

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

**(Public Comment during Public Hearing or Agenda item comment)**

Council Rules of Decorum limit citizen comments on agenda items and public hearings to five (5) minutes and general comments for non-agenda items to (3) minutes.. Any person desiring to address the Committee during such period is required to sign in with the City Clerk prior to the Committee meeting between 5:00 p.m. and 5:15 p.m. on the third floor of City Hall or any time 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  
Finance Committee  
June 4, 2018  
5:30 P.M. - City Council Chambers

**MAYOR BOB COBURN TO RECOGNIZE RANDALL HULL AS EMPLOYEE OF THE MONTH FOR MAY 2018.**

1. Consider approval of Finance Committee minutes of May 21, 2018.
2. Consider approval of claims for all City departments May 16, 2018 through May 30, 2018.
3. Consider approval to renew an Interlocal Agreement with Hilldale Public Schools to furnish Law Enforcement and School Resource Officer functions for the District campuses within the City, or take other necessary action. (Mike Stewart)
4. Receive report from Neighbors Building Neighborhoods as to the financial condition and progress towards achieving the goal of development of grant activities on behalf of the City and other not-for-profit activities that enhance the economic well being of the Muskogee community; as well as consider approval to renew the Cooperative Agreement for FY2019-2020, or take other necessary action. (Mike Stewart)
5. 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 FY2019-2020, or take other necessary action. (Mike Stewart)
6. Consider awarding the highest bid to Dan Leatherman for a five (5) year lease of the City of Muskogee's landfill grazing land, beginning June 1, 2018 and ending May 31, 2023, or take other necessary action. (Mike Stewart)
7. Consider approval of low bid from Hogle Plumbing (Plumbing Contractor) for maintenance and upkeep of all City facilities and buildings, or take other necessary action. (Billy Coffey)

8. Consider approval of low bid from B & R Electric (Electrical Contractor) for maintenance and upkeep of all City facilities and buildings, or take other necessary action. (Billy Coffey)
9. Consider approval of low bid from Hix AC Service (Mechanical Contractor) for maintenance and upkeep of all City facilities and buildings, or take other necessary action. (Billy Coffey)
10. Consider approval of low bid from Johnson Service (Refrigeration Contractor) for maintenance and upkeep of all City facilities and buildings, or take other necessary action. (Billy Coffey)
11. Consider approval of Resolution No. 2729 declaring certain items of personal property presently in possession of the City of Muskogee, to be surplus to the needs of the City and authorize the City Manager to dispose of the same as per the attached list, or take other necessary action. (Mike Miller)
12. Consider approval to award a contract to Alliance Benefit Group in the amount of \$39,600.00 per year for three (3) years pursuant to solicited requests for proposals for Third Party Administration Services of the City's Self-Insured Workers Compensation Plan, or take other necessary action. (Roy D. Tucker)
13. Consider approval of awarding contract to the lowest and best bid from Whittinghill Disposal Services, Inc., in the amount of \$2.75 per square foot for the demolition of dilapidated structures project under the Community Development Block Grant Demolition and Clearance Projects Bid Group 39, or take other necessary action. (Tish Callahan)

**Finance Committee****1.**

Meeting Date: 06/04/2018  
Initiator: Ashley Wallace, Office Adm 1  
Department: City Clerk  
Staff Information Source:

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

Consider approval of Finance Committee minutes of May 21, 2018.

**BACKGROUND:****RECOMMENDED ACTION:**

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**Fiscal Impact****Attachments**

05-21-2018 finmin

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**MINUTES**  
**FINANCE COMMITTEE**  
**May 21, 2018**

The Finance Committee of the City of Muskogee, Oklahoma, met at 5:30 p.m. on Monday, May 21, 2018 in Council Chambers, Third Floor, Municipal Building, with the following in attendance:

Present: Deputy Mayor Janey Boydston; Committee Member Patrick Cale; Committee Member Jaime Stout; Committee Member Marlon Coleman; Committee Member Dan Hall; Committee Member Wayne Johnson; Committee Member Derrick Reed; Committee Member Ivory Vann

Absent: Mayor John R. Coburn

Staff Present: Mike Miller, City Manager; Mike Stewart, Assistant City Manager; Roy Tucker, City Attorney; Carolyn Jones, Revenue Manager; 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; Jean Kingston, Treasurer; Marcie Gilliam, Strategic Financial Analyst; Prag Mahajan, Civil Engineer

1. Consider approval of Finance Committee minutes of May 7, 2018.

Motion was made by Committee Member Marlon Coleman, seconded by Committee Member Wayne Johnson to approve Finance Committee minutes of May 7, 2018.

AYE: Deputy Mayor Janey Boydston, Committee Member Jaime Stout, Committee Member Patrick Cale, Committee Member Marlon Coleman, Committee Member Dan Hall, Committee Member Wayne Johnson, Committee Member Derrick Reed, Committee Member Ivory Vann

Carried - Unanimously

2. Consider approval of claims for all City departments May 3, 2018 through May 15, 2018.

Motion was made by Committee Member Wayne Johnson, seconded by Committee Member Marlon Coleman to approve claims for all City departments May 3, 2018 through May 15, 2018.

AYE: Deputy Mayor Janey Boydston, Committee Member Jaime Stout, Committee Member Patrick Cale, Committee Member Marlon Coleman, Committee Member Dan Hall, Committee Member Wayne Johnson, Committee Member Derrick Reed, Committee Member Ivory Vann

Carried - Unanimously

3. Consider approval of lowest bids for the following road material: Number sixty-seven (67) Wash Rock, 3" Pit Run, 12" Pit Run, and number two (2) Cover Material to Kemp Quarries and Limestone Screenings to Kemp Quarries; Asphalt Sand Alternate number one (1) and Fill Sand Alternate number two (2) to Muskogee Sand; Asphaltic Concrete-Type B & C Alternate number one (1) to Tulsa Asphalt; and alternate number two (2) to Robert's Quarries; and alternate number three (3) to Tulsa Asphalt; Hot-Cold Patching Material to Tulsa Asphalt; 1 1/2" Aggregate Base to Kemp Quarries, or take other necessary action. (Greg Riley)

Public Works Director Greg Riley stated the Public Works-Street Division solicited bids for road materials for repair and maintenance projects. Bid documents and bid tabulation sheets are attached for reference. These prices will remain firm for a period of one (1) year beginning with FY 2018-2019.

Motion was made by Committee Member Wayne Johnson, seconded by Committee Member Patrick Cale to approve lowest bids for the following road material: Number sixty-seven (67) Wash Rock, 3" Pit Run, 12" Pit Run, and number two (2) Cover Material to Kemp Quarries and Limestone Screenings to Kemp Quarries; Asphalt Sand Alternate number one (1) and Fill Sand Alternate number two (2) to Muskogee Sand; Asphaltic Concrete-Type B & C Alternate number one (1) to Tulsa Asphalt; and alternate number two (2) to Robert's Quarries; and alternate number three (3) to Tulsa Asphalt; Hot-Cold Patching Material to Tulsa Asphalt; 1 1/2" Aggregate Base to Kemp Quarries

AYE: Deputy Mayor Janey Boydston, Committee Member Jaime Stout, Committee Member Patrick Cale, Committee Member Marlon Coleman, Committee Member Dan Hall, Committee Member Wayne Johnson, Committee Member Derrick Reed, Committee Member Ivory Vann

Carried - Unanimously

4. Consider approval of the lowest bids as follows: (a) 3500 psi at \$85.00 per cubic yard; (b) 3500 psi High Early concrete at \$90.00 per cubic yard; (c) 3000 psi at \$84.00 per cubic yard; (d) Portland Dry Mason at \$70.00 per sack; (e) Flow Fill at \$60.00 per cubic yard; and (f) City Pay Dray at \$60.00, to Muskogee Ready Mix, for FY 2018-2019, or take other necessary action. (Greg Riley)

Motion was made by Committee Member Patrick Cale, seconded by Committee Member Wayne Johnson to approve the lowest bids as follows: (a) 3500 psi at \$85.00 per cubic yard; (b) 3500 psi High Early concrete at \$90.00 per cubic yard; (c) 3000 psi at \$84.00 per cubic yard; (d) Portland Dry Mason at \$70.00 per sack; (e) Flow Fill at \$60.00 per cubic yard; and (f) City Pay Dray at \$60.00, to Muskogee Ready Mix for FY 2018-2019, or take other necessary action.

AYE: Deputy Mayor Janey Boydston, Committee Member Jaime Stout, Committee Member Patrick Cale, Committee Member Marlon Coleman, Committee Member Dan Hall, Committee Member Wayne Johnson, Committee Member Derrick Reed, Committee Member Ivory Vann

Carried - Unanimously

CHAIRMAN DERRICK REED  
FINANCE COMMITTEE

finmin  
TT/aw

**Finance Committee**

**2.**

Meeting Date: 06/04/2018

Initiator: Donnie Wimbley, Purchasing Director

Department: Purchasing

Staff Information Source:

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Information

AGENDA ITEM TITLE:

Consider approval of claims for all City departments May 16, 2018 through May 30, 2018.

BACKGROUND:

RECOMMENDED ACTION:

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Fiscal Impact

Attachments

Claims List

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CITY OF MUSKOGEE CLAIMS  
5.16.18 TO 5.30.18

CHECK NO	VENDOR NO	VENDOR NAME	CHECK DATE	CHECK AMOUNT
199109	121	BUCKMASTER, VICKY S	5/16/2018	60.14
199110	121	DICK'S SPORTING GOODS	5/16/2018	257.17
199111	121	GRAY, AMANDA C	5/16/2018	68.89
199112	121	KENNEDY, WALDO	5/16/2018	4.27
199113	121	LEE, ROBERT ZACHARY	5/16/2018	61.85
199114	121	RIDGEL, FLORA	5/16/2018	20.00
199115	121	EDENS, MEISHA R	5/17/2018	50.00
199116	117	CHRIS DEAN	5/18/2018	95.98
199117	3024	DAVID HENSLEY	5/18/2018	12.00
199118	3024	GARY GARVIN	5/18/2018	212.00
199119	117	JASON STEELE	5/18/2018	2,475.94
199120	117	JEFFERSON BOWMAN	5/18/2018	15.00
199121	331	JESSICA SMITH	5/18/2018	60.00
199122	3024	KENNETH CLAYPOOL	5/18/2018	12.00
199123	125	MATT PITTMAN	5/18/2018	60.00
199124	125	MICHALEA CAPPS	5/18/2018	86.00
199125	117	REGGIE COTTON	5/18/2018	465.00
199126	117	SUSAN ROSS	5/18/2018	1,247.25
199127	125	TACKETT COFFMAN	5/18/2018	400.00
199128	117	TAMMY TRACY	5/18/2018	1,247.25
199129	3024	TAMMY TRACY	5/18/2018	307.20
199130	1	ACCURATE FIRE EQUIPMENT CO INC	5/18/2018	110.00
199131	2713	ACTION GROUP STAFFING	5/18/2018	5,712.53
199132	2461	ADVANCE AUTO PARTS 64771111001	5/18/2018	701.75
199133	3	AIRGAS USA LLC	5/18/2018	54.80
199134	5400	TYLER ANDERSON	5/18/2018	192.00
199135	3976	AT&T #918 A04-0694 003 3	5/18/2018	872.00
199136	4267	AT&T #918 147-0140 002 4	5/18/2018	1,162.00
199137	52	AUFFENBERG CHEVROLET CADILLAC	5/18/2018	26.45
199138	11	B & J OIL CO INC	5/18/2018	18,370.24
199139	871	BAYSINGER POLICE SUPPLY	5/18/2018	795.00
199140	2279	BEHAVIORAL HEALTH INC	5/18/2018	375.00
199141	1703	BEN E. KEITH	5/18/2018	3,016.63
199142	2853	BLESSED GROUND MAINTENANCE	5/18/2018	150.00
199143	2507	BLOSSOMS	5/18/2018	251.39
199144	862	BOB'S AUTOMOTIVE ELECTRIC	5/18/2018	225.00
199145	3669	BRANT & ASSOCIATES	5/18/2018	143.89
199146	259	BRENNTAG SOUTHWEST INC	5/18/2018	15,469.20
199147	3836	BRITE COMPUTERS	5/18/2018	150.00



199148	3238 BROKEN ARROW ELECTRIC	5/18/2018	647.54
199149	2696 BROWNELLS, INC	5/18/2018	25.47
199150	488 CAMPBELL WHOLESALE CO INC	5/18/2018	699.30
199151	992 CARE AROUND THE CLOCK INC	5/18/2018	4,181.33
199152	3024 CHRIS CUMMINGS	5/18/2018	536.51
199153	3442 CITY OF MUSKOGEE FOUNDATION	5/18/2018	5,287.36
199154	4738 CITYWIDE PROPERTY MAINTENANCE	5/18/2018	2,351.85
199155	4804 CLIFFORD K. CATE, JR., INC	5/18/2018	180.00
199156	3066 COMMUNITY CARE EAP	5/18/2018	323.05
199157	522 CORPORATE TO CASUAL SCREEN PRI	5/18/2018	810.00
199158	4960 CUMMINS-ALLISON CORP	5/18/2018	231.00
199159	4311 DAVID'S DISCOUNT TIRES INC	5/18/2018	1,465.83
199160	4900 DEWBERRY WATER WORKS LLC	5/18/2018	389.84
199161	5393 MARK DREADFULWATER	5/18/2018	140.00
199162	170 EAST CENTRAL ELECTRIC	5/18/2018	18.87
199163	5378 JAMES E. EVANS II	5/18/2018	285.00
199164	953 EXPRESS EMPLOYMENT PROFESSIONA	5/18/2018	7,504.88
199165	29 FASTENAL COMPANY	5/18/2018	1,232.01
199166	133 FIVE STAR OFFICE SUPPLY	5/18/2018	1,054.70
199167	3509 FLEETPRIDE INC	5/18/2018	130.38
199168	5322 KYLAR FOSHEE	5/18/2018	270.00
199169	339 GARVER ENGINEERS LLC	5/18/2018	3,385.84
199170	134 GOLDEN RULE INDUSTRIES	5/18/2018	70.00
199171	5376 HAROLD JAY GOODMAN	5/18/2018	240.00
199172	5396 TAYLOR GOODMAN	5/18/2018	162.00
199173	686 GRAPHIC RESOURCES & REPRODUCTI	5/18/2018	80.02
199174	1303 GREEN COUNTRY TESTING	5/18/2018	463.00
199175	2764 GRISSOMS LLC	5/18/2018	280.24
199176	40 HARRISON TIRE & SUPPLY	5/18/2018	140.00
199177	5410 HUNTER HARRISON	5/18/2018	70.00
199178	5392 CAIRL G. HAYES	5/18/2018	200.00
199179	5377 TONY HENSON	5/18/2018	460.00
199180	42 HOGLE COMPANY	5/18/2018	7,720.45
199181	3105 HONOR HEIGHTS VET CLINIC #6530	5/18/2018	157.35
199182	5412 JACOB LESTER HUNN III	5/18/2018	280.00
199183	5103 JACK HOOPES	5/18/2018	22.37
199184	3306 JEAN-RAY ENTERPRISES LLC	5/18/2018	61.96
199185	5305 JOHN V TEDESCO DO PA	5/18/2018	2,000.00
199186	188 KING TIRES OF MUSKOGEE INC	5/18/2018	882.00
199187	4855 KELSEY LAMB	5/18/2018	270.00
199188	3913 LAMBERT VET SUPPLY	5/18/2018	712.24
199189	5407 ZACHARY LEWIS	5/18/2018	300.00
199190	1133 THE LIFEGUARD STORE	5/18/2018	566.50
199191	5391 JOSHUA KEITH LINN	5/18/2018	370.00
199192	331 LORI PAULSON	5/18/2018	2,500.00
199193	1154 LOVE BOTTLING CO - #107510	5/18/2018	64.80
199194	56 LOWES	5/18/2018	1,883.97

199195	5316 MARKETING TOOLS LLC	5/18/2018	626.00
199196	5409 DALTON BRICE MARTIN	5/18/2018	290.00
199197	4246 MARVIN'S MOWERS AND OUTDOOR LL	5/18/2018	339.99
199198	5379 RODNEY L. MATHEWS	5/18/2018	300.00
199199	5323 NIA MAXWELL	5/18/2018	81.00
199200	842 MIDWEST TROPHY	5/18/2018	1,005.00
199201	194 MORGAN SERVICES COMPANY LLC	5/18/2018	125.00
199202	3591 MOSAIC CROP NUTRITION LLC	5/18/2018	6,649.96
199203	5163 MOST DEPENDABLE FOUNTAINS INC.	5/18/2018	175.00
199204	1992 MUNICIPALH2O.COM	5/18/2018	500.00
199205	5195 MUSCOGEE STAFFING SOLUTIONS, L	5/18/2018	113.96
199206	61 MUSKOGEE COMMUNICATIONS, INC.	5/18/2018	2,119.25
199207	195 MUSKOGEE COUNTY CLERK	5/18/2018	195.00
199208	62 MUSKOGEE COUNTY SHERIFFS DEPAR	5/18/2018	32,981.00
199209	63 MUSKOGEE DAILY PHOENIX	5/18/2018	711.81
199210	1728 MUSKOGEE LITTLE THEATER, INC.	5/18/2018	693.29
199211	868 MUSKOGEE PUBLIC SCHOOLS	5/18/2018	169.02
199212	1061 NAFECO INC	5/18/2018	1,331.60
199213	5327 NEWGEN STRATEGIES AND SOLUTION	5/18/2018	8,910.00
199214	5349 NWA PIZZA, LLC	5/18/2018	108.02
199215	114 OFFICE DEPOT	5/18/2018	338.95
199216	2484 OG&E #127926402-0	5/18/2018	163.63
199217	272 OKLAHOMA MUNICIPAL LEAGUE	5/18/2018	85.00
199218	67 OKLAHOMA NATURAL GAS	5/18/2018	1,049.53
199219	2900 O S B V M E	5/18/2018	160.00
199220	2763 ONE SOURCE WATER LLC	5/18/2018	271.00
199221	70 OREILLY AUTO PARTS	5/18/2018	1,761.99
199222	73 PATE INDUSTRIAL SUPPLY INC	5/18/2018	259.71
199223	5399 NIKOLAUS PLEAS	5/18/2018	330.00
199224	5008 PREMIER USA INC.	5/18/2018	2,128.77
199225	4610 PRIME AUTOMOTIVE WAREHOUSE LLC	5/18/2018	1,069.35
199226	5408 TRAVIS LEE REECE	5/18/2018	209.00
199227	149 ROSSON WHEEL SERVICE	5/18/2018	100.00
199228	84 SADLER PAPER COMPANY	5/18/2018	514.83
199229	3954 SCOTT-MERRIMAN INC	5/18/2018	486.00
199230	5397 GREG STIDHAM	5/18/2018	160.00
199231	2104 SUDDENLINK	5/18/2018	8,364.22
199232	5411 CAM'RON SUMMERS	5/18/2018	370.00
199233	93 SUPERIOR LINEN SERVICE INC	5/18/2018	45.04
199234	5018 TEC-AN INC	5/18/2018	4,250.00
199235	362 TENDER TOUCH AUTO WASH INC	5/18/2018	647.00
199236	5074 TEXAS A&M UNIVERSITY-KINGSVILL	5/18/2018	600.00
199237	3102 TIGER NATURAL GAS INC	5/18/2018	1,648.43
199238	1953 MICHAEL TRIMBLE	5/18/2018	150.00
199239	4446 TULSA ASPHALT LLC	5/18/2018	6,247.64
199240	3636 TYLER TECHNOLOGIES INC	5/18/2018	1,560.00
199241	97 UNIFIRST HOLDINGS LP	5/18/2018	871.56

199242	5398 TRISTEN VANDALEY	5/18/2018	260.00
199243	5413 TANNER DEAN WALKER	5/18/2018	128.00
199244	215 WASTE MANAGEMENT OF OKLAHOMA I	5/18/2018	717.05
199245	329 WELDON PARTS - MUSKOGEE	5/18/2018	225.47
199246	309 WEST GROUP	5/18/2018	766.94
199247	691 WHITE STAR MACHINERY & SUPPLY	5/18/2018	62.72
199248	1128 WHITTINGHILL DISPOSAL SERVICE	5/18/2018	263.96
199249	2443 DOCK WORKS	5/18/2018	1,545.00
199250	3702 WOFFORD ELECTRIC LLC	5/18/2018	5,000.00
199251	4468 BLUECROSS/BLUE SHIELD OF OK	5/21/2018	40,111.83
199252	121 ABLE PLUMBING CO.	5/22/2018	887.48
199253	121 ALLISON, TIMOTHY	5/22/2018	15.87
199254	121 CRABTREE, KENNETH	5/22/2018	90.00
199255	121 CRABTREE, KENNETH WAYNE	5/22/2018	42.61
199256	121 GARRISON, GARY LEE	5/22/2018	72.91
199257	121 JAYNE, LILLIAN	5/22/2018	43.70
199258	121 PERRY, TROY A	5/22/2018	87.65
199259	121 SMITH, BRET A	5/22/2018	12.58
199260	121 TANNER, SHARON L	5/22/2018	66.27
199261	121 VAUGHN, MARK C	5/22/2018	90.00
199262	121 VILLEGAS, OMAR	5/22/2018	1.84
199263	121 WELCH, RAY	5/22/2018	22.94
199264	121 WHITEL, TRACY L	5/22/2018	16.07
199265	3952 BANK OF AMERICA	5/23/2018	0.00
199266	3952 BANK OF AMERICA	5/23/2018	6,566.57
199267	1319 A-MAX SIGNS	5/25/2018	249.40
199268	1505 ABERDEEN DYNAMICS LLC	5/25/2018	42.00
199269	2 ACCURATE LABS & TRAINING CENTE	5/25/2018	315.00
199270	2713 ACTION GROUP STAFFING	5/25/2018	2,272.82
199271	158 ANCHOR AUTO GLASS	5/25/2018	175.00
199272	5400 TYLER ANDERSON	5/25/2018	118.00
199273	5167 ANIMAL MEDICAL CENTER #15603	5/25/2018	186.00
199274	5266 ARBITRAGE COMPLIANCE SPECIALIS	5/25/2018	2,100.00
199275	3761 ARKANSAS AQUATICS LLC	5/25/2018	9,782.00
199276	4612 AT&T MOBILITY #918-577-2585 (C	5/25/2018	17.81
199277	3746 B & R ELECTRIC SERVICE INC	5/25/2018	190.00
199278	3928 BANK OF OKLAHOMA - VISA	5/25/2018	176.80
199279	1703 BEN E. KEITH	5/25/2018	1,121.95
199280	3238 BROKEN ARROW ELECTRIC	5/25/2018	435.38
199281	3640 CHARBONNEAU, BILLY JO	5/25/2018	72.00
199282	820 CHIEF FIRE & SAFETY	5/25/2018	300.00
199283	167 CINCINNATI RADIATOR SERVICE IN	5/25/2018	30.00
199284	4738 CITYWIDE PROPERTY MAINTENANCE	5/25/2018	1,547.84
199285	3626 CLARK EQUIPMENT	5/25/2018	140.00
199286	2292 CORE & MAIN LP	5/25/2018	3,268.04
199287	4261 WILLIAM S CRAIG	5/25/2018	1,000.00
199288	101 CROWL OIL CO INC	5/25/2018	4,649.20

199289	4311 DAVID'S DISCOUNT TIRES INC	5/25/2018	168.40
199290	26 DELL MARKETING LP	5/25/2018	895.76
199291	262 DEPARTMENT OF ENVIRONMENTAL QU	5/25/2018	83.61
199292	650 DIRECT TRAFFIC CONTROL INC	5/25/2018	70.00
199293	3133 JERRY L DORR	5/25/2018	944.00
199294	4862 SARAH EATON	5/25/2018	108.00
199295	5378 JAMES E. EVANS II	5/25/2018	180.00
199296	5308 MEGAN FILANDA	5/25/2018	90.00
199297	133 FIVE STAR OFFICE SUPPLY	5/25/2018	209.15
199298	3509 FLEETPRIDE INC	5/25/2018	34.88
199299	5322 KYLAR FOSHEE	5/25/2018	270.00
199300	5247 NIKYA GIVENS	5/25/2018	234.00
199301	5396 TAYLOR GOODMAN	5/25/2018	135.00
199302	2764 GRISSOMS LLC	5/25/2018	3,187.54
199303	40 HARRISON TIRE & SUPPLY	5/25/2018	313.00
199304	5410 HUNTER HARRISON	5/25/2018	70.00
199305	5377 TONY HENSON	5/25/2018	180.00
199306	181 HIX AIR CONDITIONING SERVICE	5/25/2018	58.00
199307	42 HOGLE COMPANY	5/25/2018	869.97
199308	289 HOLLOWAY UPDIKE AND BELLEN INC	05/25/2018 1	2,982.00
199309	1414 HOMELAND STORES INC	5/25/2018	17.16
199310	1108 INDIAN CAPITAL TECHNOLOGY CENT	5/25/2018	700.00
199311	112 J&E SUPPLY & FASTENER CO	5/25/2018	686.64
199312	5103 JACK HOOPE	5/25/2018	13.54
199313	188 KING TIRES OF MUSKOGEE INC	5/25/2018	30.00
199314	53 LAKE REGION ELECTRIC COOPERATI	5/25/2018	304.50
199315	4855 KELSEY LAMB	5/25/2018	90.00
199316	4742 KAREN LAUDERDALE	5/25/2018	72.00
199317	5407 ZACHARY LEWIS	5/25/2018	180.00
199318	5310 PETER J. LIIMATTA	5/25/2018	395.00
199319	399 LOCKE SUPPLY CO	5/25/2018	535.36
199320	964 LOVE BOTTLING CO - #111902	5/25/2018	34.00
199321	661 LOVE BOTTLING CO - #170700	5/25/2018	1,449.95
199322	56 LOWES	5/25/2018	1,339.76
199323	5409 DALTON BRICE MARTIN	5/25/2018	140.00
199324	4246 MARVIN'S MOWERS AND OUTDOOR LL	5/25/2018	37.95
199325	5379 RODNEY L. MATHEWS	5/25/2018	140.00
199326	5323 NIA MAXWELL	5/25/2018	81.00
199327	194 MORGAN SERVICES COMPANY LLC	5/25/2018	250.00
199328	4924 MUNICIPAL EMERGENCY SERVICES I	5/25/2018	996.00
199329	5195 MUSCOGEE STAFFING SOLUTIONS, L	5/25/2018	2,180.32
199330	2554 MUSKOGEE ART GUILD	5/25/2018	1,000.00
199331	3246 MUSKOGEE CITY COUNTY 911 TRUST	5/25/2018	47,855.37
199332	61 MUSKOGEE COMMUNICATIONS, INC.	5/25/2018	90.00
199333	195 MUSKOGEE COUNTY CLERK	5/25/2018	104.00
199334	546 MUSKOGEE COUNTY DISTRICT COURT	5/25/2018	154.14
199335	341 MUSKOGEE LOCK & KEY	5/25/2018	28.20

199336	1696 MUSKOGEE READY MIX LLC	5/25/2018	1,445.00
199337	197 MUSKOGEE YOUTH SERVICES	5/25/2018	2,462.72
199338	3652 NEWTON EQUIPMENT LLC	5/25/2018	113.77
199339	864 NORTHERN SAFETY CO	5/25/2018	932.33
199340	1944 OFFICE CONNECTIONS LLC	5/25/2018	32.86
199341	114 OFFICE DEPOT	5/25/2018	1,018.58
199342	67 OKLAHOMA NATURAL GAS	5/25/2018	358.70
199343	349 OKLAHOMA SECRETARY OF STATE	5/25/2018	10.00
199344	1203 OKLAHOMA STATE DEPT OF HEALTH	5/25/2018	710.00
199345	529 ONE SOURCE MANAGED SVCS	5/25/2018	4,004.06
199346	2763 ONE SOURCE WATER LLC	5/25/2018	107.85
199347	70 OREILLY AUTO PARTS	5/25/2018	1,243.15
199348	73 PATE INDUSTRIAL SUPPLY INC	5/25/2018	188.56
199349	3959 PERSONNEL EVALUATION INC	5/25/2018	120.00
199350	3666 PITNEY BOWES INC	5/25/2018	423.00
199351	5399 NIKOLAUS PLEAS	5/25/2018	70.00
199352	4795 PREMIER TRUCK GROUP	5/25/2018	1,561.83
199353	5008 PREMIER USA INC.	5/25/2018	1,083.24
199354	5408 TRAVIS LEE REECE	5/25/2018	96.00
199355	4618 REVIZE LLC	5/25/2018	3,900.00
199356	5246 ROBERTS TRUCK CENTER HOLDING C	5/25/2018	160.19
199357	149 ROSSON WHEEL SERVICE	5/25/2018	110.00
199358	84 SADLER PAPER COMPANY	5/25/2018	459.34
199359	3024 SCOTT CROW	5/25/2018	104.00
199360	5218 SEAN M. CALL DBA SPORTS & FITN	5/25/2018	330.00
199361	3739 SLAPE, INETTE	5/25/2018	126.00
199362	5267 STAUB INVESTMENTS INC. DBA GAL	5/25/2018	204.00
199363	5397 GREG STIDHAM	5/25/2018	140.00
199364	5421 JAMIE LYNN STOUT	5/25/2018	150.00
199365	997 SUPERIOR GRAPHICS & SIGNS	5/25/2018	350.00
199366	93 SUPERIOR LINEN SERVICE INC	5/25/2018	307.37
199367	94 TECHNICAL PROGRAMMING SERVICES	5/25/2018	3,138.72
199368	1953 MICHAEL TRIMBLE	5/25/2018	70.00
199369	3024 TYLER GRIFFITH	5/25/2018	40.00
199370	3636 TYLER TECHNOLOGIES INC	5/25/2018	1,320.00
199371	2325 UNITED FORD FLEET & COMMERCIAL	5/25/2018	398.40
199372	5398 TRISTEN VANDALEY	5/25/2018	200.00
199373	717 WAYMAN, CINDY	5/25/2018	126.00
199374	329 WELDON PARTS - MUSKOGEE	5/25/2018	224.25
199375	691 WHITE STAR MACHINERY & SUPPLY	5/25/2018	986.00
199376	4901 LAURA WICKIZER	5/25/2018	36.00
199377	5381 4IMPRINT, INC.	5/25/2018	2,047.24
199378	5420 CHERYL D. COX	5/25/2018	1,889.28
199379	121 CLARK, EARL D	5/29/2018	61.86
199380	121 CRAFT, RAYTOSHA DENAY	5/29/2018	10.00
199381	121 DICK'S SPORTING GOODS	5/29/2018	10.00
199382	121 DOUGHTY, STANLEY	5/29/2018	4.97

199383	121 THOMPSON, MARCIE W	5/29/2018	17.51
199384	5046 BANCFIRST	5/29/2018	33,108.82
199385	121 ABUNDANT LIFE PROPERTIES, LLC	5/30/2018	2.18
199386	121 AMERICAN BANK OF OKLAHOMA	5/30/2018	27.99
199387	121 CLARK, LUKE A	5/30/2018	52.84
199388	121 CYPREXX SERVICES	5/30/2018	76.28
199389	121 ELLIS, MICHAEL L	5/30/2018	45.72
199390	121 FARROW, JAMES T JR.	5/30/2018	0.90
199391	121 LAKE MOORE REAL ESTATE	5/30/2018	52.38
199392	121 TOTAL MANAGEMENT	5/30/2018	90.00

**Finance Committee****3.**

**Meeting Date:** 06/04/2018  
**Submitted For:** Mike Stewart, Assistant City Manager  
**Initiator:** Robin Orman, Office Administrator  
**Department:** Assistant City Manager  
**Staff Information Source:**

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

Consider approval to renew an Interlocal Agreement with Hilldale Public Schools to furnish Law Enforcement and School Resource Officer functions for the District campuses within the City, or take other necessary action. (Mike Stewart)

**BACKGROUND:**

The City proposes to entered into an Interlocal agreement for FY2018-2019 with Hilldale Public Schools to provide School Resource Officers. The agreement must be renewed annually. Last year, Hilldale reimbursed the city at approximately 59% of the payroll costs for the officers and in FY2018-2019 Hilldale will reimburse the city at 66% of the payroll costs. All parties are in agreement with the renewal of the same.

**RECOMMENDED ACTION:**

Approve renewal of Interlocal agreement.

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**Fiscal Impact****Attachments**

SRO Contract

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## CONTRACT

This contract is made this 1<sup>st</sup> day of June, 2018, by and between Hilldale Public Schools ("School District"), and the City of Muskogee (the "City").

### RECITALS:

School District desires to contract with the City for the furnishing by the City of law enforcement and school resource officer functions (the "Services") for School District campuses.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements herein contained and intending to be legally bound, School District and the City agree as follows:

1. **SERVICES TO BE PROVIDED BY THE CITY:** The City agrees to provide two (2) properly certified, uniformed officers to perform the Services at School District locations and during the hours designated in this Contract. The City will utilize both marked and fully equipped patrol cars and uniformed officers on foot patrol. The City officers will work with School District personnel on a cooperative basis. In addition to the law enforcement security functions, the City officers will be available on each campus to act as a School Resource Officer ("SRO") in conjunction with the required patrol duties. The SRO will provide security, education and public speaking services as requested by School District administration and faculty and students.
2. **TERM:** The term of this Contract will commence on July 1, 2018, and will terminate June 30, 2019, or the last day of school. This Contract may be renewed annually upon mutual agreement of the parties.
3. **COMPENSATION:** The City will be responsible for the salaries and fringe benefits of the City Officers, including appropriate deductions for taxes, FICA, FUTA and other amounts required by law.
4. **FINANCING OF THE SCHOOL RESOURCE OFFICER PROGRAM:**
  - For the 2017 fiscal year, the financing of the two City officers will be as follows:

School District (66%)	\$91,872.10
City (34%)	<u>\$47,328.05</u>
Total (100%)	\$139,200.15

The percentages are of the two officers' total salary and fringe benefits. In addition, the City will provide uniforms for the two officers, sufficient police cars and equipment and will maintain and operate such vehicles and equipment at its expense.

- The City will submit bi-annual invoices to School District detailing the personnel expenses for the previous months.
- The first reimbursement will be due and payable by School District within 30 days of receipt from the City.



5. **SERVICE HOURS:** The City will, at all times during the term of the contract hours set out below, provide two (2) officers on duty to perform law enforcement and SRO service on School District campuses as follows:
  - Each officer will work a forty (40) hour shift each week, Monday through Friday, from approx. 7:30 am to 4:00 pm, or as needed, with one-half hour for lunch. The specific school sites at which each officer will work will be assigned to them on a weekly basis, or as needed, by the School District's Superintendent. The City shall work with the School District and write Post Orders for the officers outlining the officers' duties.
  - The City reserves the right to immediately utilize the officers assigned to School District in the event of a natural or manmade disaster or emergency as part of the City's agency-wide response to said disaster or emergency. The City will notify School District as soon as it is reasonable able to do so about the temporary transfer of the officers to other duties. If such an emergency diversion of officers occurs then the School District as soon as it is reasonably able to do so about the temporary transfer of the officers to other duties. If such an emergency diversion of officers occurs then the School District will not be required to pay the City for any portion of the diverted officers' salary and benefits during the time of the diversions.
6. **INDEPENDENT CONTRACTOR STATUS:** The City is engaged to provide the services as an independent contractor. In performing the City's Services to the School District under this contract, the two officers shall at all times be employees of the City. If School District has objections to any City personnel, School District will review those objections with a designated representative of the City.
7. **SCHOOL DISTRICT ADDITIONAL PERSONNEL:** In addition to the personnel to be provided by the City, School District, at its option, shall have the right to engage personnel to provide watchman duties, including watchman duties provided through a private security company. In the event School District elects to engage watchman services either through School District employees or through a private security service, the watchman services will be coordinated with the City personnel. The City shall not be responsible for personnel hired under this section.
8. **MISCELLANEOUS:** This instrument represents the entire understanding between the parties concerning the subject matter. This Contract may be amended only by an instrument in writing mutually signed by the parties. The City will have no right to assign this Contract or subcontract the Services required of the City under the contract.
9. **TERMINATION:** This Contract may be terminated by either party by giving thirty (30) calendar days written notice to the other party. Upon such termination, School District shall pay the City a pro rata payment representing that portion of the annual fee earned by the City through the effective date of the termination. Thereafter, neither party shall have any further financial obligation to the other.
10. **INSURANCE:** It is understood and agreed that during the term of this contract and any renewal hereof, the City shall purchase and maintain errors and omissions and general liability insurance at a minimum of the amounts required under the Oklahoma Governmental Tort Claims Act naming the School District, and its officers and employees, as additional insured's and providing insurance coverage for all acts, omissions, and services performed by the City officers as

described in this contract including insurance coverage for claims, suits, damages, fees or expenses (including cost of defense) arising out of any such acts, omissions and services. Further, the City shall provide written proof of said coverage prior to execution of this contract and any time thereafter on request of the School District. The insurance provided by the City shall be deemed primary coverage relating to the acts of the officers and not excess.

11. **SEVERABILITY**: The invalidity or unenforceability of any provisions of this contract shall not affect the validity of enforceability of any other provision of this contract.
12. **GOOD FAITH**: The School Board, the City Manager, their agents and employees agree to cooperate in good faith in fulfilling the terms of this contract. Unforeseen difficulties of questions will be resolved by negotiation between the Superintendent of the School District and the City Manger of the City.

**IN WITNESS WHEREOF**, the parties have caused duplicate originals of this contract to be signed by their duly authorized officers.

**THE CITY OF MUSKOGEE**

**HILDALE SCHOOL DISTRICT**

\_\_\_\_\_  
City Manager, City of Muskogee

\_\_\_\_\_  
President, Board of Education

Attest:

Attest:

\_\_\_\_\_  
City Clerk, City of Muskogee

\_\_\_\_\_  
Clerk, Board of Education

Approved as to form and legality this

30 day of May 2018

  
\_\_\_\_\_  
City Attorney

**Finance Committee****4.**

**Meeting Date:** 06/04/2018  
**Submitted For:** Mike Stewart, Assistant City Manager  
**Initiator:** Robin Orman, Office Administrator  
**Department:** Assistant City Manager  
**Staff Information Source:**

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

Receive report from Neighbors Building Neighborhoods as to the financial condition and progress towards achieving the goal of development of grant activities on behalf of the City and other not-for-profit activities that enhance the economic well being of the Muskogee community; as well as consider approval to renew the Cooperative Agreement for FY2019-2020, or take other necessary action. (Mike Stewart)

**BACKGROUND:**

The City of Muskogee provided funding of \$25,000 to Neighbors Building Neighborhoods., under an annual contract for FY 2017-2018. That contract includes a provision for submitting a summary of their accomplishments to the City Council. They will present this report to highlight the activities and achievements of NBN. Typically, the City sets aside \$25,000 to fund a cooperative agreement with Neighbors Building Neighborhoods to continue its activities. This amount is included in the budget for FY2018-2019 council has already approved and staff recommends approval of the renewed agreement.

**RECOMMENDED ACTION:**

Receive report and approve the Cooperative Agreement.

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**Fiscal Impact****Attachments**

NBN contract

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# **THE CITY OF MUSKOGEE, OKLAHOMA AND NEIGHBORS BUILDING NEIGHBORHOODS, INC. COOPERATIVE AGREEMENT**

THIS AGREEMENT is entered into this 1<sup>st</sup> day of July, 2018, by and between the City of Muskogee, Oklahoma (hereinafter "City") and the Neighbors Building Neighborhoods, Inc. (hereinafter "NBN"), a private not for profit Oklahoma corporation doing business as Muskogee Nonprofit Resource Center.

WHEREAS, NBN was organized as an Oklahoma not for profit corporation in 2001, and

WHEREAS, the City has as one of its stated public purposes an interest in promoting the economic well being of local community organizations, and

WHEREAS, one of the stated purposes of NBN is the enhancement of the ability of local organizations to provide needed services to the community, and

WHEREAS, the purposes of entering into this agreement are to assist in provision of funding for: (1) the administration and operation of the NBN to ensure that its related services and facilities continue to attract the attention of the public as a resource for the development of funding alternatives; (2) to provide grant writing services to the City to enhance the city's ability to apply for and receive grants for which it qualifies; and (3) to create a cooperative partnership between the City and NBN aimed at achieving these goals and objectives, and

WHEREAS, the Council of the City of Muskogee, Oklahoma, has determined that continued operation of NBN fulfills the public purpose of the City in promoting the economic well being and development of the community,

NOW THEREFORE, in consideration of the mutual promises and other good and valuable consideration exchanged herein, the parties hereby acknowledge and agree as follows:

## **SECTION I. INTENT AND PURPOSE**

The intent and purpose of this Agreement is for the City to contract the services of the NBN so that the NBN can effectively implement, train, develop and apply for grants and grant activities on behalf of the City and other not for profit activities that enhance the economic well being of the Muskogee community, as well as, to cooperate with NBN in the development and acceptance of the Shelter Project.

## **SECTION II. Creation of Independent Contract**

The NBN agrees to act as the Independent Contractor of the City in implementing this Agreement in compliance with all Laws and Statutes applicable to the accounting, reporting,

recording, and retention of all revenues and expenditures of funds including to the extent applicable: the Municipal Budget Act, Title 11, Oklahoma Statutes, Chapter 17; the Oklahoma Open Meetings Act, Title 25, Oklahoma Statutes, § 301 et seq; and the Oklahoma Open Records Act, Title 51, Oklahoma Statutes, § 24A.1 et seq. The NBN will report and document revenues and expenditures to insure the City's ability to comply with the above statutes.

### **SECTION III. Services to be performed by NBN**

The NBN shall consistent with the terms of this agreement, encourage, develop, promote, and train not for profit activities in the methods of applying for and administering awarded grants that enhance the economic well being of the City of Muskogee. In addition, NBN will research, find, develop and apply for grants on behalf of the City. In this regard NBN shall apply for grants on behalf of the City only after approval of the City Manager and if required the City Council.

The NBN furthermore, in cooperation with the City, will facilitate the Shelter Project through a Gift Agreement between NBN and Weldon Stout as Trustee of the Shedden Trust.

### **SECTION IV. Budgeting of Funds**

- a. The NBN shall, no later than April 1<sup>st</sup>, submit an annual budget for approval by the City. The Budget for FY 2018-2019 is attached hereto as Exhibit A.
- b. City Council agrees to allocate funds to the NBN not to exceed in the amount specified in the City's approved Budget for the services to be performed under this Agreement, for fiscal year 2018-2019, said allocation is \$25,000.00. Any claim submitted to the City must be presented in writing and verified in the manner provided by law. No account or claim may be paid by the City unless it has been reviewed and approved by the Muskogee City Council and an entry of the account or claim made in the proper books kept for that purpose. Those approved will be processed and paid within twenty (20) days of submission. Only the expenditures approved as a part of the budget shall be paid based on properly documented claims.
- c. The City Treasurer will be responsible for monitoring compliance with the terms of this Agreement, and will promptly report in writing possible non-compliance to the City Manager.
- d. All revenue not expended by June 30 of the contract year, which the NBN received from the City for services performed under this Agreement, shall be returned to the City by July 15 of the next fiscal year during the term of this Agreement.
- e. Funds designated by the Gift Agreement for the Shelter Project will not be considered part of City Funds, and thus no additional budget shall be required to be to be tendered to the City.

## **SECTION V. Accountability**

The NBN shall maintain integrity of the tax revenues at all times and a general accounting ledger for these funds in a manner sufficient to enable City to comply with appropriate governmental accounting standards.

## **SECTION VI. Reporting**

- a. Annual Expenditures. The NBN shall deliver to the City Treasurer a revenue and expenditure report itemizing the expenditures by categories in an acceptable format.
- a. Reports. Annually NBN shall furnish the City Council a report summarizing accomplishments in sufficient detail of year-to-date activities to allow a determination of value received and goals met as a means of measuring success and return on investment. This report shall be briefed to City Council no later than the second regular Council meeting of the month of May 1st.
- b. Annual Audit. The NBN further agrees to provide the City Treasurer with a copy to the City Clerk of its annual audit within thirty (30) days after the audit report is received by the NBN. The audit shall be an annual examination by an independent Certified Public Accountant of the NBN's financial records made in accordance with generally accepted auditing procedures.

## **SECTION VII. Maintenance and Disposition of Records**

- a. NBN Responsibilities. The NBN shall maintain a record of revenues, expenditures, accounts and transactions fully supported by invoices and appropriate documentation to show that expenditures were made in accordance with the terms of this agreement and the approved budget. These records shall be maintained in accordance with the terms of this agreement and the approved budget. These records shall be maintained in accordance with generally accepted accounting procedures. Copies of all required documents shall be furnished to the City upon request.
- b. City Responsibilities. All records received from the NBN shall be maintained as records of the City with disposition of the records to be as required by law or special resolution of the City Council.

## **SECTION VIII. Administration**

- a. The NBN agrees to employ qualified and competent personnel to implement the intent of this Agreement, and NBN agrees to provide all the management and administrative services the requirements of Section III hereof. Expenses directly attributable to the services provided by the NBN pursuant to this Agreement shall be allocated as part of

the budget process. Expenses which are attributable, directly or indirectly, solely to NBN member services, or other NBN functions outside the scope or purpose of services within the scope of this Agreement shall be allocated to NBN funds and not the funds provided herein.

- b. NBN further agrees to grant City staff access to NBN's files, and other information services and data relative to activities necessary to implement the intent of this Agreement.

#### **SECTION IX. Insurance and Indemnification**

NBN agrees to carry public liability insurance with an insurance company or companies authorized for business in the State of Oklahoma, with said companies to have at least an "A" rating by A.M. Best Company, insuring NBN and City against liability for injuries to persons (including wrongful death) and damage to property, with liability limits of not less than \$1,000,000.00 for any one accident involving injury to one or more persons, and not less than \$25,000.00 for property damage resulting from any one claimant. NBN shall furnish City with a certificate of such insurance upon acceptance of this Agreement, which insurance shall provide specified amounts of insurance in no way limits the liability of NBN and NBN shall forever indemnify, defend, and save harmless City, its officials and employees, from all claims, suits, demands, and actions arising from or in any way connected with the execution and implementation of this Agreement, provided however, that the NBN shall not be liable beyond any applicable statute of limitations.

#### **SECTION X. Right of Review**

NBN understands and agrees that the purpose of this agreement is to serve the general public; therefore, City shall have the right to review proposals and plans developed by the NBN in carrying out the activities described herein. In case of disagreement between the parties with respect to the provisions of this section, the disagreement shall be resolved by the official act of the governing body of each party.

#### **SECTION XI. Term of Agreement; Termination of Agreement**

This agreement shall be for a one (1) year period commencing on execution and ending on June 30, 2019, unless this agreement is terminated prior to each expiration date upon the following condition:

Upon ninety (90) days written notice by one party to the other party, said notice to be sent to:

- a. City Manager

City of Muskogee  
PO Box 1927  
Muskogee, OK 74402

- b. President  
Neighbors Building Neighborhoods  
dba Muskogee Nonprofit Resource Center  
207 N. 2<sup>nd</sup> Street  
Muskogee, OK 74401

#### **SECTION XII. Non-transferable**

NBN agrees not to assign or otherwise transfer this Agreement or rights therein contained without prior written approval of City.

#### **SECTION XIII. Non-discrimination**

In connection with the performance of services under this Agreement, the NBN agrees not to discriminate against any employed or applicant for employment because of race, creed, color, national origin, sex, disability or ancestry. The NBN further agrees to take affirmative action to insure that employees are provided equal opportunity in employment, promotion, transfer, rates of pay or other forms of compensation and selection for training.

#### **SECTION XIV. Waiver**

The waiver by the City of any breach of any term, condition, or covenant herein contained shall not be deemed a waiver of any subsequent breach of the same, or any other term, condition or covenant.

#### **SECTION XV. Acknowledgement of Assistance**

Muskogee NonProfit Resource Center agrees that it shall include the following credit line on all printed promotional and program materials and on the agency's website: With assistance from the City of Muskogee.

IN WITNESS WHEREOF, the parties hereto affix their hands and seals the day and year first above written.

**CITY OF MUSKOGEE, OKLAHOMA**  
A Municipal Corporation



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**JOHN R. COBURN, Mayor**

Attest

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**TAMMY L. TRACY, City Clerk**

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

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**ROY D. TUCKER, City Attorney**

**NEIGHBORS BUILDING NEIGHBORHOODS, INC.**

An Oklahoma Non-Profit Corporation

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**CHAIRMAN OF THE BOARD**

**Finance Committee****5.**

**Meeting Date:** 06/04/2018  
**Submitted For:** Mike Stewart, Assistant City Manager  
**Initiator:** Robin Orman, Office Administrator  
**Department:** Assistant City Manager  
**Staff Information Source:**

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

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 FY2019-2020, or take other necessary action. (Mike Stewart)

**BACKGROUND:**

The City of Muskogee's approved budget provides funding to Muskogee County Public Transit Authority for \$152,885 for FY2018-2019. This contract includes a provision for presenting a summary of their accomplishments to the City Council. This presentation is to highlight the activities and achievements of Muskogee County Transit. Typically, the City sets aside funding for a cooperative agreement with the Muskogee County Public Transit Authority to continue its services. Staff recommends approval of the renewed agreement.

**RECOMMENDED ACTION:**

Receive report and approve the renewal of the Cooperative Agreement

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

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**Attachments**

MCT Contract

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**COOPERATIVE AGREEMENT BETWEEN THE CITY OF MUSKOGEE AND  
MUSKOGEE COUNTY PUBLIC TRANSIT AUTHORITY dba: MUSKOGEE  
COUNTY TRANSIT**

This Agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the City of Muskogee and Muskogee County Public Transit Authority, a public trust formed in accordance with Title 60 O.S. Sections 176 et seq., doing business as Muskogee County Transit, hereafter referred to as the "Authority", to assist in providing public transportation services within the City of Muskogee through Section 5311 funding. The City of Muskogee is encouraging and promoting by public funding the activity of providing public transportation and chooses to implement this support through a support agreement with the Muskogee County Public Transit Authority.

The Authority agrees to act as the Independent Contractor of the City in implementing said Agreement in compliance with all Laws and Statutes applicable to the accounting, reporting, recording, and retention of all revenues and expenditures of funds including to the extent applicable. The Authority will report and document revenues and expenditures to insure the City's ability to comply with the statutes applicable concerning the expenditure of City funds.

The City of Muskogee agrees to pay \$76,442.00 bi-annually based on \$152,885.00 for the fiscal year commitment commencing on July 1, 2018 and ending June 30, 2019. The Authority agrees to operate a deviated fixed or fixed route bus service, as approved by Oklahoma Department of Transportation, within the City of Muskogee for the public and curb side service.

This agreement shall be for the period of one (1) year corresponding with the City's fiscal year; therefore, this agreement shall expire at midnight on June 30, 2019.

Notices required to be sent shall be sent to:

- a. City Manager  
City of Muskogee  
229 W. Okmulgee Street  
Muskogee, OK 74401
- b. Chairman  
Muskogee County Public Transit Authority  
4401 Hayes  
Muskogee, OK 74402

The Authority shall maintain integrity of the revenues at all times and a general accounting ledger for these funds in a manner sufficient to enable City to comply with appropriate governmental accounting standards. All income, earnings and proceeds from the use of the funds shall be likewise accounted for.

The Authority further agrees to provide the City Treasurer a copy of its annual audit within thirty (30) days after the audit report is received by the Authority. The audit shall be an annual examination by an independent Certified Public Accountant of the Authority's financial records made in accordance with generally accepted auditing procedures.

The Authority shall maintain a record of revenues, expenditures, accounts, and transactions fully supported by invoices and appropriate documentation to show that each expenditure was made in accordance with the terms of this agreement. These records shall be maintained in accordance with generally accepted accounting procedures. Copies of all required documents shall be furnished to the City upon request.

The Authority agrees that it will not exclude from participation in or deny the benefits of the services, programs, or activities offered under this agreement to any qualified individual with a disability as defined in the Americans with Disabilities Act of 1990.

The Authority and its employees and agents shall provide these services in accordance with Appendixes A, B & C to Title IV Assurance and the Assurances Relative to Equal Employment Opportunity.

Responsibility for salaries, benefits, workers' compensation, and any and all other operational expenses will remain with the Authority.

There shall be established a Public Trust Board consisting of seven members. Three of the seven shall be appointed by the City of Muskogee. One Member shall be a member at large appointed by the Trust. Three members shall be appointed by the County Commissioners.

Authority agrees to carry public liability insurance with an insurance company or companies authorized for business in the State of Oklahoma, insuring Authority and City against liability for injuries to persons (including wrongful death) and damage to property, with liability limits of not less than the limits of liability as established in the Oklahoma Governmental Tort Claims Act. Authority shall also carry a policy of Workers Compensation insurance covering all employees of the Authority with limits as required by state statute.

The Authority will also provide public liability insurance to cover the errors and omissions of both parties to this agreement as well as the officers, agents, servants and employees of the Authority and Muskogee County Transit in amounts to comply with insurance requirements of

the program and the Governmental Tort Claims Act. The Authority shall also maintain comprehensive and collision coverage on the buses for actual cash value or cost of repair, whichever is less.

The Authority shall conduct itself in accordance with the Oklahoma Open Meeting Act and retain and manage all related records in accordance with the Oklahoma Open Records Act.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

CITY OF MUSKOGEE, OKLAHOMA

By: \_\_\_\_\_

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

Accepted and approved by the Muskogee County Public Transit Authority

\_\_\_\_\_

Executive Director or Chairman

**Finance Committee**

**6.**

**Meeting Date:** 06/04/2018  
**Submitted For:** Drew Saffell, Assistant City Manager  
**Initiator:** Robin Orman, Office Administrator  
**Department:** Assistant City Manager  
**Staff Information Source:**

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**Information**

**AGENDA ITEM TITLE:**

Consider awarding the highest bid to Dan Leatherman for a five (5) year lease of the City of Muskogee's landfill grazing land, beginning June 1, 2018 and ending May 31, 2023, or take other necessary action. (Mike Stewart)

**BACKGROUND:**

The landfill grazing lease ends on May 31, 2018. In April 2018, airport staff put the grazing land out for bid. The City received many bids and the highest bid for the landfill property is listed below. The bid tabulation sheet is attached for reference. This bid is complete and meet the requirements of the City of Muskogee.

Landfill Lot 1 – Dan Leatherman \$20,800.00

**RECOMMENDED ACTION:**

Approve the highest bid for a 5-year lease of the City of Muskogee's landfill grazing land beginning June 1, 2018 and ending May 31, 2023, or take other necessary action.

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**Fiscal Impact**

**Attachments**

Grazing Lease

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**Tabulation Sheet**  
City of Muskogee

Bid Item: Grazing Leases Airport/Old Landfill  
Date: 5/3/2018  
Department: Muskogee-Davis Regional Airport

Approved by Purchasing: \_\_\_\_\_

Date: \_\_\_\_\_

Approved by City Council: \_\_\_\_\_

Date: \_\_\_\_\_

Vendors >	Travis O'Neal	Curt Daubs	Triple J Ranch	Jacky Reese	Tommy Thomas	Jim Chappell	Kay Anderson	William Isbell	Matt Ashwood
<b>Airport</b>									
Lot 1 Tract #1	\$3,000.00	No Bid	\$1,800.80	No Bid	No Bid	\$4,843.13	\$4,800.00	\$1,100.00	\$2,250.00
Lot 2 Tract #2	\$3,000.00	\$6,621.00	\$3,524.80	No Bid	No Bid	No Bid	\$4,015.00	\$2,200.00	\$3,300.00
Lot 3 Tract #3,4,5	\$30,001.50	No Bid	\$34,930.00	No Bid	No Bid	No Bid	\$33,187.00	No Bid	No Bid
Lot 4 Tract #6,7	\$12,080.00	No Bid	\$14,523.00	No Bid	No Bid	No Bid	\$16,415.00	\$12,025.00	No Bid
Lot 5 Tract #8	\$1,500.00	No Bid	\$3,040.00	No Bid	No Bid	No Bid	\$3,000.00	No Bid	\$2,850.00
Lot 6 Tract #9	\$4,808.15	\$5,713.00	No Bid	\$5,200.00	\$6,100.00	No Bid	\$5,600.00	No Bid	No Bid
Lot 7 Tract #10	\$300.00	No Bid	No Bid	\$800.00	\$1,500.00	No Bid	\$1,107.00	No Bid	\$680.00
Lot 8 Tract #11,12,13	\$29,200.00	No Bid	\$36,558.00	No Bid	No Bid	No Bid	\$28,636.00	No Bid	\$30,000.00
Lot 9 Tract #14	\$9,703.00	No Bid	\$6,913.80	No Bid	No Bid	\$11,017.84	\$10,585.00	No Bid	\$6,900.00
<b>Old Landfill</b>									
Lot 1 Tract # NA	\$13,725.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$20,000.00

Witnessed by:

\_\_\_\_\_

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Approved by:

\_\_\_\_\_

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# Tabulation Sheet

City of Muskogee

Bid Item: Grazing Leases Airport/Old Landfill  
Date: 5/3/2018  
Department: Muskogee-Davis Regional Airport

Approved by Purchasing: \_\_\_\_\_

Approved by City Council: \_\_\_\_\_

<b>Vendors &gt;</b>	<b>Dan Leatherman</b>								
<b>Airport</b>									
Lot 1 Tract #1	No Bid								
Lot 2 Tract #2	No Bid								
Lot 3 Tract #3,4,5	No Bid								
Lot 4 Tract #6,7	No Bid								
Lot 5 Tract #8	No Bid								
Lot 6 Tract #9	No Bid								
Lot 7 Tract #10	No Bid								
Lot 8 Tract #11,12,13	No Bid								
Lot 9 Tract #14	No Bid								
<b>Old Landfill</b>									
Lot 1 Tract # NA	\$20,800.00								

Witnessed by:

\_\_\_\_\_  
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\_\_\_\_\_  
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Approved by:

\_\_\_\_\_  
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\_\_\_\_\_  
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**Finance Committee**

7.

**Meeting Date:** 06/04/2018  
**Initiator:** Russ Andis, Purchasing Asst.  
**Department:** Purchasing  
**Staff Information Source:**

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**Information**

**AGENDA ITEM TITLE:**

Consider approval of low bid from Hogle Plumbing (Plumbing Contractor) for maintenance and upkeep of all City facilities and buildings, or take other necessary action. (Billy Coffey)

**BACKGROUND:**

The Facilities Department received and reviewed the bids for the annual contract for the maintenance and upkeep of the plumbing within all City facilities and buildings. Hogle Plumbing was low bid (see attached Tabulation Sheet) at an hourly rate of \$68 for contractor and journeyman, and \$42 for apprentice. Response time is one to four (1-4) hours for emergency calls, and one day or less normal situations. Last year contract was with Last year contract was Hogle Plumbing.

**RECOMMENDED ACTION:**

Approve the low bid from Hogle Plumbing (Plumbing Contractor) for maintenance and upkeep of all City facilities and buildings.

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**Fiscal Impact**

**Attachments**

Tabulation Sheet

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# Tabulation Sheet

City of Muskogee

Bid Item: Plumbing Contractor 2018-19  
Date: 5/14/2018 @ 1:30PM  
Department: Facilities Maintenance

Approved by Purchasing: \_\_\_\_\_

Approved by City Council: \_\_\_\_\_

Vendors	Contractors Hourly Rate		Apprentice Hourly Rate		Jorneymans Hourly Rate		Parts Markup
Hogle Plumbing	68.00		42.00		68.00		20 %
McIntosh Service	92.00		62.00		92.00		30 %
Roto-Rooter	139.00		59.00		139.00		50 %

Witnessed by:  
Russ Andrie  
Buy  
\_\_\_\_\_  
\_\_\_\_\_

Approved by:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Finance Committee**

**8.**

**Meeting Date:** 06/04/2018  
**Submitted For:** Donnie Wimbley, Purchasing  
**Initiator:** Donnie Wimbley, Purchasing Director  
**Department:** Purchasing  
**Staff Information Source:** Donnie Wimbley

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**Information**

**AGENDA ITEM TITLE:**

Consider approval of low bid from B & R Electric (Electrical Contractor) for maintenance and upkeep of all City facilities and buildings, or take other necessary action. (Billy Coffey)

**BACKGROUND:**

The Facilities Department received and reviewed the bid (only one bid received) for the annual contract for the maintenance and upkeep of the electrical system within all City facilities and buildings. B & R Electric was low bid (see attached Tabulation Sheet) at an hourly rate of \$65 for contractor and journeyman, and \$35 for apprentice. Response time is (1 1/2) hours for emergency calls, and same day normal situations. Last year contract was with B & R Electric.

**RECOMMENDED ACTION:**

Approve the low bid from B & R Electric (Electrical Contractor) for maintenance and upkeep of all City facilities and buildings.

---

**Fiscal Impact**

**Attachments**

Tabulation Sheet

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# Tabulation Sheet

City of Muskogee

Bid Item: Electrical Contractor 2018-19  
Date: 5/14/2018 @ 2:00 PM  
Department: Facilities Maintenance

Approved by Purchasing: \_\_\_\_\_

Approved by City Council: \_\_\_\_\_

Vendors	Contractors Hourly Rate		Apprentice Hourly Rate		Journeyman Hourly Rate		Parts Markup
B & R Electric	65.00		35.00		65.00		12%

Witnessed by: Russ Andrie  
Ben  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Approved by: \_\_\_\_\_  
\_\_\_\_\_  
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**Finance Committee**

**9.**

**Meeting Date:** 06/04/2018  
**Submitted For:** Donnie Wimbley, Purchasing  
**Initiator:** Donnie Wimbley, Purchasing Director  
**Department:** Purchasing  
**Staff Information Source:** Donnie Wimbley

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**Information**

**AGENDA ITEM TITLE:**

Consider approval of low bid from Hix AC Service (Mechanical Contractor) for maintenance and upkeep of all City facilities and buildings, or take other necessary action. (Billy Coffey)

**BACKGROUND:**

The Facilities Department received and reviewed the bids for the annual contract for the maintenance and upkeep of the mechanical (heat/air) equipment within all City facilities and buildings. Hix AC Service was low bid (see attached Tabulation Sheet) at an hourly rate of \$68 for contractor and journeyman, and \$30 for apprentice. Response time is within six (6) hours for emergency calls, and eight (8) hours for normal situations. Last year contract was with Hix AC Services.

**RECOMMENDED ACTION:**

Approve the low bid from Hix AC Service (Mechanical Contractor) for maintenance and upkeep of all City facilities and buildings.

---

**Fiscal Impact**

**Attachments**

Tabulation Sheet

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# Tabulation Sheet

City of Muskogee

Bid Item: Mechanical Contractor 2018-19  
Date: 5/14/2018 @ 2:30 PM  
Department: Facilities Maintenance

Approved by Purchasing: \_\_\_\_\_

Approved by City Council: \_\_\_\_\_

Vendors	Contractor's Hourly Rate		Apprentice Hourly Rate		Journeyman Hourly Rate		Parts Markup
Hogle Company	NO BID		NO BID		NO BID		NO BID
McIntosh Services	92.00		62.00		92.00		30 %
Acme-Reese Air-Conditioning	75.00		40.00		75.00		40 %
HIX AC Service	68.00		30.00		68.00		28 %

Witnessed by: Russ Aydes  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Approved by: \_\_\_\_\_  
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\_\_\_\_\_

**Finance Committee****10.**

**Meeting Date:** 06/04/2018  
**Submitted For:** Donnie Wimbley, Purchasing  
**Initiator:** Donnie Wimbley, Purchasing Director  
**Department:** Purchasing  
**Staff Information Source:** Donnie Wimbley

---

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

Consider approval of low bid from Johnson Service (Refrigeration Contractor) for maintenance and upkeep of all City facilities and buildings, or take other necessary action. (Billy Coffey)

**BACKGROUND:**

The Facilities Department received and reviewed the bids for the annual contract for the maintenance and upkeep of the refrigeration equipment within all City facilities and buildings. Johnson Service was low bid (see attached Tabulation Sheet) at an hourly rate of \$80 for contractor, \$40 for journeyman, and \$20 for apprentice. Response time is within one (1) hours for emergency calls, and two (2) hours for normal situations.

**RECOMMENDED ACTION:**

Approve the low bid from Johnson Service (Refrigeration Contractor) for maintenance and upkeep of all City facilities and buildings.

---

**Fiscal Impact****Attachments**

Tabulation Sheet

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Department: **Facilities Maintenance**

Approved by City Council: \_\_\_\_\_

Approved by: \_\_\_\_\_



**Finance Committee****11.**

**Meeting Date:** 06/04/2018  
**Submitted For:** Donnie Wimbley, Purchasing  
**Initiator:** Donnie Wimbley, Purchasing Director  
**Department:** Purchasing  
**Staff Information Source:** Donnie Wimbley

---

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

Consider approval of Resolution No. 2729 declaring certain items of personal property presently in possession of the City of Muskogee, to be surplus to the needs of the City and authorize the City Manager to dispose of the same as per the attached list, or take other necessary action. (Mike Miller)

**BACKGROUND:**

City departments have determined that the list of attached items are deficient and have requested these items be declared surplus to the needs of the City of Muskogee. The following department have submitted list:

Assistant City Manager	City Attorney	City Hall
Civic Center	Library	
Public Works/Environment Control	Park & Recreation	Planning      Public Works
Admin Office	Pollution Control	
Public Works/Solid waster	Public Works/ Street	Public Works/Water
Plant	Police Dept	
IT Department	Pollution Control	

**RECOMMENDED ACTION:**

Approve a resolution declaring certain items surplus to the needs of the City and authorizing City Manager to dispose of said property.

---

**Fiscal Impact****Attachments**

2729 6-11-2018 RES Surplus List

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## RESOLUTION NO. 2729

**A RESOLUTION DECLARING CERTAIN ITEMS OF PERSONAL PROPERTY PRESENTLY IN THE POSSESSION OF THE CITY OF MUSKOGEE, TO BE SURPLUS TO THE NEEDS OF THE CITY OF MUSKOGEE AND AUTHORIZING THE CITY MANAGER TO OFFER FOR SELL OR DISPOSE OF THE SAME AS ATTACHED LIST.**

**WHEREAS**, the City of Muskogee, Oklahoma has in its possession certain items of personal property which can no longer be put to good use; and

**WHEREAS**, the City of Muskogee desires to dispose of items of personal property, which are no longer needed, as surplus properties, according to the provisions of the Charter and the Ordinances of the City;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MUSKOGEE, OKLAHOMA;**

**SECTION 1:** The property listed herein is hereby declared to be surplus to the needs of the City of Muskogee, Oklahoma.

**Assistant City Manager**

5 ft. Table

Chair

**Cemetery**

UNIT	YEAR	MAKE	MODEL	MILEAGE	VIN #
7701	1994	Chevy	1500	50951	1GCEC14K1RZ269762

**City Attorney**

1-Chair

**City Hall**

Tourism Building HWY 69 1120 Sq. Ft.

**Civic Center**

1-Desk

1-Large Copier

**Fleet Management**

UNIT	YEAR	MAKE	MODEL	MILEAGE	VIN #
1441	1998	Chevy	Lumina	60776	2G1WL52M3W9164591
1433	1997	Ford	Expedition	161493	1FMEU17L2VLB37541

**Library**

22- Light Fixtures

**Public Works / Environmental Control**

1993 FORD Model 3930 Serial #BD38993 TRACTOR

2011 BUSHWHACKER Model ST180 Serial #15010 BRUSH HOG

2011 BUSHWHACKER Model ST180 Serial #15009 BRUSH HOG

1970 CURB DRESSER Model 169T Serial #3139

2005 MASSEY FERGUSON Model 481 Serial #9365BN34082 TRACTOR Air Jack (Does not work)

**Parks & Recreation**

1-Office Chair

**Parks & Recreation/Kiwanis Center**

1-Copier

**Planning**

2- Printers HP C7280 all in one (both printers are not printing)

Lots of various ink for HP printers

HP 02 Cyan

HP 02 Yellow

HP 02 Magenta

HP 02 light Magenta

HP 02 Black

2 lamps

Cannon Adding machine

Miscellaneous office pen/pencil holders

**Public Works / Airport**

UNIT	YEAR	MAKE	MODEL	MILEAGE	VIN #
1979	1992	Chevy	1500	150920	1GCDC14KNE139728
1985	2003	Chevy	3500	93601	1GBJC34U93E310752

**Public Works / Water Distribution**

UNIT	YEAR	MAKE	MODEL	MILEAGE	VIN #
4400	1998	Dodge	Ram 1500	116203	3B7HC16Y1WM266856
4457		Yanmar	Excavator		00804B

**Public Works / Admin. Office**

1 – Copier

**Public Works / Solid Waste**

3 yd. dumpsters (60)  
2 yd. dumpsters (10) not repairable  
1 yd. dumpster (8)

**Public Works / Street**

Round 75 gallon fuel tank  
Lincoln Welder (no leads)  
Henderson Sand Spreader  
Ford F350 Truck  
6-Vibrating plate tamps  
Backhoe trailer  
Asphalt Slurry Machine

**Public Works / Traffic**

UNIT	YEAR	MAKE	MODEL	MILEAGE	VIN #
2300	2003	Chevy	3500	170146	1GBJC34U93E312789

**Public Works / Sanitation**

UNIT	YEAR	MAKE	MODEL	MILEAGE	VIN #
180	2002	Chevy	1500	251796	1GCEC14V42Z307792

**Public Works / Water Plant****Pallet 1**

Electric motors (2)  
Valve (1)  
Siemens Control units (3 boxes)  
Misc. electric wires, cords, computer cords (1 box)  
Misc. Batteries:  
7 small, 7 mid, 5 big Pallet 1 Electric motors (2)  
Valve (1)

**Pallet 2**

Transformers (11)

### Pallet 3

Electric timers (6)  
Wizards (2)  
Electric boxes (2)  
Assorted: (16 boxes)  
Allen Bradley parts, Electrical parts,  
Boards, fuses, Allen Bradley control units

### Pallet 4

Assorted: (6 boxes)  
Electrical parts, boards, fuses, cords, wires, computer boards  
Allen Bradley control units (3)

### Pallet 5

Assorted: (12 boxes)  
Used light bulbs  
24" heating element, for distiller  
100 mL drip style titrator  
4 - Amber glass flasks 2500 mL  
Stanley 1 millions series spotlight  
HACH Model DR4000 Spectrophotometer  
9 - Beakers 150 ML  
Kimax Erlymeyer 6 - Flasks 500 ML  
2- 100 mL glass titrators  
500 mL glass titrator  
HACH Sension 2 2 - pHise meter  
Accumet 50 pH meter  
HACH COD reactor  
500 mL filtering kit  
2 - Pyrex funnels  
2- glass panel doors. (One glass broken)  
72 - Assorted plastic bottles  
30 gallon tote  
Metal Welding Table  
Hershey Portable Meter Tester  
Ditch Witch Ride a along trencher with small Backhoe attachment up front  
(may want to hold for auction)  
Old line locator  
Above ground fuel tanks  
1 - unleaded  
1 - diesel  
Used oil tank

### Purchasing

UNIT	YEAR	MAKE	MODEL	MILEAGE	VIN #
------	------	------	-------	---------	-------

9925	1997	Ford	Taurus	54638	1FALP52U9VG306267
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**Police Dept**

1-Copier

2-Desks

2-Chairs

**Unit**

#	Year	Make	Model	Mileage	VIN
115	2003	Ford	Crown Victoria	149866	2FAFP71W03X133239
116	2003	Ford	Crown Victoria	146115	2FAFP71W93X133241
118	2003	Ford	Crown Victoria	125706	2FAFP71W23X133243
120	2003	Ford	Crown Victoria	150171	2FAFP71W63X133245
122	2003	Ford	Crown Victoria	157000	2FAFP71WX3X133247
124	2003	Ford	Crown Victoria	154558	2FAFP71W33X133249
126	2003	Ford	Crown Victoria	174602	2FAFP71W13X133251
129	2003	Ford	Crown Victoria	169100	2FAFP71W43X130377
154	2003	Ford	Crown Victoria	94286	2FAFP71W43X202658
156	2003	Ford	Crown Victoria	103605	2FAHP71W53X186995
200	2005	Ford	Crown Victoria	148763	2FAFP71W95X135140
201	2005	Ford	Crown Victoria	148043	2FAFP71W05X133731
203	2005	Ford	Crown Victoria	145214	2FAFP71W45X133733
204	2005	Ford	Crown Victoria	132027	2FAFP71W65X133734
205	2005	Ford	Crown Victoria	177596	2FAFP71W85X133735
207	2005	Ford	Crown Victoria	127558	2FAFP71W15X133737
210	2005	Ford	Crown Victoria	167391	2FAFP71W15X133740
211	2005	Ford	Crown Victoria	146207	2FAFP71W35X133741
212	2005	Ford	Crown Victoria	153987	2FAFP71W55X133742
213	2005	Ford	Crown Victoria	139434	2FAFP71W75X133743
214	2005	Ford	Crown Victoria	140875	2FAFP71W95X133744
215	2005	Ford	Crown Victoria	168114	2FAFP71W05X133745
218	2005	Ford	Crown Victoria	172405	2FAFP71W65X133748
219	2005	Ford	Crown Victoria	159330	2FAFP71W85X133749
220	2005	Ford	Crown Victoria	151860	2FAFP71W45X133750
221	2005	Ford	Crown Victoria	175568	2FAFP71W65X133751
222	2005	Ford	Crown Victoria	115805	2FAFP71W85X133752
223	2005	Ford	Crown Victoria	131558	2FAFP71WX5X133753
224	2005	Ford	Crown Victoria	153197	2FAFP71W15X133754
225	2005	Ford	Crown Victoria	171718	2FAFP71W35X133755
226	2005	Ford	Crown Victoria	167797	2FAFP71W05X135141
227	2005	Ford	Crown Victoria	149204	2FAFP71W95X135137
228	2005	Ford	Crown Victoria	157276	2FAFP71W05X135138
229	2005	Ford	Crown Victoria	168774	2FAFP71W25X135139
233	2005	Ford	Crown Victoria	127492	2FAFP71W75X143088

### **Pollution Control**

3-Copiers

Copy Start Model CS-1620 Copier – Functional

Kenmore Dishwasher – not functional

Magic Chef Stove with oven – functional

Polaroid Camera & Case

KROY 80 lettering system (no film to print letters/old)

Office Jet Pro Model K550 Printer

Lindberg Blue M muffle furnace

2 bases and 1 lid that go to composite samplers-no electrical components

4 flow meter sensor probes with cables- all bad/not measuring accurately

Old Mutton Door Whitney flow meter- not functional

YSI 58 D.O. Meter and probes

Cuisinart Blender

John Deere Yard tractor

2000 Kubota with mower

1995 Kubota Model B7-100 HST Tractor

2005 Sterling Flush Truck (Vac-Con) SN 2FZAATDC25AU09963

UNIT	YEAR	MAKE	MODEL	MILEAGE	VIN #
6612	2004	Dodge	Dakota	33563	1D7GL12KX4S634524
6647	1995	Bobcat	853		512812920

### **Information Technology**

HP PC Model N8120n Serial #MXF72807YZ

Dell Monitor Model E198FPB Serial #CN-0G256H-74261-88D-04LL-A00

Dell Laptop Model Latitude D830 Serial #BM038F1

Dell Printer Model 3130CN Serial #CYRTYR1

Dell PC Model Optiplex 745 Serial #JV0YPC1

Dell Monitor Model 1907FPVT Serial #CN-0CC388-71618-79C-ACDH

HP Multifunction Serial CN72BB201M

CTX Monitor Model PV510 Serial #1113400610

Dell PC Model Optiplex 790 Serial #8D10QS1

Dell PC Model Optiplex 791 Serial #D28TJS1

Dell PC Model Optiplex 792 Serial #JXGRZQ1

Dell PC Model Optiplex 793 Serial #7SVZKS1

Dell PC Model Optiplex 794 Serial #818NXR1

Cisco Router Model 4400 Serial #FOC1052F0GN

Watchguard Firewall Model F2064N Serial #253405723

Cisco Router Model 2811 Serial #FTX1050A1HC

Cisco Router Model 2620 Serial #JAB044584ZU

HP Multifunction Office Jet Pro 68 Serial #TH4C96D1KC

Brother Multifunction Model MFC-J430W Serial # U62905A3F448383

Dell Monitor Model 1905FP Serial # CN-0T6116-71618-56B-AQC5

HP PC Model 700-414 Serial #MXX5110Q91

HP Printer Model Envy4500 Serial #CN515253DF

HP Deskjet Printer Model CN0972F1SG

Monitor Model 2009WT Serial #CN-0G433H-74445-970-CU5L

Dell Printer Model 2360 Serial #2QW1KJ1

**SECTION 2:** The City of Muskogee authorizes the City Manager to sell or otherwise dispose of said real property and personal property listed above.

**PASSED AND APPROVED** by the City Council of the City of Muskogee, Oklahoma this \_\_\_\_\_ day of \_\_\_\_\_, 2018

CITY OF MUSKOGEE,  
A municipal corporation,

\_\_\_\_\_  
JOHN R. COBURN, MAYOR

ATTEST

\_\_\_\_\_  
TAMMY TRACY, CITY CLERK

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

\_\_\_\_\_  
ROY TUCKER, CITY ATTORNEY



**Finance Committee****12.****Meeting Date:** 06/04/2018**Submitted For:** Roy Tucker, City Attorney**Initiator:** Leslie Arnold,  
Attorney Secretary**Department:** City Attorney**Staff Information Source:** City Attorney

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

Consider approval to award a contract to Alliance Benefit Group in the amount of \$39,600.00 per year for three (3) years pursuant to solicited requests for proposals for Third Party Administration Services of the City's Self-Insured Workers Compensation Plan, or take other necessary action. (Roy D. Tucker)

**BACKGROUND:**

Alliance Benefit Group has been the TPA for the City's Workers Compensation Plan for over 17 years. This year, purchasing solicited competitive proposals. RFP's were sent to 7 different agencies; 6 responses were received. A review committee was created by the City Manager to review the received proposals. The committee was comprised of Leslie Arnold, Roy Tucker, Dakota Jones and Donnie Wimbley. Upon review and consideration, the committee has recommended continuation of services of Alliance Benefit Group.

**RECOMMENDED ACTION:**

Approve the renewal of agreement with Alliance Benefit Group.

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**Fiscal Impact****Attachments**

Agreement

Tabulation Sheets

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## Claims Administration Service Agreement

### SERVICE AGREEMENT

THIS SERVICE AGREEMENT is hereby entered into by Alliance Benefit Group, Inc., hereinafter referred to as ABG, and the City Of Muskogee, hereinafter referred to as COM, for services in connection with the self-insurer's obligation under the provisions of the workers' compensation law(s) of the State of Oklahoma.

- 1) It is the intention of the parties hereto that ABG, an independent contractor, shall furnish to COM claims services as follows:
  - a) ABG shall recommend to COM procedures as required for the prompt reporting and recording of all occupational injuries and illnesses.
  - b) ABG shall provide all of its normal claims administration services, including all reports as required by State regulatory agencies. Normal claims administration does not include items defined as allocated claim expense.
  - c) ABG shall administer all claims incurred by COM during the administrative period to determine if such injury was compensable and the actual amount of compensation due.
  - d) ABG shall assist COM in the timely completion of their Own Risk application, the Multiple Injury Trust Fund quarterly reports and other reporting required by statute.
  - e) ABG will submit all indemnity claims to the Child Support Lien Network (CSLN) and will honor the provisions of any Child Support Lien as required by law.
  - f) ABG will submit claims data as required by CMS on behalf of COM as a RRE (Responsible Reporting Employer). ABG will electronically transmit the required data fields to CMS. There is no additional cost to COM; however, if a Medicare set-aside or conditional payment research (CPR) is required, a law firm or third party vendor would be utilized to prepare the set-aside for submission to CMS for approval. This type of expense would be charged to the individual claim file.
  - g) ABG shall provide weekly and monthly accounting of fund disbursements to COM.


- h) ABG shall receive from and distribute funds for COM on behalf of their workers' compensation program.
  - i) ABG will maintain our office in Muskogee and allow COM employees reasonable access to the ABG adjuster, Account Executive or other ABG staff to discuss their claim, answer questions or provide copies of limited file documentation which may be requested by COM employees.
- 2) If COM desires ABG to issue the checks, a zero balance workers' compensation checking account will be established with check signing authority given to ABG. Funds for this account shall be provided by COM. ABG will be responsible for the purchase of any check stock required. If actual bank fees are imposed the fee will be paid by COM. The current banking process may continue with no change or further action required.
- 3) ABG shall recommend physicians, surgeons, and other specialists for treatment of employees sustaining an occupational injury or illness, if desired by COM. It shall review physician's reports, consult with physicians to resolve medical questions, and, if requested by COM, arrange for rehabilitation services. It shall review medical bills submitted on each claim to determine that they are payable under Oklahoma Workers' Compensation Law. COM may continue the current PPO option with WorkNet of Oklahoma or may elect to utilize a similar PPO option with a different company. Fees associated with this process may be billed to the individual claim file or paid separately by COM. The options and related fees are noted in an addendum to this agreement.
- 4) ABG shall report to COM monthly on injuries reported during such period. Such reports shall include accident date, employee name, medical and indemnity paid to date, estimated additional cost, whether the claims are open or closed, and the estimated total cost.
- 5) ABG shall maintain complete files on all reported claims on behalf of COM.
- 6) It is understood and agreed that ABG will not perform, and COM will not request performance of, any services, which may constitute the unauthorized practice of law.
- 7) While unlikely, it is possible an error may occur during the course of adjudicating a claim. If this occurs, ABG will make every reasonable effort to correct the error, but absent any gross negligence, willful misconduct, or criminal intent, ABG will not be held liable for the error.

- 8) This Service Agreement shall be mutually binding upon both parties and shall inure to the benefit of all transferees, assigns, and successors in interest of any kind of the parties hereto. However, no transfer or assignment may be made without prior written notification of a change in ownership. Notification must be provided to the other party within thirty (30) days of the effective date.
- 9) ABG shall furnish to COM all information it has available in making third-party claims, and in reporting claim losses and details to COM's excess insurance carrier as required.
- 10) COM agrees to pay ABG thirty-nine thousand six hundred dollars and no/100ths (\$39,600.00) per year for the services noted herein. This fee shall be paid monthly (\$3,300) and issued out of the claims account by ABG on or around the first check run of each new month.
- 11) This Service Agreement will automatically renew itself for two (2) additional one (1) year terms and will automatically renew for an additional three (3) year term under the same rates, terms and conditions as set forth in this agreement unless these services are re-bid by the COM or the terms of the agreement between COM and ABG are to be renegotiated.
- 12) The terms of this Service Agreement may be modified in writing with the mutual consent of ABG and COM.
- 13) COM and/or the excess carrier shall have the right to audit all COM claim files at any time except that the auditing personnel shall not be associated in any way with a competitor of ABG.
- 14) This Service Agreement is consummated in the State of Oklahoma and all questions pertaining to its validity, construction, and interpretation shall be determined in accordance with the laws of the State of Oklahoma. Should any portion of this agreement be deemed invalid, the validity, and enforcement of the remaining terms and conditions of this agreement shall remain in force.
- 15) In the event of a disagreement between both parties, it is hereby agreed and understood that binding arbitration will be used as the sole legal remedy to resolve any differences and the cost of this process will be shared equally.
- 16) A detailed Fee Schedule and options are attached.

IN WITNESS WHEREOF the parties have duly executed this three (3) year Service Agreement on the \_\_\_\_ day of June in the year 2018. Said execution will commence the initial service period beginning on the 1st day of July in the year 2018.

**Alliance Benefit  
Group, Inc.  
(ABG)**

**City of Muskogee  
(COM)**



Signature



Signature

Jeff Morrison

Printed or Typed Name

Roy Tucker

Printed or Typed Name

President

Title

City Attorney

Title

## **Cost Summary**

<b>Annual claims administration fee:</b>	<b>\$39,600</b> <b>(\$3,300/month)</b>
<b>PPO access Fee:</b> <b>One time annual fee reimbursable if the PPO does not save more than it costs (see "medical cost control").</b>	<b>\$2,400</b>
<b>PPO Bill Review</b> <b>In network savings of 10% below fee schedule.</b> <b>Bills under \$100 fee scheduled in house at no charge results in net savings to the City of Muskogee (all savings are passed on to the City of Muskogee). *current program</b>	<b>\$6.50 / bill</b>
<b>Subrogation</b> <b>Any recovery is paid 100% to the City of Muskogee.</b>	<b>no charge</b>
<b>Standard reports, account reconciliation, 1099 processing, and coordination of vocational rehabilitation evaluation</b>	<b>no charge</b>
<b>Reporting to excess carrier and filing for reimbursements.</b>	<b>no charge</b>
<b>Own risk permit application completion, child support Lien inquiry, CMS Section 111 reporting and MITF Reporting / submissions</b>	<b>no charge</b>
<b>Attend depositions and trials</b>	<b>no charge</b>
<b>Expert witness testimony</b> <b>Deposition or trial - as Adjuster and/or TPA</b>	<b>no charge</b>
<b>Attend and participate in mediations.</b>	<b>no charge</b>
<b>On site file reviews</b>	<b>no charge</b>
<b>Local Claims Office for employee consultation (discuss claim, provide copies of medical records / bills)</b>	<b>no charge</b>



# Tabulation Sheet

City of Muskogee

Bid Item: Worker's Comp Insurance  
Date: 4/30/2018  
Department: City Attorney's Office

Approved by Purchasing: \_\_\_\_\_

Approved by City Council: \_\_\_\_\_

Vendors	Compliance Phase (35pts.)	Analysis Phase (40 pts.)	Finalist Phase (25 pts.)	Total		
Risk Management Services	35	25	15	75		
Claims Administrative Services	35	35	19	89		
HealthSmart	35	25	20	80		
CCMSI	35	20	20	75		
Alliance Benefit Group	35	40	25	100		
Action Claim Service	35	30	25	90		

Witnessed by:  
Dakota Jones  
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\_\_\_\_\_  
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Approved by:  
Dakota Jones  
\_\_\_\_\_  
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# Tabulation Sheet

City of Muskogee

Bid Item: Worker's Comp Insurance  
Date: 4/30/2018  
Department: City Attorney's Office

Approved by Purchasing: \_\_\_\_\_

Approved by City Council: \_\_\_\_\_

Vendors	Compliance Phase (35pts.)	Analysis Phase (40 pts.)	Finalist Phase (25 pts.)	<i>total</i>		
Risk Management Services	35	20	15	70		
Claims Administrative Services	35	32	19	86		
HealthSmart	35	22	20	77		
CCMSI	35	37	20	92		
Alliance Benefit Group	35	40	25	100		
Action Claim Service	35	19	25	79		

*very expensive!  
but budget is answer.*

Witnessed by:

Approved by: \_\_\_\_\_





## Tabulation Sheet

City of Muskogee

Bid Item: Worker's Comp Insurance

Date: 4/30/2018

Department: City Attorney's Office

Approved by Purchasing: \_\_\_\_\_

Approved by City Council: \_\_\_\_\_

Vendors	Compliance Phase (35pts.)	Analysis Phase (40 pts.)	Finalist Phase (25 pts.)			
Risk Management Services	35	25	15	75		
Claims Administrative Services	35	30	19	84		
HealthSmart	35	25	20	80		
CCMSI	35	30	20	85		
Alliance Benefit Group	35	35	25	95		
Action Claim Service	35	30	25	90		

Witnessed by:

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\_\_\_\_\_  
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Approved by:

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\_\_\_\_\_  
\_\_\_\_\_



# Tabulation Sheet

City of Muskogee

Bid Item: Worker's Comp Insurance

Date: 4/30/2018

Department: City Attorney's Office

Approved by Purchasing: \_\_\_\_\_

Approved by City Council: \_\_\_\_\_

Vendors	Compliance Phase (35pts.)	Analysis Phase (40 pts.)	Finalist Phase (25 pts.)			
Risk Management Services	35	25	18	78		
Claims Administrative Services	35	33	<del>50</del> 20	88		
HealthSmart	35	<del>30</del> 30	17	82		
CCMSI	35	26	20	81		
Alliance Benefit Group	35	38	<del>75</del> 25	98		
Action Claim Service	35	30	25	90		

Witnessed by:

Dorrie Arnold

Approved by:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Finance Committee****13.****Meeting Date:** 06/04/2018**Submitted For:** Gary Garvin, Planning**Initiator:** Tish Callahan,  
Planning Asst.**Department:** Planning**Staff Information Source:**

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

Consider approval of awarding contract to the lowest and best bid from Whittinghill Disposal Services, Inc., in the amount of \$2.75 per square foot for the demolition of dilapidated structures project under the Community Development Block Grant Demolition and Clearance Projects Bid Group 39, or take other necessary action. (Tish Callahan)

**BACKGROUND:**

The City received a total of two (2) bids for the demolition and clearance project Bid Group 39 that were opened and read aloud on May 24, 2018 at 2:00 p.m.

J & S Construction, LLC (Vinta, OK) \$5.00 / sq. ft.

Whittinghill Disposal Service, Inc \$2.75 / sq. ft.

The project consists of the demolition of dilapidated structures located in the qualifying area using the Community Development Block Grant funds. Bid Advertisement notices were mailed to twenty-eight (28) contractors; Advertisement for Bidders was published in the local newspaper two consecutive weeks; twenty days prior to the bid opening date as required. Staff's recommendation is to award the Demolition Bid Group 39 project to Whittinghill Disposal Services, Inc. as the lowest and best bid.

**RECOMMENDED ACTION:**

Award contract to Whittinghill Disposal Service, Inc., in the amount of \$2.75 per square foot for demolition of dilapidated structures under the Community Development Block Grant Demolition Project Bid Group 39.

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

CDBG Grant Funds	\$117,016
CDBG City Match	<u>\$117,016</u>
Total Project funds available	\$234,032

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**Attachments**

ADV FOR BIDDERS

BID TABULATION\_39

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**PUBLISHED IN THE MUSKOGEE DAILY PHOENIX ON  
MAY 4 AND MAY 11, 2018  
CITY OF MUSKOGEE, OKLAHOMA**

**ADVERTISEMENT FOR BIDDERS**

Notice is hereby given that the City of Muskogee will receive sealed bids in the Office of the City Clerk, Muskogee Municipal Building, 229 West Okmulgee, Muskogee, Oklahoma, 74401, up to **2:00 p.m. ON THURSDAY MAY 24, 2018** for furnishing all labor and materials and performing all work necessary for the following project:

**FURNISHING ALL LABOR AND MATERIALS AND PERFORMING  
ALL WORK NECESSARY FOR THE DEMOLITION AND REMOVAL  
OF REMAINING DEBRIS OF DILAPIDATED STRUCTURES IN  
SCATTERED LOCATIONS IN MUSKOGEE.**

**Bidders must bid on all items of the contract at a per square foot basis.** The work under this contract will be awarded as a single contract to the lowest responsible bidder for the work. No bid may be withdrawn for at least FORTY-FIVE (45) days after the scheduled closing time for receipt of bids.

All bids must include assurances that the following provisions will be complied with:

1. Federal Labor Standards Provisions, US Department of Labor, 29 CFR 5;
2. Section 3 of the Housing and Urban Development Act of 1974, as amended; 12 U.S.C. 1701U, which requires that, to the greatest extent feasible, opportunities for training and employment be given lower-income residents of the project area and contracts for work in substantial part by persons residing in the area of the project;
3. Section 109 of the Housing and Community Development Act of 1974, which assures that no person shall, on the grounds of race, color, natural origin or sex, be excluded from participation in, be denied the benefits of or be subjected to discrimination;
4. Certification of No-Segregated Facilities, which assures the bidder does not maintain or provide any segregated facilities;
5. Equal Opportunity Provisions – Executive Order 11246, as amended, which assures non-discrimination;
6. Minority Business Enterprise and Women Business Enterprise provisions which encourage minority-owned business and women-owned businesses to bid on the project;
7. Assurances that surety companies executing bonds appear on the Treasury Department's list and are authorized to transact business in the State where the project is located.

Bids shall be made in accordance with the Bid Specifications on file and available for examination in the Purchasing Department. Prospective bidders may obtain copies from the Purchasing Department, Third Floor, 229 West Okmulgee, Muskogee, OK

74401 (918) 684-6212. It is also available on the City's website under the Purchasing Department RFP, RFQ & BIDS. Each proposal must be accompanied by a Bidder's Bond, or Cashier's Check upon any solvent Bank or Trust Company, payable without reserve to the City of Muskogee, Oklahoma, in an amount of \$5,000 (FIVE Thousand Dollars). Bid security of the two low bidders will be retained until approval of contract and execution of satisfactory bonds by the successful bidder or until other disposition on the bids is made.

The bonds required for the project will be a Performance Bond in the amount of \$50,000.

The bidder (Proposer) must supply all the information required by the bid and proposal form including completion of affidavits or their bid will be considered incomplete and therefore rejected.

The City may request of any bidder, before their bid is considered for award, that they submit a statement of facts as to their previous experience in performing work of the same character and magnitude, as to their business and technical organization, and financial resources to be used in performing the contemplated work. Each bidder must have such information, together with a recent financial statement, available upon request.

**Contractors MUST BE registered in the System for Award Management (SAM), located at [www.sam.gov](http://www.sam.gov), after obtaining a DUNS number for their entity.**

The City of Muskogee reserves the right to evaluate bids, to reject any or all bids, and to waive any informality in any bid.

City of Muskogee, Oklahoma

Donnie Wimbley  
Purchasing Manager



Approved by Purchasing: \_\_\_\_\_

Approved by City Council: \_\_\_\_\_

[illegible]

Witnessed by:

Witnessed by:  
Wesley C. Anderson

Tsk Tsk

**Approved by:**

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