

9. Termination.

(a) Supplier shall have the right to terminate this Agreement upon written notice to City of Muskogee if: (i) there is a material breach of this Agreement by City of Muskogee, including but not limited to the material breach of any representation or warranty by City of Muskogee, which breach is not cured by City of Muskogee within fifteen (15) days of receipt of notice of such breach from Supplier; or (ii) the Event is cancelled or suspended in whole or in part for any reason not described in Section 8. No later than fifteen (15) days after receipt of the notice of termination pursuant to paragraph City of Muskogee shall refund to Supplier the Sponsorship Amount, and in the Event of termination pursuant to paragraph, City of Muskogee shall refund to Supplier any unused portion of the Supplier Amount, to the date of such notice of termination, to organize and/or operate the Event

(b) City of Muskogee shall have the right to terminate this Agreement if there is a material breach of this Agreement by Supplier, including without limitation any material breach

of a representation or warranty by Supplier which breach is not cured by Supplier within fifteen (15) days of receipt of notice of such breach from City of Muskogee. Inclement weather will not be grounds for termination of this contract. Nor will it be considered a breach of contract. It is expressly understood by both parties that each year of funding required by the City under this agreement is contingent upon an annual budget appropriation to the Oklahoma Municipal budget act.

10. Independent Contractors; No Partnership. The parties are independent contractors and shall have no power or authority to assume or create any obligation or responsibility on behalf of each other. This Agreement shall not be construed to create or imply any partnership, agency, or joint venture.

11. Notices. Notices hereunder shall be in writing. All notices and payments hereunder shall be delivered by personal delivery or by overnight courier (shipping prepaid) delivered to the address for each party as set forth below. The date of such personal or courier delivery shall be the date of service of such notice or payment. Any change of the addresses below shall be made only in writing:

12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard to conflict of laws principles, and the competent courts of the State of Oklahoma shall have exclusive jurisdiction in any matter arising out of or relating to this Agreement.

13. Assignment. Neither this Agreement nor any of the parties' rights or obligations hereunder shall be assigned or transferred by any party without the prior written consent of the other party, such consent not to be unreasonably withheld.

14. Entire Agreement/Modifications. This Agreement contains the entire understanding of the parties relating to the subject matter hereof and supersedes any prior agreements or understandings (whether written or oral) relating hereto. This Agreement may not be modified, altered or amended except in a writing executed by both parties hereto.

15. No Injunctive Relief. The parties' remedies for any breach of this Agreement are expressly limited to money damages, if any, and neither party shall be entitled to enjoin, restrain or in any way interfere with the Event or any other events (including, without limitation, any promotions or other advertising) planned in connection therewith.

16. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

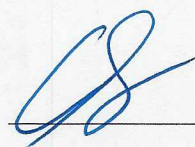
17. Survival. Sections 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 15 and 17 shall survive any expiration or termination of this Agreement.

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the first date above written.

**KC AEROSPORTS**

 Pres. 6/26/18

**CITY OF MUSKOGEE**

\_\_\_\_\_  
John R. Coburn, Mayor

Attest:

\_\_\_\_\_  
Tammy L. Tracy, City Clerk

Approved as to form and legality this \_\_\_\_ day of June, 2018 on behalf of the City of Muskogee.

\_\_\_\_\_  
Roy D. Tucker, City Attorney



# HOT AIR BALLOON EVENT MANAGEMENT

Oklahoma Festival of Balloons

Oklahoma State Championship

Muskogee, Oklahoma August 17<sup>th</sup>-18<sup>th</sup> 2018

## Build community pride with an exciting and uplifting event featuring hot air balloons!

Kansas City AeroSports' team of professionals, will work closely with the Muskogee Parks and Recreation, and the city of Muskogee to produce a Hot air Balloon event, August 17<sup>th</sup>-18<sup>th</sup>, 2018. Our team has vast experience flying in, coordinating and managing special events that include balloon festival flights, competition flights, evening balloon glows, VIP balloon rides, paid passenger rides, and tether rides in hot air balloons. Kansas City AeroSports owns the rights to the "Oklahoma State Championship" This will bring in pilots from all over to compete for this. Hatbox Field lends its self-well to both the Hot Air Balloon activities and to the public. All activities can be in one location. Making it an excellent fit!

## Expansive Social Media of Another Kind

There aren't many things that will draw the awe and attention of a crowd more than the massive kaleidoscope of nylon fabric covering an open grassy area. People – strangers, family, and friends alike – begin socializing with each other with sparkles and kindness in their eyes. They also share hundreds of photos on their social media sites with mentions of your event that broadens your impact beyond measure!

## Our Experience Saves You Time, Money, and Energy

Kansas City AeroSports team members have either served as balloonmeister, event coordinator, manager and director of the following hot air balloon events. Combined, our team's stats are increasing every year!

**458**

Hot Air Balloon Teams

**18**

Events

**650,000**

Attendees

- The Tulsa International Balloon Festival, Tulsa, OK
- Huff 'n Puff Hot Air Balloon Rally, Topeka, KS
- The Great American BBQ and Balloon Rally, The Woodlands, Kansas City, KS
- Gatesway International Balloon Festival, Tulsa, OK
- The 1<sup>st</sup> Great Midwest Balloon Fest, The Greater Kansas City Area

- Make-A-Wish Balloon Glow, The Greater Kansas City Area

We've also flown in dozens of events coast to coast – and in Mexico – such as the Albuquerque International Balloon Fiesta and New Jersey Festival of Ballooning. Flying in a wide range of events each year gives us exposure to best practices and new ideas that can help make your event a success!

















**BALLOONMEISTER SERVICES  
AND MANAGEMENT OF BALLOON TEAMS:  
OVERALL EVENT PLANNING AND MANAGEMENT:  
Working with the Muskogee Parks and Recreation and the City Of Muskogee**



<ul style="list-style-type: none"> <li>• Invitation and coordination of FAA certified lighter-than-air hot air balloon pilots, their balloons and flight crews,</li> <li>• Event safety officer,</li> <li>• Securing and set-up of propane refueling area</li> <li>• Federal Aviation Administration [FAA] liaison,</li> <li>• Nearby airport tower communications,</li> <li>• Hot air balloon pilot competition(s) and awards</li> <li>• On-air media interviews as opportunities require.</li> <li>• Operations manuals</li> <li>• KCAS owns the Oklahoma State Championship</li> </ul>	X X X X X X X X X

**OVERALL EVENT PLANNING AND MANAGEMENT:  
Working with the City Of Muskogee.**

<p><b>August 24<sup>th</sup>-26<sup>th</sup></b> these dates compliment your hot air balloon schedule of media flights, competition flights, passenger flights, tether rides, and evening glows.</p> <p>Weather patterns, other hot air balloon events and other local/regional events have been taken into consideration. These dates will be the most</p>	X



accommodating	
<p><b>Event site selection/layout, amenities, and “staffing”</b> such as:</p> <ul style="list-style-type: none"> <li>• Crowd control fencing,</li> <li>• Way finding signage,</li> <li>• Portable restroom facilities and hand sanitizer stations,</li> <li>• Parking for event attendees,</li> <li>• VIP guests,</li> <li>• City services fire and ambulance,</li> <li>• Food and merchandise vendors,</li> <li>• Trash receptacles and daily pick up throughout the even, and</li> <li>• Volunteers.</li> </ul>	        
<p><b>Hotel accommodations</b> <i>(2 rooms per hot air balloon team for each of the nights)</i></p> <ul style="list-style-type: none"> <li>• Property MUST have parking space for trucks with trailers and other large vehicles.</li> <li>• Food availability very late and very early would be an added bonus. Without that, rooms should be stocked with a refrigerator, microwave, coffee and coffee makers.</li> <li>• Group all pilots and crew members in the quietest section of your facility. Typical sleep hours are midnight to 4:00 a.m. and Noon to 4:00 p.m. Expect activity before and after as flights are flown at sunrise and sunset.</li> </ul>	     
<b>Hospitality tent(s)</b> for pilots, crewmembers, passengers, and VIPs.	
<p><b>Liaison for local government</b> relationship management:</p> <ul style="list-style-type: none"> <li>• Securing any required event permits, licenses, fees, and insurance.</li> <li>• Arranging onsite security and emergency response team presence and/or availability.</li> </ul>	 
<b>Coaching local event champions</b> on how to rally the community, secure financial sponsorship, and volunteer support for a community celebration and/or charitable fundraiser event.	

<b>Landowner pre-event education</b> open forum + certificates of appreciation for all balloon teams to award to landowners, if necessary	
<b>Volunteer way-finding crew</b> to direct attendees, run for ice, water, trash, and communications with security, etc.	

## EVENT MARKETING AND PROMOTION:

<b>Social media plan</b> with local support and sharing of posts and promotional content (Facebook Live, Twitter, ....)	X

## ADDITIONAL EVENT ACTIVITY provided by Kansas City Aerosports

<b>Management of hot air balloon ride experiences</b> for attendees, sponsors, and promotional contest winners.	X
<b>Management of tether rides experiences</b> for attendees. <ul style="list-style-type: none"> <li>Three new trucks must be provided for the duration of the event to KC AeroSports per each tethered balloon.</li> </ul>	X
<b>Balloon Announcer for Launches and Glows</b> <ul style="list-style-type: none"> <li>Provided portable speaker system – or – using available onsite AV system</li> </ul>	X

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# Soaring Over Oklahoma

Hot air balloon festivals offer colorful views and family fun.

◀ OKLAHOMA STORIES | August 2017 | Laura Araujo

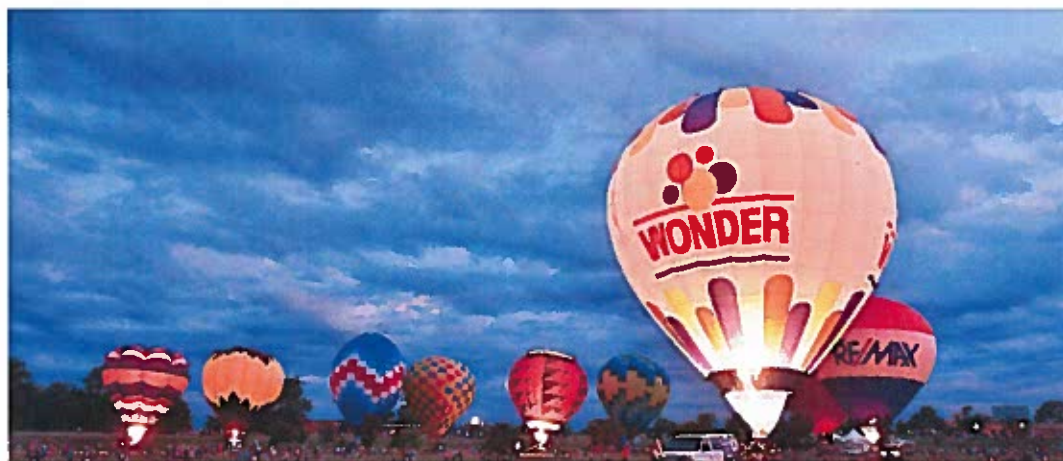


Photo by Laura Araujo

## Story Highlights

The first time Chris Sabia went on a hot air balloon ride changed his life. He fell in love with it and eventually became a pilot.

Sabia met his wife, Amanda, when she was sent for a hot air balloon ride. They married in 2000 and she got her pilot license the next year.

The Sabias now travel the country, sharing their passion for ballooning with spectators at hot air balloon festivals. There are three festivals in the state over the next few months, like the Gatesway Balloon Festival on Sept. 15-17 in Broken Arrow, Oklahoma.

When Chris Sabia was 14-years-old, he went on a hot air balloon ride. He had no idea that flight would shape the rest of his life.

"My mom purchased a ride for my dad's 40th birthday, and I fell in love with it," Chris Sabia says. "I began working as a balloon crew member and got my hot air balloon pilot's license in 1994."

The self-professed aviation junkie went on to get his fixed-wing license and now works as a commercial airline pilot.

His wife, Amanda Sabia, was working as a real estate agent for RE/MAX—a company identifiable by its hot air balloon corporate symbol—when she met Chris.

RE/MAX sent me for a hot air balloon ride and Chris was my pilot. It really was fun," she says. "I started crewing for them in 1999 and we got married in 2000."

The following year, Amanda Sabia procured her own license as a commercial hot air balloon pilot.

Over the years, the pair has piloted balloons for a number of national brands including Wonder Bread, RE/MAX, Coca-Cola and Kellogg's. They are the owners of Kansas City Aerosports in Overland Park, Kansas, where they reside, and have served as balloon managers for several Oklahoma and Kansas-based hot air balloon festivals.

At a recent Oklahoma balloon festival, Amanda Sabia piloted the Wonder Bread balloon. What bread-lovers might not know is the familiar red, yellow and blue Wonder Bread packaging was inspired by colorful hot air balloons.

"Wonder Bread was founded in 1921 with Elmer Cline as the bakery manager. He was charged with naming the new bread," Amanda Sabia explains. "He visit International Balloon Race that was taking place at the Indianapolis Speedway and named the product after the wonder of watching those balloons."

It's that sense of wonder that drives the Sabias to travel the country and share their passion for ballooning with fascinated spectators.

"My favorite thing is watching the faces of the children—and sometimes that child is 80 years old. Their features are softer, they're smiling, it's a very pleasurable experience," Amanda Sabia says.

One of the highlights of a hot air balloon festival is the evening glow. During a glow, balloons are tethered to the ground and inflated. The pilot regularly fills the balloon with heated air, using a propane burner, which creates a glowing effect.

"The glows are what spectators love. The balloons are like big Christmas bulbs. It's beautiful, very magical," Amanda Sabia says.

The glow offers festival-goers an opportunity to see balloons up-close, take unique photos, and chat with balloon pilots and crew.

"Do you have any questions?" Amanda Sabia asks a small crowd as she ignites her burner to keep the balloon inflated. She makes sure to keep it filled with enough air so the nylon envelope stays upright, but not so much that it begins to lift off the ground. When the air inside the balloon is hotter—and therefore less dense than the outside air temperature, it causes the balloon to fly.

She explains to those gathered around her wicker basket that balloons are only able to fly in the morning—just after sunrise—and in the evening—just before sunset. As the sun heats the earth during the day, it heats varying surfaces differently. Asphalt gets hotter than a field of grass, for example. This creates thermal air currents that are unstable during the middle of the day. For an airplane this isn't an issue—but you can't steer a balloon.

"The only way we can navigate is by going up or down, and if we can find a change in wind direction at a different altitude; then we can go right or left," Amanda Sabia says.

Before flying, balloon pilots release helium balloons to help them determine what is happening with the wind at varying altitudes. Weather conditions must be just right in order for balloons to go up: winds must be less than 10 miles per hour, there must be three miles of visibility, no rain, and no thunderstorms in the area.

"Weather is our best friend and greatest enemy. When Mother Nature is on your side it's great, but when she's in bad mood, forget about it," she says.

In addition to the evening glows, another highlight of many balloon festivals are the competition flights. Balloon pilots drive a few miles away from the event and inflate their balloons. They fly back toward the festival field and attempt to drop a baggy onto a giant X in the middle of the field.

"When we fly, we fly for accuracy, not for speed. We want to be the most accurate, not the first to the target. The baggy closest to the center of the X scores the most points," Amanda Sabia explains.

For spectators, the competition flights are exciting as the balloons can first be spotted as colorful dots on the horizon; they gradually get closer and closer, and finally drop to the ground as they aim for the target.

Like Amanda Sabia, most hot air balloon pilots are happy to share their knowledge of ballooning with curious onlookers.

"We love to teach people how to do it. Never hesitate to come out and talk to a balloonist," she says.

Having started with the sport at a young age, Chris Sabia now enjoys passing on his love for ballooning to children and youth, including his 3-year-old nephew, White.

"I would encourage young people to come out and experience it," Chris Sabia says.

"Bring the kiddos and the grandparents. It's a family experience," Amanda Sabia adds. **OK!**

**ADVERTISE WITH US >**

**Regular City Council**

**3.**

**Meeting Date:** 07/09/2018

**Initiator:** Gary Garvin, Planning Director

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**Information**

**AGENDA ITEM TITLE:**

Approval of an Amended Plat of York 1st Addition, consisting of two (2) lots on 2.22 acres, located at 100 N. York Street, or take other necessary action. (Gary D. Garvin)

**LEGAL DESCRIPTION:**

THE SOUTH 250.00 FEET OF THE NORTH 661.00 FEET OF THE EAST 230.50 FEET OF THE WEST 270.50 FEET OF LOT 3 (NW/4 NW/4) OF SECTION 31, T15N, R19E, OF THE I.B.&M., MUSKOGEE COUNTY, STATE OF OKLAHOMA.

AND

THE EAST 154.50 FEET OF THE WEST 425.00 FEET OF THE SOUTH 250.00 FEET OF THE NORTH 661.00 FEET OF LOT 3 (NW/4 NW/4) IN SECTION 31, T15N, R19E OF THE I.B. & M., MUSKOGEE COUNTY, STATE OF OKLAHOMA.

CONTAINING A TOTAL OF 2.22 ACRES, MORE OR LESS.

AKA, LOTS 1 AND 2, YORK 1ST ADDITION.

**BACKGROUND:**

The applicants, Joe and Rosemary Seabolt, are requesting approval of an Amended Plat of York 1st Addition, consisting of two (2) lots on 2.22 acres. When the property was originally platted in the early 90's, there was a mistake in the legal description. The amended plat is correcting that mistake. The applicant is in the process of selling the property to allow the new owner to build a restaurant on the property.

**RECOMMENDED STAFF ACTION:**

Approve the Amended Plat of York 1st Addition.

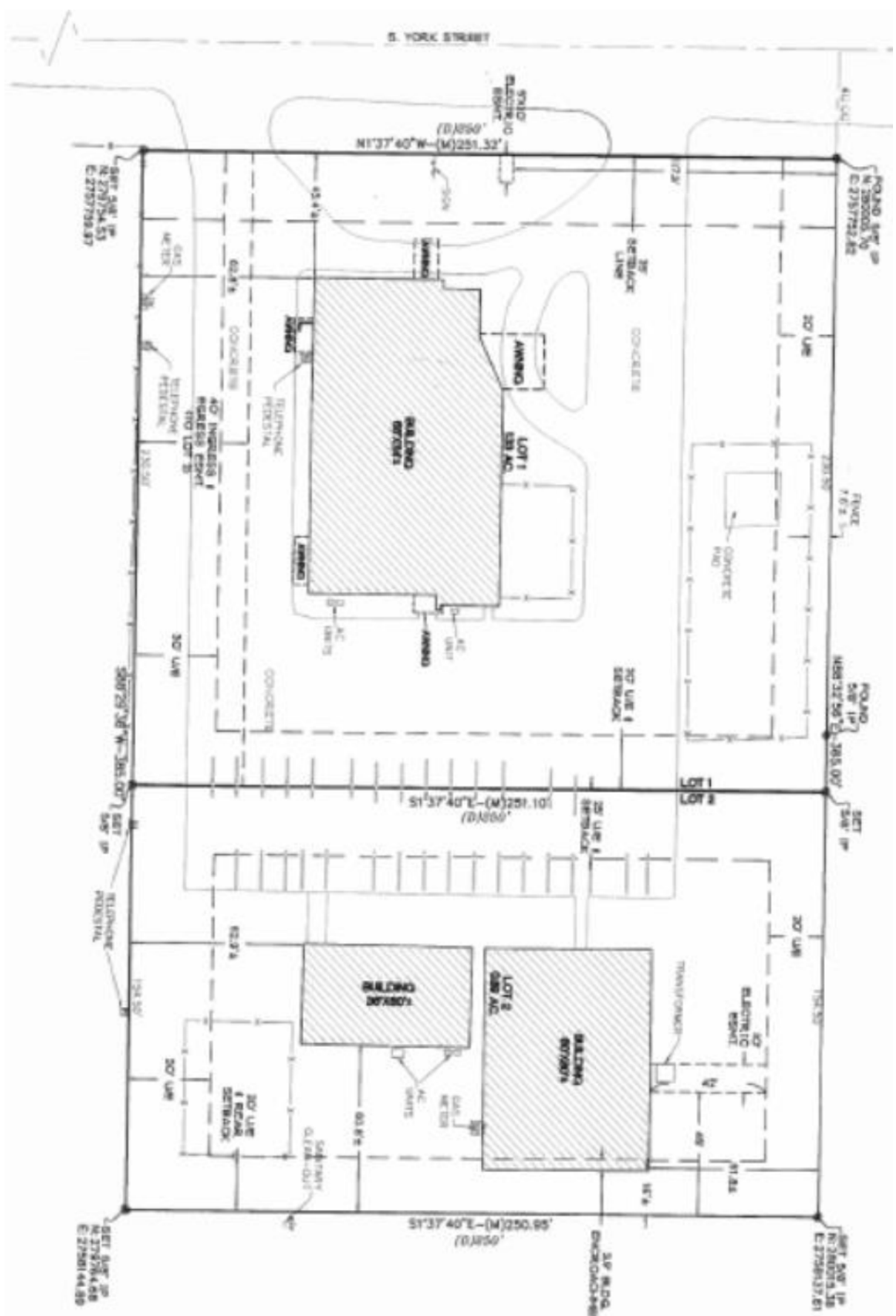
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**Fiscal Impact**

**Attachments**

Amended Plat of York 1st Addition

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**Regular City Council**

**4.**

**Meeting Date:** 07/09/2018  
**Initiator:** Matthew Beese, Deputy City Attorney  
**Department:** City Attorney  
**Staff Information Source:**

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**Information**

**AGENDA ITEM TITLE:**

Consider approval of Ordinance No. 4050-A accepting the terms and conditions of Amendment No. 5 to the Muskogee War Memorial Park Authority Trust instrument, or take other necessary action.  
(Councilor Jaime Stout)

**BACKGROUND:**

The Trustees have proposed a modification to the method of appointment of Trust members. Currently, the City Council appoints all nine members of the Trust. The proposed modification will provide six of the appointments to the City Council and three of the appointments to the sitting trustees. The implementation of the modification will occur with the sitting Trustee appointments being every third appointment as part of the established Council appointment rotation beginning with the first sitting Trustees appointment being the next available opening.

**RECOMMENDED ACTION:**

Approve proposed amendment.

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**Fiscal Impact**

**Attachments**

4050-A 07-09-2018 Ord. War Memorial  
Signed

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**ORDINANCE NO. 4050-A**

AN ORDINANCE ACCEPTING THE TERMS AND CONDITIONS OF  
AMENDMENT NO. 5 TO THE MUSKOGEE WAR MEMORIAL PARK  
AUTHORITY TRUST INSTRUMENT

WHEREAS, the Muskogee War Memorial Park Authority was created pursuant to a Trust Indenture dated April 9, 1973, and in which Trust Indenture, the City of Muskogee, Oklahoma, is designated as the exclusive beneficiary; and

WHEREAS, the Muskogee War Memorial Park Authority is a public trust created and existing under the Oklahoma Public Trust Act for the benefit of the City of Muskogee, Oklahoma, and is the owner, lessee or operator of the Muskogee War Memorial Park; and

WHEREAS, The City of Muskogee, On April 9, 1973, did adopt Ordinance No. 975-A, accepting sole and exclusive beneficial interest in the Muskogee War Memorial Park Authority after having found and determined that the said Trust Indenture designated the City of Muskogee, Oklahoma, as its sole and exclusive beneficiary of said Trust, and that it would be in the best interest of the City of Muskogee, Oklahoma, and the promotion of the development of the Muskogee area to accept all of the beneficial interest of said Muskogee War Memorial Park Authority Trust, in accordance with the terms of the aforesaid Trust Indenture; and

WHEREAS, the City of Muskogee, Oklahoma, has reviewed the aforesaid Fifth Amendment to the Trust Indenture, of which a copy of said amendment is attached hereto, marked Exhibit "A" and made a part hereof and being in agreement therewith, finds that the same is in the best interest of the public health, safety and welfare of the Muskogee area.

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

Section 1: That the Muskogee War Memorial Park Authority Trust, created by Trust Indenture dated April 9, 1973, herein the City of Muskogee, Oklahoma remains the sole and exclusive designated beneficiary of the Muskogee War Memorial Park Trust, hereby re-accepts the beneficial interest therein and all the terms and provisions of said Trust Indenture, as amended as provided in Amendment Number Five, a copy of which is attached hereto, marked Exhibit "A", and made a part hereof.

Section 2. That the Mayor and City Clerk are hereby authorized, instructed and directed to endorse upon the original of said Fourth Amendment to the Trust Indenture, the approval of the City of Muskogee, Oklahoma, and the City's acceptance and re-acceptance of the beneficial interest therein and to cause the said Fifth Amendment to the Trust Indenture to be recorded in the Office of the County Clerk of the County of Muskogee, Oklahoma, and such other counties as the Muskogee War Memorial Park Authority may do business in.



PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF  
MUSKOGEE, OKLAHOMA THIS \_\_\_\_ DAY OF \_\_\_\_\_, 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

THE TRUSTEES ACCEPT THE TRUST HEREIN MODIFIED AND PROVIDED FOR, AND AGREE TO CARRY OUT THE PROVISIONS OF THIS TRUST INDENTURE ON THEIR PART TO BE PERFORMED.

IN WITNESS HEREOF, the Chairman and trustees have hereunto set their hands executing this instrument in multiple counterparts on this 16<sup>th</sup> day of May, 2018.

**MUSKOGEE WAR MEMORIAL PARK AUTHORITY**

  
Jaime Stout, Chairman

  
Tom Hampton, Trustee

  
John Martin, Trustee

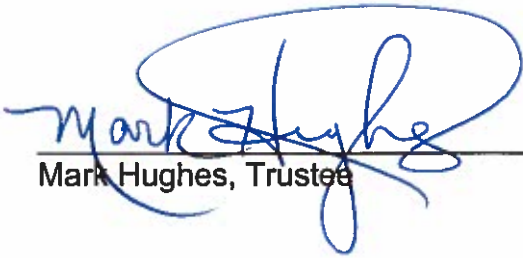
\_\_\_\_\_  
Lanny Cartwright, Trustee

  
Donald Wardlow, Trustee

  
David Weston, Trustee

  
Angie O'Neal, Trustee

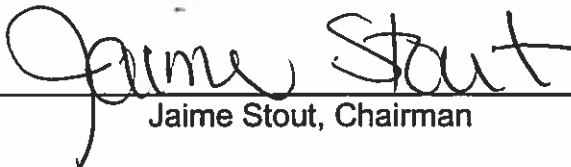
  
Brent Trout, Trustee

  
Mark Hughes, Trustee


APPROVAL AND CONSENT OF TRUSTEES

The Muskogee War Memorial Park Authority, an Oklahoma Public Trust, acting on behalf of the municipality beneficiary known as the City of Muskogee, Oklahoma, hereby expressly approves and consents and agrees to the above and foregoing FIFTH AMENDMENT to the Trust Indenture of the Muskogee War Memorial Park Authority, this 16<sup>th</sup> day of May, 2018.

MUSKOGEE WAR MEMORIAL PARK AUTHORITY

By   
Jaime Stout, Chairman

ATTEST:

  
Tammy L. Tracy, City Clerk

STATE OF OKLAHOMA )  
MUSKOGEE COUNTY )



Before me, the undersigned Notary Public in and for said state and county, on this 16 day of May, 2018, personally appeared Jaime Stout, Tom Hampton, John Martin, Lanny Cartwright, Donald Wardlow, David Weston, Angie O'Neal, Brent Trout, and Mark Hughes to me known to be the identical persons who subscribed the name of Muskogee War Memorial Park Authority, to the foregoing instrument as its Trustees and acknowledged to me that they executed the same as their free and voluntary acts and deeds and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

Given under my hand and seal of office the day year last above written.

**Regular City Council**

**5.**

**Meeting Date:** 07/09/2018

**Submitted For:** Rex Eskridge, Police

**Initiator:** Gayle Johnson,  
Chief Secretary

**Department:** Police

**Staff Information Source:**

---

**Information**

**AGENDA ITEM TITLE:**

Receive presentation proclaiming August 7, 2018 as "National Night Out 2018," and authorize the City's participation in the program, or take other necessary action. (Rex Eskridge)

**BACKGROUND:**

The National Night Out Proclamation is a unique opportunity for Muskogee to join forces with thousands of other communities across the country in promoting cooperative, police-community crime prevention efforts.

**RECOMMENDED ACTION:**

Approval of the proclamation.

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**Fiscal Impact**

**Attachments**

Proclamation

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# PROCLAMATION

WHEREAS, the National Association of Town Watch (NATW) is sponsoring a unique, nationwide crime, drug and violence prevention program on August 7th, 2018, entitled "National Night Out"; and

WHEREAS, the "35th Annual National Night Out" provides a unique opportunity for Muskogee to join forces with thousands of other communities across the country in promoting cooperative, police-community crime prevention efforts; and

WHEREAS, Action in Muskogee – Safe & Secure in conjunction with Muskogee Community Police Action Board plays a vital role in assisting the Muskogee Police and Sheriff Departments through joint crime, drug and violence prevention efforts in Muskogee and is supporting "National Night Out 2018" locally; and

WHEREAS, it is essential that all citizens of Muskogee be aware of the importance of crime prevention programs and impact that their participation can have on reducing crime, drugs and violence in Muskogee; and

NOW, THEREFORE I, Bob Coburn, Mayor of the City of Muskogee, do hereby call upon all citizens of Muskogee to join Neighbors Building Neighborhoods and the National Association of Town Watch in supporting the "35th Annual National Night Out" on August 7, 2018.

FURTHER, LET IT BE RESOLVED THAT, Bob Coburn, Mayor, do hereby proclaim Tuesday, August 7th, 2018, as

## NATIONAL NIGHT OUT in MUSKOGEE

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Bob Coburn, Mayor

**Regular City Council**

**6.**

**Meeting Date:** 07/09/2018

**Submitted For:** Roy Tucker, City Attorney

**Initiator:** Roy Tucker, City Attorney

**Department:** City Attorney

**Staff Information Source:** City Attorney

---

**Information**

**AGENDA ITEM TITLE:**

Consider approval of Resolution No. 2733 authorizing participation in the Oklahoma Mutual Assurance Group Recognition Program, or take other necessary action. (Roy D. Tucker)

**BACKGROUND:**

OMAG has prepared a model resolution for adoption which will ensure the City receives the \$10,000 premium rebate related to our adoption of the best practices manual and training which occurred

**RECOMMENDED ACTION:**

Approve the Resolution.

---

**Fiscal Impact**

**Attachments**

Proposed Resolution

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## **RESOLUTION NO. 2733**

### **A RESOLUTION AUTHORIZING PARTICIPATION IN THE OMAG RECOGNITION PROGRAM**

**WHEREAS**, the City of Muskogee believes the best run municipalities have fewer liability claims and the claims they have place fewer demands on municipal resources; and

**WHEREAS**, the City of Muskogee participates in the Municipal Liability Protection Plan provided by OMAG (the Oklahoma Municipal Assurance Group); and

**WHEREAS**, OMAG is the City of Muskogee's provider of insurance and risk management solutions; and

**WHEREAS**, OMAG has established a program to recognize member municipalities which have committed themselves to obtaining training above and beyond the legally required training and which have taken certain actions which show that the member is committed to operating under certain best practice recommendations; and

**WHEREAS**, during the current fiscal year:

- Each member of the governing body received, either in person or by distance learning, the training required for participation in the OMAG recognition program; and
- The governing body has adopted a governing body handbook or, if a handbook had previously been adopted, the body has reviewed and updated the handbook to reflect the best practice recommendations from OMAG; and
- Each member of the governing body completed the OMAG recommended Stability Test and the results of the test were reviewed by the governing body to self-audit its performance; and
- The governing body reviewed the Declarations and Explanation of Coverage page for its liability policy with OMAG; and

**WHEREAS**, due to the above actions by the governing body and its members, the City of Muskogee is now eligible to participate in the OMAG Recognition program.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF MUSKOGEE THAT THE CITY OF MUSKOGEE REQUESTS THAT IT BE CONSIDERED FOR PARTICIPATION IN THE OMAG RECOGNITION PROGRAM.**

ADOPTED by the City of Muskogee of Muskogee, Oklahoma, after full compliance with the Oklahoma Open Meeting Act.

\_\_\_\_\_  
JOHN R. COBURN, CHAIRMAN

ATTEST:

\_\_\_\_\_  
TAMMY L. TRACY, CITY CLERK  
(seal)

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

\_\_\_\_\_  
ROY D. TUCKER, CITY ATTORNEY



**Regular City Council****7.****Meeting Date:** 07/09/2018**Submitted For:** Greg Riley, Public Works**Initiator:** Christy Byrd,  
Office  
Administrator  
I**Department:** Public Works**Staff Information Source:** Greg Riley, Director of Public Works; Mike Stewart, Assistant City Manager; George Kingston, Assistant Director of Public Works-Utilities, Jim Wixom, Assistant Director of Public Works- Operations, Jessica Zwirtz, Engineering Tech

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**Information****AGENDA ITEM TITLE:**

Consider approval to submit a BUILD grant application for the Muskogee Main Street Connections Complete Street Project, or take other necessary action. (Greg Riley)

**BACKGROUND:**

The purpose of the proposed traffic calming/road diet project is to make the Main Street corridor more accessible to pedestrian, bicycle traffic as well as better access to parking. This will be accomplished by narrowing the existing corridor from Elgin Street to Denison Avenue from four through lanes to two through lanes with turn lanes at the intersections. To accomplish the narrowing while accommodating traffic demands, we will be coordinating new traffic signals with each other and the railroad to better move traffic through the corridor. We will be using the latest technology in the signals and will also make improvements to the railroad crossings to allow for a Quieter Zone for the train traffic. A bike lane will be added that connects the Centennial Trail to the south to new bike lanes that will be added on Denison to the north. Angled parking will be provided along Main Street. The entrance to the corridor from the south will begin with a traffic circle at Elgin Street. The completed project will result in a whole new and different look for this entrance into Downtown and the Depot District. Enhancing the look and feel of the area. The project is estimated at \$2.8 million. The City's match will be \$339,000. We have support of the Depot District, County, ODOT, Downtown Muskogee, Railroad, Muskogee Area Cyclists, Veteran's Administration and State Legislature. This is not the acceptance of any grant but merely the seeking of Council permission to submit an application.

**RECOMMENDED ACTION:**

Approval from the Council authorizing staff to submit the described BUILD grant application.

---

**Fiscal Impact****Attachments**

*No file(s) attached.*

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**Regular City Council**

**8.**

**Meeting Date:** 07/09/2018

**Submitted For:** Roy Tucker, City Attorney

**Initiator:** Leslie Arnold,  
Attorney Secretary

**Department:** City Attorney

**Staff Information Source:** City Attorney

---

**Information**

**AGENDA ITEM TITLE:**

Consider approval of an amended lease for an extended term of twenty-five (25) years between the City of Muskogee and the Oklahoma Department of Rehabilitation Service, beginning on July 9, 2018, for the property commonly known as Civitan Park, or take other necessary action. (Roy D. Tucker)

**BACKGROUND:**

Since at least 1968, the City of Muskogee has utilized a parcel of property owned by the State of Oklahoma, Department of Rehabilitation Services, (DRS), as the park and recreation area known as Civitan Park. Typically every 3 years, this lease comes up for renewal, however, this agreement is for a twenty-five (25) year lease for the nominal sum of \$200.00 the first year and the cost of maintenance for subsequent years. This existing lease, executed on July 9, 2017 will expire on June 30, 2027.

**RECOMMENDED ACTION:**

Approval of the twenty-five year lease beginning on July 1, 2018 between the City of Muskogee and the Oklahoma Department of Rehabilitation Services for the property commonly known as Civitan Park.

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**Fiscal Impact**

**Attachments**

Proposed amended lease

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# STATE OF OKLAHOMA INTERAGENCY CONTRACT

This Contract made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018 pursuant of 74 O.S. 1008 by and between the State Department of Rehabilitation Services, ("DRS"), and City of Muskogee ("City").

Witnesseth: That, DRS, in consideration of the covenants and agreements hereinafter set forth, does, by these presents, demise, lease and let go unto City, for park purposes only, the following described property situated in Muskogee County:

Part of Lot 2 and of the NW quarter of the NE quarter of Section 30 (30) Township 15 (15) North Range 19 (19) East of the Indian Base and Meridian described as follows:

Beginning at a point on the North line of said Lot 2, 445.5 ft. West of the NE corner of said Lot 2; thence South parallel with the West line of said Section 30, to an intersection with the Creek-Cherokee Nation line; thence Southwesterly along the Creek-Cherokee Nation line to SE corner of said Lot 2; thence West, along the South line of said Lot 2 and of said NW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of said Section 30 to the East line of the Right-of-way of the Muskogee Electric Traction Company; thence North along the said East line of the said Right-of-way to the North line of said Section 30; thence East along the North line of said Section 30 to the point of the beginning, containing 43 acres more or less. Also known as Civitan Park.

The City has agreed to further improve the above described real property as a park and recreation area and shall use the property for park purposes only. The City will keep the area mowed and restrooms clean, along with providing maintenance on the buildings located upon the land. The Oklahoma School for the Blind (OSB) will be able to use all park facilities at no charge for students and/or staff on a recognized school activity.

The State will accept these agreements as compensation for a sum of \$200.00 for the first year with continued maintenances and use by OSD as compensation for the remaining 24 years.

## Conditions of the Contract:

1. Term: The Contract shall be for a period of Twenty-five (25) years, beginning \_\_\_\_\_, 2018.
2. General Supervision: City shall not, without first obtaining the written consent of DRS, make any alterations, additions, or improvements, in, to or about the premises. City is required to carry liability insurance on the leased premises in the amount of at least \$1,000,000.00 to adequately compensate persons for injury to their person or property occasioned by an act of negligence by the City, its agents and employees.
3. Restrictions: All land, fences and equipment will be returned to owner in same condition as received except for normal erosion, wear and tear.
4. Fences: City shall be responsible, at no cost to DRS, for keeping all outside or boundary fences, as well as partition fences within the boundaries of the contract premises, in a good state of repair and at the expiration of the term of this contract, or sooner termination thereof as provided for herein, City shall give peaceable possession of the contract premises to the DRS in as good condition as the same now are, ordinary wear and tear and damage by unavoidable casualty alone excepted. It is further stipulated that the City shall clean all fence rows of tumbleweeds and keep the fence rows cleaned of excessive weeds.
5. Easements: All easements and access roads previously granted or which will be granted in the future to oil companies and pipeline companies shall be honored by the City.
6. Termination of Contract: If the needs of the State shall require the use of said lands prior to the expiration of term hereof, this contract may be terminated by written notice to the City at least ninety (90) days prior

to the date of such termination, and in such event, City shall give peaceable possession of the premises on or before such termination date without further notice or demand; and that any violation of any of the above mentioned provisions of this contract shall be cause for termination hereof by the DRS.

It is further understood and agreed by and between the parties hereto that the City may neither transfer nor assign this contract, nor sublet any portion of contract premises, without the written permission of the State of Oklahoma Department of Rehabilitation Services.

**State of Oklahoma:**  
**Department of Rehabilitation Services**

\_\_\_\_\_  
Noel A. Tyler, Director

STATE OF OKLAHOMA     )  
  ) SS  
COUNTY OF OKLAHOMA)

Before me, a Notary Public in and for said county and state of the \_\_\_\_ day of \_\_\_\_\_, 2018  
Personally appeared Noel A. Tyler to me known to be the identical person who subscribed the name Department of Rehabilitation Services of the State of Oklahoma, to the foregoing instruments, as it's Director, and acknowledges to me that she executed the same free and voluntary act and deed to such Department of Rehabilitation Services, for the uses and purpose herein set forth.

In witness wherefore I have hereunto set my hand a notarial seal on this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_  
Commission Number \_\_\_\_\_

CITY OF MUSKOGEE

\_\_\_\_\_  
Mayor

STATE OF OKLAHOMA     )  
  ) SS  
COUNTY OF MUSKOGEE)

Before me, a Notary Public in and the said county and state on the \_\_\_\_ day of \_\_\_\_\_, 2018.  
Personally appeared \_\_\_\_\_ to be the identical person who subscribed his name to the foregoing Instrument and acknowledges to me that he/she executed the same free and voluntary act and deed for the uses and purposes herein set forth.

In witness wherefore I have hereunto set my hand a notarial seal on this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_  
Commission Number \_\_\_\_\_

APPROVALS:

\_\_\_\_\_, Chair  
Department of Rehabilitation Services Commission

**Regular City Council**

**9.**

**Meeting Date:** 07/09/2018

**Submitted For:** Mike Miller, City Manager

**Initiator:** Mike Miller, City Manager

**Department:** City Manager

**Staff Information Source:**

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**Information**

**AGENDA ITEM TITLE:**

Consider approval of the recommendation by the City of Muskogee Foundation Board of Directors reappointing Earnie Gilder to serve a one (1) year term as Board Chair beginning August 1, 2018 and ending July 31, 2019, or take other necessary action. (Mike Miller)

**BACKGROUND:**

Per the bylaws of the City of Muskogee Foundation, the Board Chair serves a one-year term and is recommended by the City of Muskogee Foundation Board of Directors for City Council approval.

**RECOMMENDED ACTION:**

Approve the recommendation by the City of Muskogee Foundation Board of Directors for Earnie Gilder to serve a one-year term as Board Chair beginning August 1, 2017 and ending July 31, 2018.

---

**Fiscal Impact**

**Attachments**

*No file(s) attached.*

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**Regular City Council**

**10.**

**Meeting Date:** 07/09/2018

**Submitted For:** Mike Miller, City Manager

**Initiator:** Marsha Wiseman,  
Admin Assistant

**Department:** City Manager

**Staff Information Source:**

---

**Information**

**AGENDA ITEM TITLE:**

Consider approval of the appointment of Julie Watson-Ledbetter to the Wellness Initiative Coalition Board to serve a four year term beginning August 1, 2018 and ending July 31, 2022, or take other necessary action. (Mayor Bob Coburn)

**BACKGROUND:**

See attached application. Julie Watson-Ledbetter was highly recommended to serve on this board as she has been an active, committed and helpful participant at wellness events.

**RECOMMENDED ACTION:**

Approve the appointment.

---

**Fiscal Impact**

**Attachments**

Julie Watson-Ledbetter

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APPLICATION FOR APPOINTMENT TO A BOARD OR COMMISSION



**CITY OF MUSKOGEE  
CITY COUNCIL**

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

**Application Instructions:**

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

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

MUSKOGEE WELLNESS INITIATIVE - BOARD MEMBER

Your Full

Legal Name: JULIE WATSON-LEDBETTER Your Preferred Name: SAME

Business Name: N/A Home Address:

Job Title/Employment Date: N/A

City Zip: MUSKOGEE, OK 74401

Business Address: N/A

Ward: 2 3 41

Business Phone: N/A

Home Phone: N/A

Cell Phone:

Fax: NONE

Home Email:

Business Email: jledbetter@nbn-nrc.org

Are you registered to vote in City of Muskogee Elections?

☒ Yes

☐ No

Are you a citizen of the United States?

☒ Yes

☐ No

**Personal Information:**

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

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

WAGONER HIGH SCHOOL '90

TEXAS WOMEN'S UNIV. '94

APPLICATION FOR APPOINTMENT TO A BOARD OR COMMISSION

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

DEVELOPMENT DIRECTOR @ NEIGHBORS BUILDING NEIGHBORHOODS  
SINCE JANUARY 2015.

Previous employment or experience:

✓ MOBILITY PLUS - MUSKOGEE - 2 yrs.

✓ MUSKOGEE SWIM & FITNESS CENTER - MUSKOGEE - 5 yrs.

✓ VISTACARE HOSPICE - WAGONER - 1.5 yrs.

✓ THE GAP, INC. - MUSKOGEE - 2 yrs.

Professional Licenses Held (if applicable):

N/A - CPR FIRST AIDE CERTIFIED

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

DR. JAMES BAKER - MUI (918) 687-0201

DOUG WALTON - MUSKOGEE HEALTH DEPT. (918) 360-2912

BROOKE HALL - MUSKOGEE PARKS & RECREATION - (918) 869-8766

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

N/A

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

N/A

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

N/A

Do you currently hold a public office? Public offices include elected or appointed officials of a municipality (it does not have to be Muskogee it could be any town or city), elected or appointed official of any county or the state or federal government, are a trustee of a public trust, are employed by any entity as a police officer, fire fighter, deputy sheriff, assistant district attorney or similar position or the member of a school board or appointed official of a school system or any other public or similar position.

No.

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



APPLICATION FOR APPOINTMENT TO A BOARD OR COMMISSION

N/A

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

I enjoy working with the MLI for a healthier  
Muskogee.

**RELEASE OF INFORMATION**

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

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

  
Signature of Nominee

06/20/2018  
Date

Submitted by the Mayor for approval by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Signature of Sponsor

**Regular City Council**

**11. a.**

**Meeting Date:** 07/09/2018

**Initiator:** Gary Garvin, Planning Director

**Department:** Planning

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

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**Information**

**AGENDA ITEM TITLE:**

Pursuant to Section 307 B.3 and C.10, Title 25, Oklahoma Statutes, consider convening in Executive Session to discuss the purchase of real property, as well as to confer on matters pertaining to economic development within the City of Muskogee, and take any necessary action in open session including, but not limited to, authorizing solicitation of funding to facilitate the same. (Gary D. Garvin)

**BACKGROUND:**

The Director of Planning and Economic Development desires to discuss with City Council the purchase of certain parcels of real property located within the City of Muskogee, as well as, confer on matters pertaining to economic development. The Director further notifies the Council that public disclosure of the matter discussed would interfere with the development of the project.

**RECOMMENDED ACTION:**

Convene in Executive Session for purposes of discussing the purchase of real property located within the City of Muskogee, and take any necessary action in open session including, but not limited to, authorizing the City Manager and the Planning and Economic Development Director to negotiate and enter into real estate contracts for the purchase of real property and authorize the City to make application to the City of Muskogee Foundation for funding of said purchase.

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**Fiscal Impact**

**Attachments**

*No file(s) attached.*

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