

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 18, 2018
5:30 P.M. - City Council Chambers

MAYOR BOB COBURN TO RECOGNIZE LORI PAULSON AS THE JUNE 2018 EMPLOYEE OF THE MONTH.

1. Consider approval of Finance Committee minutes of June 4, 2018.
2. Consider approval of claims for all City departments May 31, 2018 through June 13, 2018.
3. Receive report from Staff and the Department of Human Services (DHS) on zoning regulations and licensing for day care facilities and provide direction to Staff, or take other necessary action. (Gary D. Garvin)
4. Consider approval of the Community Development Block Grant 2018 Application Documents; Citizen Participation Plan, Applicant Resolution, and Leverage Resolution (Resolution No. 2732) committing up to \$103,887.00 as leverage, all relating to the Oklahoma Department of Commerce Small Cities Set Aside Grant Fund Program, or take other necessary action. (Gary D. Garvin)
5. Consider approval of the renewal of a Professional Service Agreement beginning July 1, 2018 ending June 30, 2019, with Michael Gilliard, Attorney at Law, to provide representation for the City of Muskogee in Workers' Compensation Court, or take other necessary action. (Roy D. Tucker)
6. Consider approval of a Professional Service Agreement beginning July 1, 2018 ending June 30, 2019, with Mr. Michael Finerty, Attorney at Law, to provide representation for the City of Muskogee in Workers' Compensation Court, or take other necessary action. (Roy D. Tucker)

7. Consider approval of a Professional Service Agreement with Betty Outhier Williams to provide representation for the City of Muskogee in four (4) inverse condemnation lawsuits filed in Muskogee County District Court styled England v. City of Muskogee, Case No. CV-2007-20; Lacey v. City of Muskogee, Case No. CV-2007-1377; Taff v. City of Muskogee, Case No. CJ-2007-1410; Vaughn v. City of Muskogee, Case No. CJ-2007-1371; and authorize the Mayor and City Clerk to execute the agreement, or take other necessary action. (Roy D. Tucker)
8. Consider Approval to renew a Professional Service Agreement with Cate and Hammons Law Firm to provide representation for the City of Muskogee in nine (7) inverse condemnation lawsuits filed in Muskogee County District Court; Michael & Lori Carmen v. City of Muskogee, Case No. CJ-2011-168; Stanley & Linda Clark v. City of Muskogee, Case No. CJ-2011-164; W.C. Cochran v. City of Muskogee, Case No. CJ-2011-466; Harold & LeAnne Cox v. City of Muskogee, Case No. CJ-2011-465; Jerry & Marie Maxey v. City of Muskogee, CJ-11-469, Bobby & Linda Scoggins v. City of Muskogee, CJ-11-467; Crystal Thompson v. City of Muskogee, CJ-11-478, and the Civil case titled Lois Ivey v City of Muskogee, CV-07-1730, and authorize the Mayor and City Clerk to execute the agreement. (Roy D. Tucker)
9. Consider approval to renew the municipal liability insurance contract with Oklahoma Municipal Assurance Group in the amount of \$251,710.00 for policy year July 1, 2018 through June 30, 2019, or take other necessary action. (Roy D. Tucker)
10. Consider approval to renew the municipal property and rolling stock insurance from Oklahoma Municipal Assurance Group (OMAG) in the amount of \$177,410.00, for policy year July 1, 2018 through June 30, 2019, or take other necessary action. (Jean Kingston)
11. Consider approval of awarding construction contract to Tonto Construction Inc., for the Junction Area Wastewater Collection System Improvements in the amount of \$249,690.00, as the lowest best bid, or take other necessary action. (Greg Riley)
12. Consider approval of awarding construction contract to Cook Consulting LLC, for the Westside Area Wastewater Collection System Improvements in the amount of \$1,252,208.00, as the lowest best bid, or take other necessary action. (Greg Riley)
13. Consider approval of awarding a construction contract to L & L Construction for the Phase I Wastewater Treatment Plant Improvements in the amount of \$2,843,375.00, as the lowest best bid, or take other necessary action. (Greg Riley)
14. Consider approval of awarding lowest bid to Midstate Traffic Control in the amount of \$39,520.00 for LED and Backplate Signal Project, or take other necessary action. (Greg Riley)
15. Consider approval of awarding to the lowest/best bid to ICM in the amount of \$53,940.00 for Hydro Excavator with Fire Hydrant Valve Exerciser, or take other necessary action. (Greg Riley)

16. Consider approval of awarding the lowest/best bid for chemicals used in the Water Treatment Plant to Brenntag Southwest, Univar USA, Hawkins Inc., D&F Services, Evoqua Water Technologies, Pennco Inc., and Petra Chemical, more particularly described as attached, or take other necessary action. (Greg Riley)
17. Consider approval of awarding a purchase from a National Joint Powers Alliance (Cooperative Purchasing) for a submersible hydraulic water pump to Thompson Pump in the amount of \$45,356.00, or take other necessary action. (Greg Riley)
18. Consider approval of receiving donated funds for the month of April, 2018 in the amount of \$286.00 for the City's Animal Shelter Sponsorship Program as per the attached list, or take other necessary action. (Rex Eskridge)

Finance Committee**1.**

Meeting Date: 06/18/2018
Initiator: Tammy Tracy, City Clerk
Department: City Clerk
Staff Information Source:

Information**AGENDA ITEM TITLE:**

Consider approval of Finance Committee minutes of June 4, 2018.

BACKGROUND:**RECOMMENDED ACTION:**

Fiscal Impact**Attachments**

06-04-2018finmin

MINUTES
FINANCE COMMITTEE
June 4, 2018

The Finance Committee of the City of Muskogee, Oklahoma, met at 5:30 p.m. on Monday, June 4, 2018 in Council Chambers, Third Floor, Municipal Building, with the following in attendance:

Present: Mayor John R. Coburn; Deputy Mayor Janey Boydston; Committee Member Patrick Cale; Committee Member Jaime Stout; Committee Member Wayne Johnson; Committee Member Derrick Reed; Committee Member Ivory Vann

Absent: Committee Member Marlon Coleman; Committee Member Dan Hall

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

Present: Attorney; Tammy L. Tracy, City Clerk; Gary Garvin, City Planner; Greg Riley, Public Works Director; Kelly Plunkett, Human Resources Director; Rex Eskridge, Police Chief; Prag Mahajan, Civil Engineer

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

Motion was made by Deputy Mayor Janey Boydston, seconded by Committee Member Wayne Johnson to approve Finance Committee minutes of May 21, 2018.

AYE: Mayor John R. Coburn, Deputy Mayor Janey Boydston, Committee Member Jaime Stout, Committee Member Patrick Cale, Committee Member Wayne Johnson, Committee Member Derrick Reed, Committee Member Ivory Vann

Carried - Unanimously

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

Motion was made by Committee Member Wayne Johnson, seconded by Committee Member Patrick Cale to approve claims for all City departments May 16, 2018 through May 30, 2018.

AYE: Mayor John R. Coburn, Deputy Mayor Janey Boydston, Committee Member Jaime Stout, Committee Member Patrick Cale, Committee Member Wayne Johnson, Committee Member Derrick Reed, Committee Member Ivory Vann

Carried - Unanimously

3. Consider approval to renew an Interlocal Agreement with Hilddale 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)

Assistant City Manager Mike Stewart stated the City proposes to enter into an Interlocal agreement for FY2018-2019 with Hilddale Public Schools to provide School Resource

Officers. The agreement must be renewed annually. Last year, Hilddale reimbursed the city at approximately 59% of the payroll costs for the officers and in FY2018-2019, Hilddale will reimburse the City at 66% of the payroll costs. All parties are in agreement with the renewal of the same.

Motion was made by Committee Member Jaime Stout, seconded by Mayor John R. Coburn to approve to renew an Interlocal Agreement with Hilddale Public Schools to furnish Law Enforcement and School Resource Officer functions for the District campuses within the City.

AYE: Mayor John R. Coburn, Deputy Mayor Janey Boydston, Committee Member Jaime Stout, Committee Member Patrick Cale, Committee Member Wayne Johnson, Committee Member Derrick Reed, Committee Member Ivory Vann

Carried - Unanimously

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 FY 2019-2020, or take other necessary action. (Mike Stewart)

Assistant City Manager Mike Stewart stated the City of Muskogee provided funding of \$25,000.00 to Neighbors Building Neighborhoods (NBN), under an annual contract for FY 2017-2018. That contract includes a provision for submitting a summary of their accomplishments to the City Council. This report will be presented to highlight the activities and achievements of NBN. Typically, the City sets aside \$25,000.00 to fund a cooperative agreement with NBN to continue its activities. This amount is included in the budget for FY 2018-2019. City Council has already approved and Staff recommends approval of the renewed agreement.

Kym Lynch presented the report.

Motion was made by Committee Member Jaime Stout, seconded by Committee Member Patrick Cale to approve 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.

AYE: Mayor John R. Coburn, Deputy Mayor Janey Boydston, Committee Member Jaime Stout, Committee Member Patrick Cale, Committee Member Wayne Johnson, Committee Member Ivory Vann

Other: Committee Member Derrick Reed (ABSTAIN)

Carried

5. **(No action taken):** Receive a report from the Muskogee County Public Transit Authority as to the financial condition, progress, and achievement of providing public transportation, as well as consider approval to renew the Cooperative Agreement for FY 2019-2020, 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)

Assistant City Manager Mike Stewart stated 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 winning bid was for 20,800.00. The bid tabulation sheet is attached for reference. This bid is complete and meets the requirements of the City of Muskogee.

Motion was made by Committee Member Patrick Cale, seconded by Committee Member Wayne Johnson to approve 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.

AYE: Mayor John R. Coburn, Deputy Mayor Janey Boydston, Committee Member Jaime Stout, Committee Member Patrick Cale, Committee Member Wayne Johnson, Committee Member Derrick Reed, Committee Member Ivory Vann

Carried - Unanimously

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)

Assistant City Manager Mike Stewart explained 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 \$68.00 for contractor and journeyman, and \$42.00 for apprentice. Response time is one (1) to four (4) hours for emergency calls, and one (1) day or less for normal situations. He stated last year's contract was awarded to Hogle Plumbing.

Motion was made by Committee Member Wayne Johnson, seconded by Mayor John R. Coburn to approve low bid from Hogle Plumbing (Plumbing Contractor) for maintenance and upkeep of all City facilities and buildings.

AYE: Mayor John R. Coburn, Deputy Mayor Janey Boydston, Committee Member Jaime Stout, Committee Member Patrick Cale, Committee Member Wayne Johnson, Committee Member Derrick Reed, Committee Member Ivory Vann

Carried - Unanimously

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)

Assistant City Manager Mike Stewart explained 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 \$65.00 for contractor and journeyman, and \$35.00 for apprentice. Response time is one and one-half (1-1/2) hours for emergency calls, and same day normal situations. He stated last year's contract was awarded to B & R Electric.

Motion was made by Committee Member Wayne Johnson, seconded by Committee Member Jaime Stout to approve low bid from B & R Electric (Electrical Contractor) for maintenance and upkeep of all City facilities and buildings.

AYE: Mayor John R. Coburn, Deputy Mayor Janey Boydston, Committee Member Jaime Stout, Committee Member Patrick Cale, Committee Member Wayne Johnson, Committee Member Derrick Reed, Committee Member Ivory Vann

Carried - Unanimously

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)

Assistant City Manager Mike Stewart explained 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 \$68.00 for contractor and journeyman, and \$30.00 for apprentice. Response time is within six (6) hours for emergency calls, and eight (8) hours for normal situations. He stated last year's contract was awarded to Hix AC Services.

Motion was made by Committee Member Wayne Johnson, seconded by Deputy Mayor Janey Boydston to approve low bid from Hix AC Service (Mechanical Contractor) for maintenance and upkeep of all City facilities and buildings.

AYE: Mayor John R. Coburn, Deputy Mayor Janey Boydston, Committee Member Jaime Stout, Committee Member Patrick Cale, Committee Member Wayne Johnson, Committee Member Derrick Reed, Committee Member Ivory Vann

Carried - Unanimously

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)

Assistant City Manager Mike Stewart explained 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 \$80.00 for contractor, \$40.00 for journeyman, and \$20.00 for apprentice. Response time is within one (1) hour for emergency calls, and two (2) hours for normal situations.

Motion was made by Committee Member Patrick Cale, seconded by Committee Member Wayne Johnson to approve low bid from Johnson Service (Refrigeration Contractor) for maintenance and upkeep of all City facilities and buildings.

AYE: Mayor John R. Coburn, Deputy Mayor Janey Boydston, Committee Member Jaime Stout, Committee Member Patrick Cale, Committee Member Wayne Johnson, Committee Member Derrick Reed, Committee Member Ivory Vann

Carried - Unanimously

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)

City Manager Mike Miller stated 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 departments have submitted lists:

Assistant City Manager, City Attorney, City Hall, Civic Center, Library, Public Works/Environment Control, Parks & Recreation, Planning, Public Works Admin Office, Pollution Control, Public Works/Solid Waste, Public Works/Streets, Public Works/Water Plant, Police Dept, IT Department, Pollution Control

Motion was made by Committee Member Jaime Stout, seconded by Deputy Mayor Janey Boydston to approve 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.

AYE: Mayor John R. Coburn, Deputy Mayor Janey Boydston, Committee Member Jaime Stout, Committee Member Patrick Cale, Committee Member Wayne Johnson, Committee Member Derrick Reed, Committee Member Ivory Vann

Carried - Unanimously

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)

City Attorney Roy Tucker stated Alliance Benefit Group has been the Third Party Administrator (TPA) for the City's Workers Compensation Plan for over 17 years. This year, the Purchasing Department solicited competitive proposals. RFP's were sent to seven (7) different agencies; six (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.

Motion was made by Committee Member Patrick Cale, seconded by Committee Member Jaime Stout to approve 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.

AYE: Mayor John R. Coburn, Deputy Mayor Janey Boydston, Committee Member Jaime Stout, Committee Member Patrick Cale, Committee Member Wayne Johnson, Committee Member Derrick Reed, Committee Member Ivory Vann

Carried - Unanimously

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)

Assistant Planning Director Tish Callahan stated 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 (Vinita, 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 (2) consecutive weeks; twenty (20) 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.

Motion was made by Committee Member Jaime Stout, seconded by Committee Member Wayne Johnson to approve 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.

AYE: Mayor John R. Coburn, Deputy Mayor Janey Boydston, Committee Member Jaime Stout, Committee Member Patrick Cale, 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: 06/18/2018

Initiator: Donnie Wimbley, Purchasing Director

Department: Purchasing

Staff Information Source:

Information

AGENDA ITEM TITLE:

Consider approval of claims for all City departments May 31, 2018 through June 13, 2018.

BACKGROUND:

Claims List for all City Departments.

RECOMMENDED ACTION:

Approve of the claims for all City Department May 31, 2018 through June 13, 2018.

Fiscal Impact

Attachments

Claims List

CHECK NO	VENDOR NO	VENDOR NAME	CHECK DATE	CHECK AMOUNT
199394	3251	AAA FENCE LLC	6/1/2018	1,800.00
199395	3024	ABIGAIL WRIGHT	6/1/2018	12.00
199396	2	ACCURATE LABS & TRAINING CENTE	6/1/2018	2,304.34
199397	155	ACECO RENTAL AND SALES	6/1/2018	485.91
199398	2713	ACTION GROUP STAFFING	6/1/2018	4,131.82
199399	2461	ADVANCE AUTO PARTS 64771111001	6/1/2018	1,185.00
199400	5166	ANIMAL MEDICAL CENTER #15597	6/1/2018	2,192.00
199401	914	APAC CENTRAL INC	6/1/2018	920.89
199402	3761	ARKANSAS AQUATICS LLC	6/1/2018	915.79
199403	52	AUFFENBERG CHEVROLET CADILLAC	6/1/2018	313.71
199404	11	B & J OIL CO INC	6/1/2018	419.93
199405	871	BAYSINGER POLICE SUPPLY	6/1/2018	129.99
199406	342	THE BECKMAN COMPANY	6/1/2018	30.00
199407	3024	BENITA HOTEMA	6/1/2018	189.00
199408	2905	BETTY OUTHIER WILLIAMS LAW OFF	6/1/2018	527.50
199409	3024	BILLY COFFER	6/1/2018	536.61
199410	3075	BIO-AQUATIC TESTING	6/1/2018	850.00
199411	259	BRENNTAG SOUTHWEST INC	6/1/2018	15,469.20
199412	3238	BROKEN ARROW ELECTRIC	6/1/2018	25.10
199413	586	CAGLE'S FLOWERS & GIFTS	6/1/2018	113.90
199414	992	CARE AROUND THE CLOCK INC	6/1/2018	3,082.77
199415	3024	CHRIS CUMMINGS	6/1/2018	180.40
199416	5385	CHUPP IMPLEMENT COMPANY	6/1/2018	1,740.18
199417	4738	CITYWIDE PROPERTY MAINTENANCE	6/1/2018	2,208.91
199418	3626	CLARK EQUIPMENT	6/1/2018	360.00
199419	4804	CLIFFORD K. CATE, JR., INC	6/1/2018	3,060.00
199420	5013	COOK CONSULTING LLC	6/1/2018	7,450.00
199421	2292	CORE & MAIN LP	6/1/2018	1,839.20
199422	522	CORPORATE TO CASUAL SCREEN PRI	6/1/2018	403.30
199423	3154	CREATIVE APPAREL AND MORE INC	6/1/2018	272.88
199424	3024	DAKOTA JONES	6/1/2018	205.00
199425	4311	DAVID'S DISCOUNT TIRES INC	6/1/2018	2,053.16
199426	25	DEALERS ELECTRICAL SUPPLY	6/1/2018	140.93
199427	26	DELL MARKETING LP	6/1/2018	464.16
199428	5393	MARK DREADFULWATER	6/1/2018	70.00
199429	5034	DUBOIS CHEMICALS INC	6/1/2018	350.00
199430	3024	DUSTIN STAFFORD	6/1/2018	195.00
199431	170	EAST CENTRAL ELECTRIC	6/1/2018	789.00
199432	5416	TYLER EDGAR	6/1/2018	280.00
199433	5225	EDNA SUE LAWRENCE	6/1/2018	130.00
199434	5378	JAMES E. EVANS II	6/1/2018	120.00
199435	953	EXPRESS EMPLOYMENT PROFESSIONA	6/1/2018	4,990.35
199436	29	FASTENAL COMPANY	6/1/2018	1,910.53
199437	884	FERGUSON ENTERPRISES INC	6/1/2018	401.92

CHECK NO	VENDOR NO	VENDOR NAME	CHECK DATE	CHECK AMOUNT
199438	133	FIVE STAR OFFICE SUPPLY	6/1/2018	34.59
199439	3509	FLEETPRIDE INC	6/1/2018	35.14
199440	5322	KYLAR FOSHEE	6/1/2018	180.00
199441	34	GRAINGER	6/1/2018	189.64
199442	2764	GRISSOMS LLC	6/1/2018	1,018.80
199443	5260	GUARD TRONIC INC	6/1/2018	1,470.00
199444	4096	HARDIN MASONRY LLC	6/1/2018	250.00
199445	40	HARRISON TIRE & SUPPLY	6/1/2018	80.00
199446	5410	HUNTER HARRISON	6/1/2018	70.00
199447	554	HAYNES EQUIPMENT COMPANY	6/1/2018	51,141.00
199448	5377	TONY HENSON	6/1/2018	270.00
199449	181	HIX AIR CONDITIONING SERVICE	6/1/2018	254.00
199450	42	HOGLE COMPANY	6/1/2018	727.21
199451	1414	HOMELAND STORES INC	6/1/2018	106.52
199452	5384	IDEXX DISTRIBUTION, INC.	6/1/2018	7,165.51
199453	4902	IMPERIAL LLC	6/1/2018	44.90
199454	5415	INFINITY INVESTIGATIONS	6/1/2018	500.00
199455	3024	JEFF LESTER	6/1/2018	195.00
199456	3024	KAREN COKER	6/1/2018	12.00
199457	3024	KARISSA WALLIS	6/1/2018	62.00
199458	3070	LAFERRY'S PROPANE CO	6/1/2018	42.63
199459	53	LAKE REGION ELECTRIC COOPERATI	6/1/2018	230.00
199460	4855	KELSEY LAMB	6/1/2018	180.00
199461	5407	ZACHARY LEWIS	6/1/2018	180.00
199462	1133	THE LIFEGUARD STORE	6/1/2018	49.60
199463	5391	JOSHUA KEITH LINN	6/1/2018	140.00
199464	399	LOCKE SUPPLY CO	6/1/2018	50.72
199465	1154	LOVE BOTTLING CO - #107510	6/1/2018	68.31
199466	56	LOWES	6/1/2018	1,198.14
199467	3024	MARCIE GILLIAM	6/1/2018	316.62
199468	5409	DALTON BRICE MARTIN	6/1/2018	250.00
199469	4246	MARVIN'S MOWERS AND OUTDOOR LL	6/1/2018	1,644.81
199470	5379	RODNEY L. MATHEWS	6/1/2018	230.00
199471	4519	MID AMERICA METER, INC	6/1/2018	92.59
199472	194	MORGAN SERVICES COMPANY LLC	6/1/2018	100.00
199473	508	MUNICIPAL CODE CORPORATION	6/1/2018	4,522.00
199474	5195	MUSCOGEE STAFFING SOLUTIONS, L	6/1/2018	111.37
199475	195	MUSKOGEE COUNTY CLERK	6/1/2018	468.00
199476	62	MUSKOGEE COUNTY SHERIFFS DEPAR	6/1/2018	35,518.00
199477	63	MUSKOGEE DAILY PHOENIX	6/1/2018	250.00
199478	1696	MUSKOGEE READY MIX LLC	6/1/2018	3,106.50
199479	3652	NEWTON EQUIPMENT LLC	6/1/2018	142.80
199480	4754	NEWTON, BRYCE DBA	6/1/2018	595.00
199481	4732	NORTH TEXAS TOLLWAY AUTHORITY	6/1/2018	54.93
199482	712	OCT EQUIPMENT INC	6/1/2018	259.50

CHECK NO	VENDOR NO	VENDOR NAME	CHECK DATE	CHECK AMOUNT
199483	1944	OFFICE CONNECTIONS LLC	6/1/2018	225.96
199484	114	OFFICE DEPOT	6/1/2018	400.10
199485	2352	OG&E #127846305-2	6/1/2018	126.31
199486	67	OKLAHOMA NATURAL GAS	6/1/2018	2,412.60
199487	68	OKLAHOMA TURNPIKE AUTHORITY (O	6/1/2018	35.80
199488	2763	ONE SOURCE WATER LLC	6/1/2018	281.85
199489	70	OREILLY AUTO PARTS	6/1/2018	2,955.93
199490	2786	OZARK LASER & SHORING, INC.	6/1/2018	300.00
199491	73	PATE INDUSTRIAL SUPPLY INC	6/1/2018	57.84
199492	5399	NIKOLAUS PLEAS	6/1/2018	70.00
199493	3024	PRAG MAHAJAN	6/1/2018	12.00
199494	4795	PREMIER TRUCK GROUP	6/1/2018	387.92
199495	3024	ROBERT SWEPSTON	6/1/2018	546.72
199496	5246	ROBERTS TRUCK CENTER HOLDING C	6/1/2018	687.62
199497	3901	JAMES C ROLLAND	6/1/2018	1,375.00
199498	149	ROSSON WHEEL SERVICE	6/1/2018	150.00
199499	84	SADLER PAPER COMPANY	6/1/2018	255.41
199500	435	SAFETY-KLEEN SYSTEMS INC	6/1/2018	222.44
199501	125	SALLY MITCHELL	6/1/2018	30.00
199502	3024	SHELLY PATTERSON	6/1/2018	196.07
199503	2433	SIGNAL TEK, INC	6/1/2018	4,427.00
199504	5382	SLEEP INN SUITES OK119	6/1/2018	474.00
199505	5411	CAM'RON SUMMERS	6/1/2018	70.00
199506	93	SUPERIOR LINEN SERVICE INC	6/1/2018	45.04
199507	3024	TAYLOR ETCHISON	6/1/2018	195.00
199508	94	TECHNICAL PROGRAMMING SERVICES	6/1/2018	2,715.01
199509	5417	BRENT N. THOMPSON	6/1/2018	440.00
199510	5418	COLBY THOMPSON	6/1/2018	401.00
199511	3024	TISH CALLAHAN	6/1/2018	275.25
199512	4183	TONY'S TIRE SERVICE INC	6/1/2018	150.00
199513	1953	MICHAEL TRIMBLE	6/1/2018	140.00
199514	4235	TUBE PRO INC	6/1/2018	1,852.00
199515	4446	TULSA ASPHALT LLC	6/1/2018	7,234.47
199516	97	UNIFIRST HOLDINGS LP	6/1/2018	0.00
199517	97	UNIFIRST HOLDINGS LP	6/1/2018	1,218.52
199518	2325	UNITED FORD FLEET & COMMERCIAL	6/1/2018	12.22
199519	796	UTILITY SUPPLY CO	6/1/2018	9,236.70
199520	5398	TRISTEN VANDALEY	6/1/2018	230.00
199521	532	VULCAN INC	6/1/2018	9,141.90
199522	3024	WALKER CROW	6/1/2018	195.00
199523	215	WASTE MANAGEMENT OF OKLAHOMA I	6/1/2018	567.67
199524	329	WELDON PARTS - MUSKOGEE	6/1/2018	57.42
199525	1128	WHITTINGHILL DISPOSAL SERVICE	6/1/2018	4,306.50
199526	1128	WHITTINGHILL DISPOSAL SERVICE	6/1/2018	267.92
199527	3629	YELLOWHOUSE MACHINERY CO	6/1/2018	252.08

CHECK NO	VENDOR NO	VENDOR NAME	CHECK DATE	CHECK AMOUNT
199528	3450	ZEBEC OF NORTH AMERICA INC	6/1/2018	4,510.00
199529	5183	3SI SECURITY SYSTEMS, INC.	6/1/2018	216.00
199530	121	COLDWELL BANKER SELECT	6/1/2018	16.64
199531	121	DAILEY, REBEKAH K	6/1/2018	24.56
199532	121	GLOVER, PAUL	6/1/2018	0.00
199533	121	SMART, BILLY	6/1/2018	8.22
199534	121	WRIGHTSMAN, DON	6/1/2018	17.18
199535	121	ONTIVEROS, ALEJANDRO C	6/1/2018	20.02
199536	5290	JANEY C BOYDSTON	6/1/2018	75.00
199537	4390	BOB COBURN	6/1/2018	75.00
199538	4838	MARLON COLEMAN	6/1/2018	75.00
199539	4819	HALL, DAN	6/1/2018	75.00
199540	4984	WAYNE A JOHNSON	6/1/2018	75.00
199541	4801	DERRICK REED	6/1/2018	75.00
199542	5421	JAMIE LYNN STOUT	6/1/2018	75.00
199543	4789	IVORY L VANN	6/1/2018	75.00
199544	5400	TYLER ANDERSON	6/5/2018	64.00
199545	4468	BLUECROSS/BLUE SHIELD OF OK	6/5/2018	78,806.83
199546	5416	TYLER EDGAR	6/5/2018	90.00
199547	5378	JAMES E. EVANS II	6/5/2018	180.00
199548	5322	KYLAR FOSHEE	6/5/2018	180.00
199549	5396	TAYLOR GOODMAN	6/5/2018	81.00
199550	5410	HUNTER HARRISON	6/5/2018	70.00
199551	5377	TONY HENSON	6/5/2018	90.00
199552	4855	KELSEY LAMB	6/5/2018	90.00
199553	5407	ZACHARY LEWIS	6/5/2018	180.00
199554	5391	JOSHUA KEITH LINN	6/5/2018	160.00
199555	5409	DALTON BRICE MARTIN	6/5/2018	140.00
199556	5379	RODNEY L. MATHEWS	6/5/2018	140.00
199557	5411	CAM'RON SUMMERS	6/5/2018	70.00
199558	5417	BRENT N. THOMPSON	6/5/2018	140.00
199559	5418	COLBY THOMPSON	6/5/2018	128.00
199560	1953	MICHAEL TRIMBLE	6/5/2018	140.00
199561	1100	UNITED ENGINES LLC	6/5/2018	8,040.20
199562	5398	TRISTEN VANDALEY	6/5/2018	140.00
199563	121	WALDRON, JAMES E II	6/5/2018	782.88
199564	121	BAJEMA, PETER	6/6/2018	10.97
199565	121	BROWN, JOSEPH B	6/6/2018	34.77
199566	121	CHEATER, JONATHAN	6/6/2018	51.83
199567	121	CHERRY, SHERIKA M	6/6/2018	16.66
199568	121	CLARK, EARL D	6/6/2018	47.59
199569	121	COLLINS, MYRTLE L	6/6/2018	47.03
199570	121	CRAGG, SHEILA KAY	6/6/2018	27.89
199571	121	CUSTOM TOUCH	6/6/2018	11.28
199572	121	DAVIS, MARK	6/6/2018	41.94

CHECK NO	VENDOR NO	VENDOR NAME	CHECK DATE	CHECK AMOUNT
199573	121	DUNN, DAVIDENE	6/6/2018	37.39
199574	121	EVANS, CODY Z	6/6/2018	43.45
199575	121	GOTTFRIED, PIPER L	6/6/2018	5.78
199576	121	HAYES, RACHEL L	6/6/2018	21.23
199577	121	HOGNER, ASHLEY N	6/6/2018	15.32
199578	121	HOLMES, WILLIE	6/6/2018	54.61
199579	121	JOHNSON, JOHNNY W	6/6/2018	38.15
199580	121	LAWSON, JOHN THOMAS	6/6/2018	41.06
199581	121	LEEWORTHY, SHU-MEE	6/6/2018	62.37
199582	121	P&K PROPERTIES, LLC	6/6/2018	23.77
199583	121	PORTER, KAYLA R	6/6/2018	18.22
199584	121	RANDLEMAN, M CARMEN	6/6/2018	29.65
199585	121	READY MORTGAGE	6/6/2018	55.16
199586	121	TISHER, TOM	6/6/2018	3.71
199587	121	WEIDEL, LOUISE	6/6/2018	56.83
199588	121	BROWN, FAIRON N	6/8/2018	21.14
199589	121	EPPS, AUSTIN L	6/8/2018	19.29
199590	121	GLOVER, PAUL	6/8/2018	58.09
199591	121	TOLLETTE, J D	6/8/2018	20.11
199592	5424	SMOLEN, SMOLEN & ROYTMAN, PLLC	6/8/2018	700,000.00
199593	3442	CITY OF MUSKOGEE FOUNDATION	6/8/2018	1,000,000.00

Finance Committee

3.

Meeting Date: 06/18/2018

Initiator: Gary Garvin, Planning Director

Department: Planning

Staff Information Source: Gary D. Garvin, Director of Planning & Economic Development

Information

AGENDA ITEM TITLE:

Receive report from Staff and the Department of Human Services (DHS) on zoning regulations and licensing for day care facilities and provide direction to Staff, or take other necessary action. (Gary D. Garvin)

BACKGROUND:

On November 13, 2017, the City Council directed staff to prepare a report reviewing zoning regulations from other cities, comparable in size to Muskogee, that classify and regulate Day Care Homes and Centers. The report was distributed to City Council on January 14, 2018. Staff stated that allowing commercial uses within an established residential area would violate the intent and purpose of the zoning regulations. Most residential lots do not have sufficient space to provide the required parking for commercial uses. Child care centers not only need parking spaces, but a safe drop-off and pick-up area, other than a city street. The report stated that increasing the number of children allowed in a day care home from seven (7) to twelve (12) would create traffic, parking and safety issues within a residential neighborhood. Additionally, a commercial use within a residential neighborhood can negatively impact the value of dwellings within that neighborhood. For those reasons, Staff recommended no changes be made to the ordinances for day care homes.

At the request of Councilor Ivory Vann, the report was discussed further at the June 7, 2018 Public Works Committee which resulted in City Council requesting additional research relating to home day cares. Staff was directed to invite a representative from DHS to speak and answer questions on state licensing requirements for day care facilities. It was also requested that Staff provide the following information:

- A map displaying the locations of all licensed home day cares within the City limits, and
- Any traffic information available, and
- Zoning regulations and requirements for day care homes from surrounding communities including Ft. Gibson, Wagoner and Tahlequah, and
- Any information provided by committee speakers Ms. Logan and Ms. Thomas.

Jennifer Mallory with the Department of Human Services has agreed to attend the Public Works meeting on June 18, 2018 to discuss the licensing requirements for day cares within the State of Oklahoma. Staff has prepared a map displaying the locations of all licensed day care homes and centers within the City limits. There are 21 day care homes (7 or fewer children) and 17 day care centers (8 or more children) for a total of 38 day care facilities within the City limits. All of the day care centers are zoned commercial, obtained a special exception within the multi-family zone under previous regulations, or located within a church. Due to the size of the map, it is available for review within Dropbox or a printed copy can be provided upon request. The only traffic information obtained from other cities is that some limit the number of vehicles per hour to day care homes that are not zoned commercially. The additional information requested from surrounding cities and towns is attached

along with any information provided to Staff from the committee speakers.

As previously stated, Staff recommends not increasing the number of children allowed in a day care home located within a residential neighborhood. However, if City Council wishes to proceed with amending the regulations, I would recommend creating a Large Day Care Home classification (up to 12 children) that would require a special exception through the Board of Adjustments and comply with the home occupation requirements. Additionally, the structure would be required to comply with the International Building Codes adopted by the State of Oklahoma and the City of Muskogee.

RECOMMENDED ACTION:

Staff recommendation is to receive the report and take no additional action on this item.

Fiscal Impact

Attachments

Daycare Comparison Report

Day Care Map - Larger Map available in Dropbox

Logan - Cherokee County Day Care Facilities List

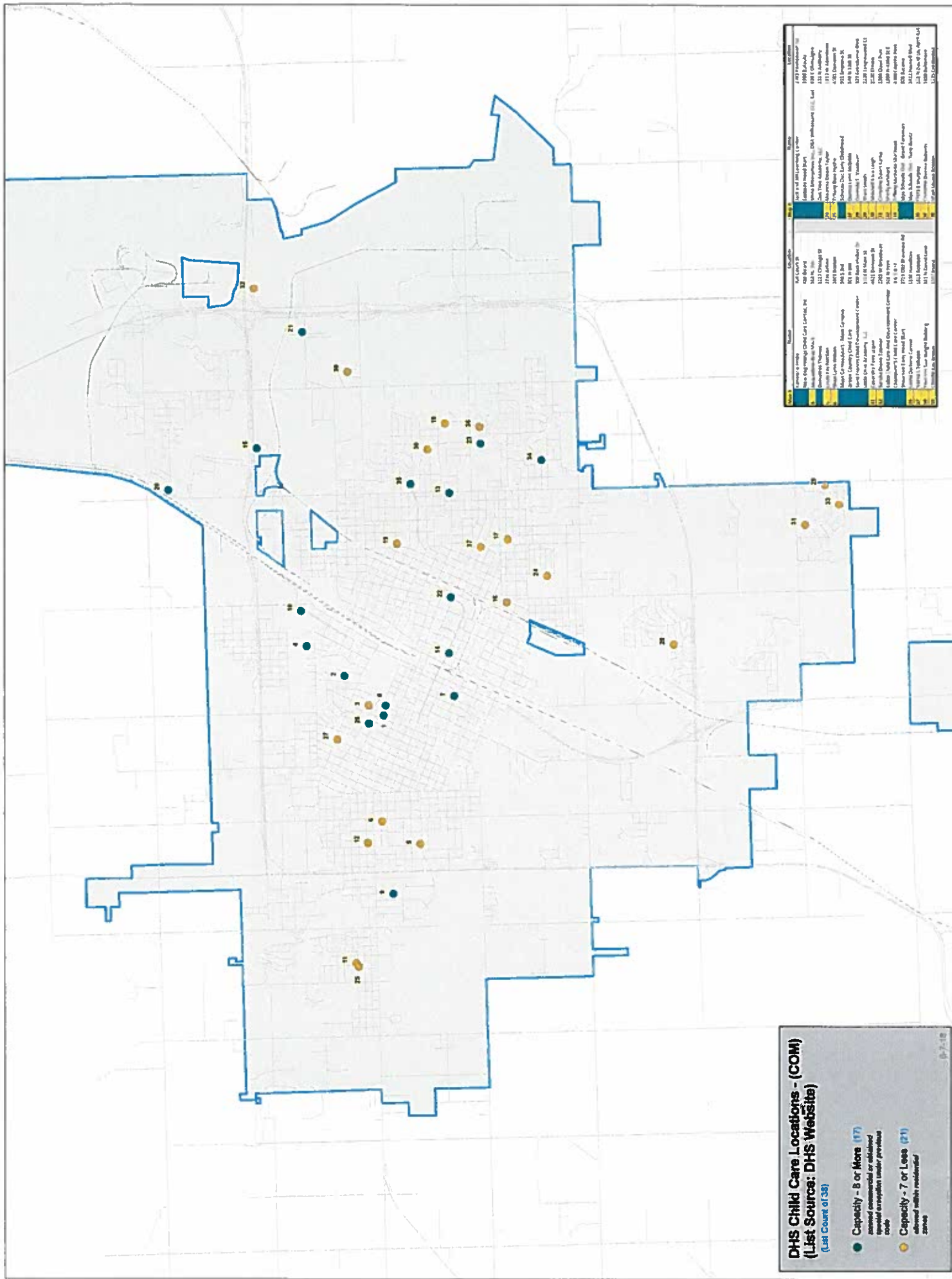
Logan - Wagoner Home Occupation

7429_Day Care Comparison Report

CITY; POPULATION	DAY CARE HOME (1-7) ALLOWED IN R-1 SINGLE- FAMILY	ADDITIONAL REQUIREMENTS	LARGE DAY CARE HOME (8-12) ALLOWED IN R-1 SINGLE-FAMILY	ADDITIONAL REQUIREMENTS
Bartlesville; 36,647	YES	MUST COMPLY WITH MINOR HOME OCCUPATION REGULATIONS - AVERAGE OF 1 VEHICLE PER HOUR BETWEEN 7 A.M. AND 7 P.M.	NO	REQUIRES COMMERCIAL ZONING OR SPECIAL EXCEPTION (USE) PERMIT AND MUST COMPLY WITH MAJOR HOME OCCUPATION REGULATIONS WITHIN RESIDENTIAL ZONE
Broken Arrow; 107,403	YES	MUST COMPLY WITH HOME OCCUPATION REGULATIONS - ALL EMPLOYEES MUST RESIDE IN THE HOME	NO	REQUIRES A COMMERCIAL OR REQUIRES OR SPECIAL EXCEPTION (USE) PERMIT AND ALL EMPLOYEES MUST RESIDE IN THE HOME WITHIN RESIDENTIAL ZONE
Checotah; 3,225	YES	NO ZONING REGULATIONS	YES	NO ZONING REGULATIONS
Coweta; 9,673	NO	UP TO 5 CHILDREN IS ALLOWED AS AN ACCESORY USE - SPECIAL USE PERMIT REQUIRED FOR MORE THAN 5	NO	REQUIRES A COMMERCIAL ZONE OR SPECIAL EXCEPTION (USE) PERMIT WITHIN RESIDENTIAL ZONE
Ft. Gibson; 4,154	YES	ALL EMPLOYEES MUST RESIDE IN THE HOME - MAXIMUM OF 7 - 300' SPACING REQUIREMENT -	NO	REQUIRES SPECIAL EXCEPTION (USE) PERMIT
Lawton; 96,867	YES	ALL EMPLOYEES MUST RESIDE IN THE HOME	NO	REQUIRES A COMMERCIAL ZONE OR SPECIAL EXCEPTION (USE) PERMIT WITHIN MULTI- FAMILY RESIDENTIAL ZONE - NOT ALLOWED WITHIN SINGLE-FAMILY RESIDENTIAL ZONE
Moore; 61,415	YES	ALL EMPLOYEES MUST RESIDE IN THE HOME	NO	REQUIRES COMMERCIAL ZONE
Muskogee; 38,352	YES	NONE	NO	REQUIRES COMMERCIAL ZONE
Owasso; 35,784	NO	SPECIAL USE PERMIT REQUIRED - ONLY 4 CHILDREN ALLOWED IN SINGLE-FAMILY ZONE WITHOUT SPECIAL USE PERMIT	NO	SPECIAL EXCEPTION (USE) PERMIT REQUIRED FOR COMMERCIAL AND RESIDENTIAL ZONES
Shawnee; 31,465	YES	NONE	NO	SPECIAL EXCEPTION (USE) PERMIT REQUIRED FOR COMMERCIAL AND RESIDENTIAL ZONES - ONLY ALLOWED BETWEEN 6 A.M. AND 9 P.M., SPACING REQUIREMENT AND MUST COMPLY WITH BUILDING CODES

7429_Day Care Comparison Report

CITY; POPULATION	DAY CARE HOME (1-7) ALLOWED IN R-1 SINGLE- FAMILY	ADDITIONAL REQUIREMENTS	LARGE DAY CARE HOME (8-12) ALLOWED IN R-1 SINGLE-FAMILY	ADDITIONAL REQUIREMENTS
Stillwater; 49,504	NO	REQUIRES SPECIAL EXCEPTION (USE) PERMIT - 300' SPACING REQUIRMENT	NO	REQUIRES A COMMERCIAL ZONE FOR 11 OR MORE OR A SPECIAL EXCEPTION (USE) PERMIT WITHIN RESIDENTIAL (NOT TO EXCEED 10 CHILDREN) AND ONLY BETWEEN 6 A.M. AND 9 P.M., MUST COMPLY WITH SPACING REQUIREMENTS AND MUST COMPLY WITH BUILDING CODES
Tahlequah; 16,741	YES	MUST COMPLY WITH HOME OCCUPATION REGULATIONS	NO	REQUIRES COMMERCIAL ZONE
Wagoner; 8,846	YES	NO REGULATIONS FOR DAY CARES ONLY HOME OCCUPATION - ALL EMPLOYEES MUST RESIDE IN THE HOME	YES	NO REGULATIONS FOR DAY CARES ONLY HOME OCCUPATION - ALL EMPLOYEES MUST RESIDE IN THE HOME



Location	Address	Capacity	Notes
1	1000 E. 1st St.	8	Commercial
2	1000 E. 1st St.	8	Commercial
3	1000 E. 1st St.	8	Commercial
4	1000 E. 1st St.	8	Commercial
5	1000 E. 1st St.	8	Commercial
6	1000 E. 1st St.	8	Commercial
7	1000 E. 1st St.	8	Commercial
8	1000 E. 1st St.	8	Commercial
9	1000 E. 1st St.	8	Commercial
10	1000 E. 1st St.	8	Commercial
11	1000 E. 1st St.	8	Commercial
12	1000 E. 1st St.	8	Commercial
13	1000 E. 1st St.	8	Commercial
14	1000 E. 1st St.	8	Commercial
15	1000 E. 1st St.	8	Commercial
16	1000 E. 1st St.	8	Commercial
17	1000 E. 1st St.	8	Commercial
18	1000 E. 1st St.	8	Commercial
19	1000 E. 1st St.	8	Commercial
20	1000 E. 1st St.	8	Commercial
21	1000 E. 1st St.	8	Commercial
22	1000 E. 1st St.	8	Commercial
23	1000 E. 1st St.	8	Commercial
24	1000 E. 1st St.	8	Commercial
25	1000 E. 1st St.	8	Commercial
26	1000 E. 1st St.	8	Commercial
27	1000 E. 1st St.	8	Commercial
28	1000 E. 1st St.	8	Commercial
29	1000 E. 1st St.	8	Commercial
30	1000 E. 1st St.	8	Commercial
31	1000 E. 1st St.	8	Commercial
32	1000 E. 1st St.	8	Commercial
33	1000 E. 1st St.	8	Commercial



Oklahoma Department of Human Services
Sequoyah Memorial Office Building, 2400 N. Lincoln Blvd. • Oklahoma City, OK 73105
(405) 521-3646 • Fax (405) 521-6684 • Internet: www.okdhs.org

Oklahoma Child Care Locator

Selection Criteria: County=Cherokee; Star Level=All; 0-11 months; 12-23 months; 2 yr old; 3 yr old; 4 yr old; 5 yr old; 6+ yr old; Homes Only; Facilities are sorted first by Star Level, then by town, then by zip code, then by Facility Name.
Click the facility number or name for more information and non-compliance issues.

Number	Subsidy Contract	Star Level	Star Effective Date	Facility Name	Facility Type	Address	City	Zip	Phone	Capacity
K820047912	58523	★★	8/1/2008	SISSOM, VICTORIA CHILD CARE HOME	Home	117 PLAINVIEW DR	HULBERT	74441	(918) 772-6345	12
K820051956	59382	★★	8/1/2014	PERCHWAY, KATHY CHILD CARE HOME	Home	21803 E. CARTER'S LANDING RD	PARK HILL	74451	(918) 931-7299	12
K820054101	59649	★★	10/25/2017	SHEPHERD, CAROL CHILD CARE HOME	Home	1646 E LAWRENCE RD	TAHLEQUAH	74464	(918) 456-5627	12
K820018753	17022	★★	6/1/2003	SOWERS, MARTA CHILD CARE HOME	Home	1102 W. BEAN	TAHLEQUAH	74464	(918) 456-9470	7
K820036252	52541	★★	1/1/2002	BOLIN, JEANA CHILD CARE HOME	Home	1015 W KEETOOWAH ST	TAHLEQUAH	74464	(918) 456-5277	12
K820044226	57180	★★	9/1/2007	OSBURN, VANESA CHILD CARE HOME	Home	2214 WHITE AVE	TAHLEQUAH	74464	(918) 456-6579	12
K820018808		★	3/15/2006	DALLIS, TERESA CHILD CARE HOME	Home	24849 S 366 RD	FT. GIBSON	74434	(918) 348-5732	7
K820054186		★	1/10/2018	GREENHAW, SUSAN CHILD CARE HOME	Home	22339 HWY 82	PARK HILL	74451	(918) 708-5636	7
K820008717		★	11/8/2004	WALKER, MARIE CHILD CARE HOME	Home	21962 S. 523 RD	PARK HILL	74451	(918) 431-0363	7
K820053828		★	5/25/2017	LOWE, BRIANA CHILD CARE HOME	Home	110 WEST AVE	TAHLEQUAH	74464	(918) 457-0974	7
K820030075		★	10/21/2013	PENNINGTON,	Home	406	TAHLEQUAH	74464	(918)	12

TINA RENAY
CHILD CARE
HOME
BRACKETT,
JEANETTA
CHILD CARE
HOME

JAMESTOWN
ST.

931-
8083

K820045096



2/1/2016

Home

14276 W 830
RD

TAHLEQUAH 74464

(918)
931-
9403

12

Page 1 of 1

• **Facilities with an OKDHS Subsidy Contract are indicated by a • preceding the NUMBER.**

Printing problems? The browser File menu contains Page Setup options for printing. To ensure that all information prints, please change the left/right margins to "narrow" and print in "landscape" mode.



Go back to the form to enter another search.

The case files of child care centers and family child care homes are open to the public. Appointments may be made to view these files in the county OKDHS Licensing Services office. A Child Care Licensing Specialist will be available to discuss the file with you and answer any questions you may have about the contents of a file. To locate the telephone number and address of the [Child Care Licensing Specialist](#) for your county, please use the Licensing information page. For more information about Child Care Licensing, review the [Child Care Locator Fact Sheet](#).

Contact us by e-mail - Oklahoma Child Care Services

Last Updated: 12/07/2017



**Wagoner Metro Area Planning Commission
Wagoner County, Oklahoma**

231 Church Street Wagoner, Oklahoma, 74467 Office: (918)485-8123 Fax: (918)485-8194
Email: planning@wagonercountv.ok.gov

May 8, 2018

To whom it may concern,

Wagoner County requires any home occupation to go through a Board of Adjustment application to legally operate from the residence. It is not required to do a re-zoning on the property if the daycare is operating inside of the living quarters.

Wagoner County does not have a limit on the number of children allowed in a home occupation daycare.

If you have any questions or concerns regarding this letter please contact our office at the above telephone number or email address.

**Thank you,
Wagoner Planning and Zoning**

including turnaround, shall comply with the adopted Subdivision Regulations.

Compliance with Other Zoning Requirements: Except as modified in this Section, such dwelling group shall conform to all the requirements of the zoning regulations for the district in which it is to be located.

Section 3.6 Home Occupations

3.6.1 General Provisions

In any dwelling unit in a district where home occupations are permitted, all home occupations, collectively in the unincorporated area, shall not occupy more than forty percent of the gross floor area of one floor of said dwelling unit, and not more than six hundred square feet of the gross floor area, whichever is greater and in the City of Wagoner, shall not occupy more than thirty percent of the gross floor area of one floor nor more than three hundred feet of the gross floor area, whichever is greater, but these limitations shall not apply to foster family care, or the providing of room or board as an accessory use, provided, further, that no exterior alterations of the structure are made which are of a nonresidential nature, that no advertising or display shall be permitted, except for a two square foot sign as authorized in Section 3.13, that no person is employed other than a member of the immediate family residing on the premises, and that no mechanical equipment is used which creates a disturbance such as noise, dust, odor, or electrical disturbance. Except for the permitted accessory identification sign, no evidence of any home occupation shall be perceptible to an observer in the street or on any other property. A minimum of two off-street parking spaces must be provided in addition to those required for family vehicles.

3.6.2 Home Beauty Shops

A home beauty shop shall be a permitted home occupation only if it is located in the main dwelling, is operated only by inhabitants of such dwelling, has only one operator on duty at any time, and has at least two off-street parking spaces meeting the requirements of Section 3.10 in addition to the spaces required for the residential use of the dwelling.

Section 3.7 Mobile Home Parks

Mobile home parks may be established provided that each park complies with the following conditions.

3.7.1 Bulk and Area Requirements

Mobile Home Park Tract: Each mobile home park tract shall meet the following minimum requirements:

Area	5 acres
Area per mobile home space	4,000 square feet
Width at principal entrance area	50 feet
Width elsewhere	100 feet

Finance Committee**4.**

Meeting Date: 06/18/2018

Submitted For: Gary Garvin, Planning

Initiator: Tish Callahan,
Planning Asst.

Department: Planning

Staff Information Source:

Information**AGENDA ITEM TITLE:**

Consider approval of the Community Development Block Grant 2018 Application Documents; Citizen Participation Plan, Applicant Resolution, and Leverage Resolution (Resolution No. 2732) committing up to \$103,887.00 as leverage, all relating to the Oklahoma Department of Commerce Small Cities Set Aside Grant Fund Program, or take other necessary action. (Gary D. Garvin)

BACKGROUND:

The City of Muskogee is making application to the Oklahoma Department of Commerce (ODOC) Community Development Block Grant Small Cities Set Aside funding assistance program for grant year 2018. A public hearing, an application requirement, will be held on Monday, June 25, 2018 during the Muskogee City Council Meeting regarding the City's application. Following the public hearing, the required application documents will be submitted for approval. The documents are: the Citizen Participation Plan, Applicant Resolution and Leverage Resolution.

RECOMMENDED ACTION:

Approve the application documents; Citizen Participation Plan, Applicant Resolution, and Leverage Resolution committing up to \$103,887 as leverage, relating to the Oklahoma Department of Commerce Small Cities Set Aside 2018 Grant Fund Program.

Fiscal Impact**FUNDING SOURCE:**

CDBG Grant Funds	\$103,887
CDBG City Match	\$103,887
Total Project funds available	\$207,774

Attachments

Citizen's Participation Plan 2018
Applicant Resolution 2018
Leverage Resolution
Public Hearing Notice 2018

***Community Development Block Grant (CDBG)
2018 STATE SMALL CITIES PROGRAM
CITIZEN PARTICIPATION PLAN***

2018 CITIZEN PARTICIPATION PLAN

City of Muskogee intends to implement a Citizen Participation Program for its 2018 application process to accomplish the following objectives:

- A. Provide for and encourage citizen participation, particularly by low and moderate income persons who reside in areas where Community Development Block Grant (CDBG) funds are proposed to be used. This will be accomplished by:
 - 1. Providing frequent and timely public notice of CDBG program activities in the local newspaper and by posting at City/County Office.
 - 2. Adopting a comprehensive CDBG Statement of Needs.
 - 3. Conducting a Special Public Hearing to inform citizens of the proposed 2018 CDBG project and authorizing the Mayor to sign a CDBG application in a formal Council/Board of Commissioners meeting.
- B. Ensure that citizens will be given reasonable and timely access to local meetings, information, and records relating to proposed and actual use of funds, including, but not be limited to:
 - 1. The amount of CDBG funds to be made available for the current fiscal year, if the proposed project is approved.
 - 2. The range of activities that may be undertaken with those funds.
 - 3. The estimated amount of those funds proposed to be used for activities that will benefit low and moderate income persons.
 - 4. The proposed CDBG activities likely to result in displacement and any anti-displacement and relocation plans developed by the City of Muskogee in accordance with Section 104(d)(1) and (2) of the Act.
 - 5. The basis on which the City of Muskogee may provide technical assistance to groups representative of persons of low and moderate income that may request assistance in developing proposals. The level and type of assistance to be provided is at the discretion of the City of Muskogee and does not necessarily include providing funding to such groups.

***Community Development Block Grant (CDBG)
2018 STATE SMALL CITIES PROGRAM
CITIZEN PARTICIPATION PLAN***

6. This requirement will be accomplished by discussing the CDBG proposal during regular Council/Board of Commissioners meetings and in one formal public hearing prior to the submittal of the City of Muskogee 2018 CDBG application. During the hearing the five (5) items listed above will be explained to the public. Records of the 2018 CDBG process will be maintained in the City of Muskogee by the City Clerk and will be available upon request for review by the public. A brief summary of the proposed 2018 CDBG project will be available for public review after the Council/Board of Commissioners has made its final selection.
- C. Provide for a minimum of two (2) public hearings; one (1) prior to submission of the application for funding of the project for the purpose of obtaining citizen views and formulating or responding to proposals and questions, and the other end of the grant period if the City of Muskogee receives funding, that discusses the City of Muskogee's accomplishments in relation to initial plans. The application stage hearing will include discussion of CDBG needs, and the development of activities being proposed for CDBG funding. There will be reasonable notice of all hearings, which will be scheduled for times and locations convenient to the potential and actual beneficiaries and which will accommodate the handicapped. Regularly scheduled Council/Board of Commissioners meetings will not be used for this purpose.
1. This requirement will be met through scheduling a Special Public Hearing to discuss the City of Muskogee 2018 CDBG proposal. At this hearing, the proposed project will be reviewed for the public and further citizen input will be solicited. Notice will be given seven (7) to ten (10) days in advance of this hearing in the Muskogee Phoenix and by posting at the City Office. The hearing will be held in the early evening so those citizens who work may attend. A second hearing will be held at the end of the grant period if the City of Muskogee is funded in the 2018 CDBG process.
- D. Meet the needs of non-English speaking residents in those instances where a significant number of non-English speaking residents can reasonably be expected to participate in the 2018 CDBG process. For example: the City of Muskogee does not currently have a significant population of non-English speaking citizens. However, every effort will be made to accommodate the needs of any non-English speaking citizens who wish to participate.
- E. Provide citizens with reasonable advance notice of, and opportunity to comment on, proposed activities not previously described in the City of Muskogee funding request and on activities which are proposed to be deleted or substantially changed in terms of purpose, scope, location or beneficiaries.

***Community Development Block Grant (CDBG)
2018 STATE SMALL CITIES PROGRAM
CITIZEN PARTICIPATION PLAN***

The proposed seven (7) to ten (10) day notice for all public meetings and hearings in connection with the City of Muskogee 2018 CDBG application process is believed by the City of Muskogee to afford citizens with reasonable advance notice. In addition, if any change is proposed to the purpose, scope, location, or beneficiaries of the proposed project or if the CDBG project budget changes by more than 25%, the public will be notified and afforded an opportunity for additional input.

- F. Provide the place, telephone number, and times when citizens are able to submit written complaints or grievances and the process the City of Muskogee will use to provide a timely, written response to such complaints or grievances. For example: Citizens with comments or grievances on the 2018 CDBG process may submit them in writing or in person at the City Clerk's Office during regular business hours or may call 918-682-6602. The City of Muskogee will respond to such comments or grievances within fifteen (15) working days, where practicable.

By formally adopting this Citizen Participation Plan, the Muskogee City Council accepts the responsibility for implementing its provisions. The Muskogee City Council further charges all employees and contractors with the responsibility of implementing this plan and living up to the spirit of the citizen participation requirements of the 2018 CDBG program.

Adopted this 25th day of June, 2018 by the City Council of Muskogee.

John R. Coburn, Mayor - Chief Elected Official

ATTEST:

Tammy L. Tracy, City Clerk

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
2018 SMALL CITIES PROGRAM**

RESOLUTION

WHEREAS, Title I of the Housing and Community Development Act of 1974, Public Law 93-383, as amended, authorized by the Secretary of Housing and Urban Development, as representative of the United States of America, to grant to the State of Oklahoma funds and administrative responsibility for the "Small Cities Community Development Block Grant" program; and

WHEREAS, the Oklahoma Department of Commerce, pursuant to designation by the Governor as the administering agency of the Community Development Block Grant Program for Small Cities in Oklahoma, is directed to further the purposes of community development in the State, and is authorized and empowered to accept funds from the Federal Government or its agencies and to enter into such contracts and agreements as are necessary to carry out the functions of the Department; and

WHEREAS, the City of Muskogee is a local unit of general purpose government that will provide opportunity for input by residents in determining and prioritizing community development needs through its written Citizen Participation Plan; and

NOW THEREFORE, BE IT RESOLVED by the Muskogee City Council that City of Muskogee desires to obtain assistance in community development and hereby requests the Oklahoma Department of Commerce to provide assistance under the policies, regulations, and procedures applicable to local communities in Oklahoma.

NOW THEREFORE, BE IT RESOLVED by the Muskogee City Council that City of Muskogee affirms its commitment to take all action within its power to facilitate the receipt of the assistance of community development funds if the City of Muskogee is awarded a Community Development Block Grant, and upon receipt to administer said grant by the rules and regulations established by the United States of America, the State of Oklahoma, and all empowered agencies thereof.

ADOPTED this 25th day of June, 2018, at a regularly scheduled meeting of the governing body, in compliance with the Open Meeting Act, 25 O.S. §§ 301-314 (2001).

John R. Coburn, Mayor Date _____

Signature of Chief Elected Official

(S E A L)

Attest:

Subscribed and sworn to before me _____, 2018

My commission expires _____, 20____. Commission No. _____

Tammy L. Tracy, City Clerk

RESOLUTION NO. 2732

**A RESOLUTION RELATING TO A COMMUNITY DEVELOPMENT
BLOCK GRANT FOR THE CITY OF MUSKOGEE, OKLAHOMA
COMMITTING UP TO \$103,887 AS LEVERAGE FROM THE CITY OF
MUSKOGEE**

WHEREAS, the City of Muskogee has entered into an agreement with the Oklahoma Department of Commerce to participate in the Small Cities Set-Aside program and has been awarded funds with a 1:1 ratio match to be used for demolition of structures within the city limits of Muskogee, Oklahoma, and

WHEREAS, as a condition to the funding of the Community Development Block Grant, the Oklahoma Department of Commerce has required adoption of a resolution by the City Council of the City of Muskogee, Oklahoma, to commit funds in the amount of \$103,887 to the project,

NOW THEREFORE, Be it resolved by the City Council of the City of Muskogee, Oklahoma that,

The City of Muskogee, through the general operating budget, agrees to commit up to \$103,887 toward the demolition of structures within the city limits of Muskogee, Oklahoma.

ADOPTED this **25th day of June, 2018**

City of Muskogee, Oklahoma

John R. Coburn, Mayor

ATTEST:

Tammy L. Tracy, City Clerk

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

(Seal)

Roy D. Tucker, City Attorney

APPROVED BY CITY COUNCIL ON: June 25, 2018

TO BE PUBLISHED AS A LEGAL NOTICE IN THE MUSKOGEE DAILY
PHOENIX ON June 15, 2018

**PUBLIC HEARING
CDBG FY 2018**

The City of Muskogee is considering applying to the Oklahoma Department of Commerce (ODOC) Community Development Block Grant Community Development funding assistance. The State of Oklahoma has funds available to units of local government to undertake viable community development activities that primarily benefit persons defined as low and moderate income.

Community development has been identified as a City priority need and a tentative decision has been made to renew funding from the ODOC for \$103,887 in Fiscal Year 2018.

The purpose of this public hearing is to enable comments on the specific project activities that are proposed and to provide a clear explanation of the probable impact on the City and residents, should the project be funded.

More specific details regarding eligible activities and program requirements will be provided at the public hearing on **Monday, June 25, 2018 at 5:30 p.m. during the Muskogee City Council meeting to be held at Muskogee City Hall, 229 West Okmulgee, Council Chambers, 3rd Floor.**

Any questions prior to the public hearing can be directed to the City of Muskogee Planning Department (918) 684-6232.

Finance Committee**5.****Meeting Date:** 06/18/2018**Submitted For:** Roy Tucker, City Attorney**Initiator:** Leslie Arnold,
Attorney Secretary**Department:** City Attorney**Staff Information Source:** City Attorney

Information**AGENDA ITEM TITLE:**

Consider approval of the renewal of a Professional Service Agreement beginning July 1, 2018 ending June 30, 2019, with Michael Gilliard, Attorney at Law, to provide representation for the City of Muskogee in Workers' Compensation Court, or take other necessary action. (Roy D. Tucker)

BACKGROUND:

Mr. Gilliard has represented the City of Muskogee for several years on cases filed by employees before the Oklahoma Workers' Compensation Court. Normally these cases are heard in Tulsa, however on occasion the cases are heard in Oklahoma City. His representation also includes appeals of adverse judgments on a case by case determination if the City considers the case to have been decided adverse to medical evidence or the law. The costs as of 5-31-18 is \$18,604.67.

RECOMMENDED ACTION:

Approve the professional services agreement for the fiscal year July 1, 2018 through June 30, 2019, with Mr. Michael Gilliard to provide representation on workers' compensation cases.

Fiscal Impact**Attachments**Agreement

RETAINER AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into this 1st day of July, 2018, between the CITY OF MUSKOGEE, hereinafter referred to as "City" and The Blanchard Law Firm, hereinafter referred to as "Firm" and supersedes any previous agreement between the parties.

WHEREAS, it is in the best interest of the City that Mr. Michael D. Gilliard a member of the Firm be retained to represent the City in defense of workers' compensation claims filed against the City; and

WHEREAS, the Firm has agreed to provide legal counsel to represent the City in defense of workers' compensation claims filed against the City; and the Firm desires to enter into a retainer agreement.

Now, therefore, in consideration of the mutual covenants and agreements set forth herein, it is mutually agree between the parties as follows:

ARTICLE I, COMMENCEMENT AND TERMINATION

1.01 This agreement shall become effective July 1, 2018, and shall expire June 30, 2019.

1.02 The agreement may be terminated by the mutual consent of the parties, or by either party, with or without cause, by one party giving the other party at least sixty (60) days notices in advance of the date of termination.

1.03 The Firm shall continue to represent the City on claims assigned to the Firm prior to the expiration or termination date of this agreement. Compensation for the continuing legal services will be t the rates specified in Article III.

ARTICLE II, LEGAL SERVICES

2.01 Firm agrees to provide the following legal services;

A. Defending and workers' compensation claims contested by the City or for which permanent disability or disfigurement compensation is sought, suits, or other proceedings brought under the Workers Compensation Act against the City; appearing before the Workers Compensation Court, Court en Banc, and the appellate courts of the State of Oklahoma;

B. Preparation of all necessary pleadings and forms for submission to the Workers' Compensation Court, Court En Banc and state appellate courts.

C. Preparation for defense of workers; compensation claims; including investigations and depositions, and such other preparation felt necessary in the professional judgment of the Firm, and arranging for documentary and testamentary evidence in cooperation with the City's Workers' Compensation Administrator (Administrator) and the City of Muskogee Safety and Risk Officer. With the exception that the claimant will be routinely deposed for claims contested by the City, Firm shall consult with the City Attorney prior to taking other depositions;

D. Preparation of trial and appellate briefs, and presenting oral arguments before appellate courts as required;

E. Negotiating or otherwise effecting the settlement of workers' compensation claims or suits. Firm's authority to settle is subject to the approval of the City Attorney;

F. Firm shall use their professional judgment and discretion on behalf of the City's best interest regarding the use of such legal services, and shall confer and cooperate with the Administrator on matters relating to pending claims;

G. Firm agrees to assist the City Attorney and the City of Muskogee in developing new methods to further reduce the City's obligations and exposure to workers' compensation claims, including legal fees;

H. Firm agrees to submit clear and accurate statements to the Administrator on a timely basis for all services rendered pursuant to this agreement.

2.02 Firm agrees to cooperate in the following manner with the City of Muskogee and the Administrator or its successor, if any:

A. Assisting the Administrator in the preparation of all documents for the payments of compromise settlements and orders;

B. Assisting the Administrator in the preparation of reports to the City regarding workers' compensation claims;

C. Assisting the Administrator and the City Attorney's office in the processing of all documents required by the City for authorization of judgments and the payments thereof;

D. Assisting the Administrator in conducting and directing investigations deemed necessary for the defense of such workers' compensation claims.

ARTICLE III, FEES

3.01 The parties mutually agree the fees for legal services to be provided pursuant to this agreement shall be at the rates shown on the attached exhibit titled "Fee and Expense Schedule".

ARTICLE IV, MALPRACTICE INSURANCE

4.01 The Firm shall provide to the City Attorney certificates of malpractice insurance on form approved by the State Insurance Commissioner. Firm agrees to maintain malpractice insurance current at all times during the effective dates of this agreement.

ARTICLE V, INDEPENDENT CONTRACTOR

5.01 Firm is an independent contractor and not an employee of the City

ARTICLE VI, ERRORS AND OMISSIONS

6.01 No accidental errors or omissions upon the part of either party shall relieve the other party of its responsibilities under this agreement, provided such errors or omissions are rectified as soon as possible after discovery, provided that the Firm shall

be held accountable for any deliberate or willful failure to carry out the instructions of the City or the City Attorney with respect to any specific matter.

ARTICLE VII, HOLD HARMLESS

7.01 The Firm shall defend, indemnify and save harmless the City from and all claims and causes of action brought against the City, its officials and employees for damages or injury to any person or property arising out of or in connection with the negligent performance or negligent acts of the Firm or employees of the Firm performing under the terms of this agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands the date and year first above written.

CITY OF MUSKOGEE, OKLAHOMA
A Municipal Corporation

By: _____

JOHN R. COBURN., MAYOR

ATTEST:

TAMMY L. TRACY, CITY CLERK

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

ROY D. TUCKER, CITY ATTORNEY

THE BLANCHARD
LAW FIRM

By: _____

MICHAEL D. GILLIARD

FEE AND EXPENSE SCHEDULE

FEES

Fee charges shall be billed to the City through the Administrator at the following rates:

1. Firm shall represent the City at the billable rate of \$125.00 per hour for legal services provided by Michael D. Gilliard.
2. The Firm shall bill actual time for file opening at the rate of \$90.00 per hour paralegal time.
3. The Firm shall bill the City for other paralegal time spent on a file at the rate of \$90.00 per hour.
4. Unrepresented Joint Petition at the flat rate of \$400.00
5. Unrepresented agreed orders at the flat rate of \$150.00

EXPENSES

The following expenses shall be billed directly to the City through the Administrator:

1. Actual telephone expenses for long distance telephone calls,
2. Photocopy expenses at the rate paid by the firm not to exceed \$.15 per page.
3. Mileage in Tulsa, No Charge.
Mileage out of town:
Mileage will be charged at the standard government rate
Turnpike Tolls at the actual rate paid for travel on Oklahoma turnpikes
Parking fees if any at the amount actually paid
Attorney's Fee at the hourly rate
Trips from Tulsa to Muskogee not to exceed 2 hours travel time round trip
Trips from Tulsa to Oklahoma City not to exceed 4 hours travel time round trip
4. Postage, No charge for standard US Mail, Certified or express mail at the rate paid
5. Filing fees to be billed to the City through the Administrator

Finance Committee**6.****Meeting Date:** 06/18/2018**Submitted For:** Roy Tucker, City Attorney**Initiator:** Leslie Arnold,
Attorney Secretary**Department:** City Attorney**Staff Information Source:** City Attorney

Information**AGENDA ITEM TITLE:**

Consider approval of a Professional Service Agreement beginning July 1, 2018 ending June 30, 2019, with Mr. Michael Finerty, Attorney at Law, to provide representation for the City of Muskogee in Workers' Compensation Court, or take other necessary action. (Roy D. Tucker)

BACKGROUND:

The City Attorney's Office seeks to engage Mr. Finerty to assist in handling cases before the Oklahoma Worker's Compensation Court. For the last several years, these cases have been handled exclusively by Mike Gilliard; however, Mr. Gilliard has recently closed his firm and has accepted employment with another firm. Mr. Gilliard's new firm is not exclusively dedicated to workers compensation claims, so availability and potential conflicts of interest may arise. Therefore, in order to be prudent, it is necessary to engage Mr. Finerty.

The addition of Mr. Finerty will have no impact to the budget.

RECOMMENDED ACTION:

Approve the professional services agreement for the fiscal year July 1, 2018 through June 30, 2019, with Mr. Michael Finerty to provide representation on workers' compensation cases.

Fiscal Impact**Attachments**Agreement

RETAINER AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into this 1st day of July, 2018, between the CITY OF MUSKOGEE, hereinafter referred to as "City" and Michael A. Finerty, hereinafter referred to as "Firm" and supersedes any previous agreement between the parties.

WHEREAS, it is in the best interest of the City that Mr. Michael A. Finerty, attorney at law, be retained to represent the City in defense of workers' compensation claims filed against the City; and

WHEREAS, Michael A. Finerty has agreed to provide legal counsel to represent the City in defense of workers' compensation claims filed against the City; and Michael A. Finerty desires to enter into a retainer agreement.

Now, therefore, in consideration of the mutual covenants and agreements set forth herein, it is mutually agree between the parties as follows:

ARTICLE I, COMMENCEMENT AND TERMINATION

1.01 This agreement shall become effective July 1, 2018, and shall expire June 30, 2019.

1.02 The agreement may be terminated by the mutual consent of the parties, or by either party, with or without cause, by one party giving the other party at least sixty (60) days notices in advance of the date of termination.

1.03 Michael A. Finerty shall continue to represent the City on claims assigned to the Firm prior to the expiration or termination date of this agreement. Compensation for the continuing legal services will be t the rates specified in Article III.

ARTICLE II, LEGAL SERVICES

2.01 Michael A. Finerty agrees to provide the following legal services;

A. Defendant and workers' compensation claims contested by the City or for which permanent disability or disfigurement compensation is sought, suits, or other proceedings brought under the Workers Compensation Act against the City; appearing before the Workers

Compensation Court, Court en Banc, and the appellate courts of the State of Oklahoma and Workers' Compensation Commission.

B. Preparation of all necessary pleadings and forms for submission to the Workers' Compensation Court, Court En Banc, State Appellate Courts, and the Workers' Compensation Commission.

C. Preparation for defense of workers; compensation claims; including investigations and depositions, and such other preparation felt necessary in the professional judgment of the Michael A. Finerty, and arranging for documentary and testamentary evidence in cooperation with the City's Workers' Compensation Administrator (Administrator) and the City of Muskogee Safety and Risk Officer. With the exception that the claimant will be routinely deposed for claims contested by the City, Michael A. Finerty shall consult with the City Attorney prior to taking other depositions;

D. Preparation of trial and appellate briefs, and presenting oral arguments before appellate courts as required;

E. Negotiating or otherwise effecting the settlement of workers' compensation claims or suits. Michael A. Finerty's authority to settle is subject to the approval of the City Attorney and also subject to the approval of the City Council for the City of Muskogee;

F. Michael A. Finerty shall use his professional judgment and discretion on behalf of the City's best interest regarding the use of such legal services, and shall confer and cooperate with the Administrator on matters relating to pending claims;

G. Michael A. Finerty agrees to assist the City Attorney and the City of Muskogee in developing new methods to further reduce the City's obligations and exposure to workers' compensation claims, including legal fees;

H. Michael A. Finerty agrees to submit clear and accurate statements to the Administrator on a timely basis for all services render pursuant to this agreement.

2.02 Michael A. Finerty agrees to cooperate in the following manner with the City of Muskogee and the Administrator or its successor, if any:

A. Assisting the Administrator in the preparation of all documents for the payments of compromise settlements and orders;

B. Assisting the Administrator in the preparation of reports to the City regarding workers' compensation claims;

C. Assisting the Administrator and the City Attorney's office in the processing of all documents required by the City for authorization of judgments and the payments thereof;

D. Assisting the Administrator in conducting and directing investigations deemed necessary for the defense of such workers' compensation claims.

ARTICLE III, FEES

3.01 The parties mutually agree the fees for legal services to be provided pursuant to this agreement shall be at the rates shown on the attached exhibit titled "Fee and Expense Schedule".

ARTICLE IV, MALPRACTICE INSURANCE

4.01 Michael A. Finerty shall provide to the City Attorney certificates of malpractice insurance on form approved by the State Insurance Commissioner. Michael A. Finerty agrees to maintain malpractice insurance current at all times during the effective dates of this agreement.

ARTICLE V, INDEPENDENT CONTRACTOR

5.01 Michael A. Finerty is an independent contractor and not an employee of the City

ARTICLE VI, ERRORS AND OMISSIONS

6.01 No accidental errors or omissions upon the part of either party shall relieve the other party of its responsibilities under this agreement, provided such errors or omissions are rectified as soon as possible after discovery, provided that Michael A. Finerty shall be held accountable for any deliberate or willful failure to carry out the instructions of the City or the City Attorney with respect to any specific matter.

ARTICLE VII, HOLD HARMLESS

7.01 Michael A. Finerty shall defend, indemnify and save harmless the City from and all claims and causes of action brought against the City, its officials and employees for damages or injury to any person or property arising out of or in connection with the negligent performance or negligent acts of Michael A. Finerty or employees of Michael A. Finerty performing under the terms of this agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands the date and year first above written.

CITY OF MUSKOGEE, OKLAHOMA
A Municipal Corporation

By: _____
JOHN R. COBURN., MAYOR

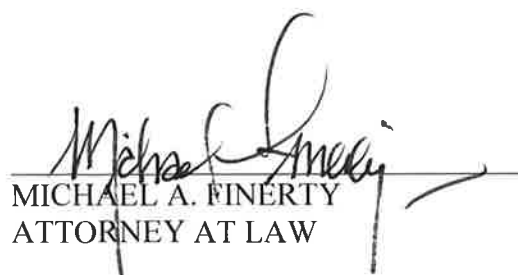
ATTEST:

TAMMY L. TRACY, CITY CLERK

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

ROY D. TUCKER, CITY ATTORNEY

By:


MICHAEL A. FINERTY
ATTORNEY AT LAW

FEE AND EXPENSE SCHEDULE

FEES

Fee charges shall be billed to the City through the Administrator at the following rates:

1. Michael A. Finerty shall represent the City at the billable rate of \$115.00 per hour for legal services provided by Michael A. Finerty.
2. Michael A. Finerty shall bill actual time for file opening at the rate of \$66.00 per hour paralegal time.
3. Michael A. Finerty shall bill the City for other paralegal time spent on a file at the rate of \$66.00 per hour.
4. Unrepresented Joint Petition at the flat rate of \$250.00
5. Unrepresented agreed orders at the flat rate of \$150.00

EXPENSES

The following expenses shall be billed directly to the City through the Administrator:

1. Actual telephone expenses for long distance telephone calls,
2. Photocopy expenses at the rate paid by Michael A. Finerty not to exceed \$.15 per page.
3. Mileage to Tulsa/Oklahoma City for Court, depositions or mediations.
Mileage out of town:
Mileage will be charged at the standard government rate
Turnpike Tolls at the actual rate for travel on Oklahoma turnpikes
Parking fees if any at the amount actually paid
Attorney's Fee at the hourly rate
Trips from Muskogee to Oklahoma City not to exceed 4 hours
travel time round trip
4. Postage, No charge for standard US Mail, Certified or express mail at the rate paid
5. Filing fees to be billed to the City through the Administrator

Finance Committee**7.****Meeting Date:** 06/18/2018**Submitted For:** Roy Tucker, City Attorney**Initiator:** Leslie Arnold,
Attorney Secretary**Department:** City Attorney**Staff Information Source:** City Attorney

Information**AGENDA ITEM TITLE:**

Consider approval of a Professional Service Agreement with Betty Outhier Williams to provide representation for the City of Muskogee in four (4) inverse condemnation lawsuits filed in Muskogee County District Court styled England v. City of Muskogee, Case No. CV-2007-20; Lacey v. City of Muskogee, Case No. CV-2007-1377; Taff v. City of Muskogee, Case No. CJ-2007-1410; Vaughn v. City of Muskogee, Case No. CJ-2007-1371; and authorize the Mayor and City Clerk to execute the agreement, or take other necessary action. (Roy D. Tucker)

BACKGROUND:

In 2007, four lawsuits were filed in Muskogee County District Court demanding damages arising from alleged unlawful takings by the City on the structures owned individually by Plaintiffs, England, Taff, Vaughn, and Lacey. These structures were each condemned and demolished pursuant to City Code and state law for dilapidated structures. This is a renewal of an agreement that expires on June 30, 2018. The attached agreement provides for representation of the four lawsuits. Each lawsuit alleges similar acts by the City and is subject to similar defenses.

RECOMMENDED ACTION:

Approve the Professional Services Agreement with Betty Outhier Williams to provide representation for the City of Muskogee in four inverse condemnation lawsuits filed in Muskogee County District Court styled England v. City of Muskogee, Case No. CV-2007-20; Lacey v. City of Muskogee, Case No. CV-2007-1377; Taff v. City of Muskogee, Case No. CJ-2007-1410; Vaughn v. City of Muskogee, Case No. CJ-2007-1371; and authorize the Mayor and City Clerk to execute the agreement.

Fiscal Impact**Attachments**Agreement

RETAINER AGREEMENT FOR PROFESSIONAL SERVICES

On this ____ day of _____, 2018, the "Client", City of Muskogee, Oklahoma, and the "Attorney" Betty Outhier Williams of the "Firm" Betty Outhier Williams Law Office, enter into the following agreement for Client to retain the services of the Firm to represent the client specifically including but not limited to, four (4) inverse condemnation law suits presently pending in Muskogee County District Court¹. This agreement supersedes and makes more specific all previous agreements between the parties.

1. Scope. Firm shall provide those legal services reasonably required to represent client and shall take reasonable steps to keep client informed of progress and to respond to client's inquiries. Firm's services will include all attorney functions in defending the above-described lawsuits, as well as in keeping client fully informed of what is going on in the cases.

2. Clients' Duties. In order to adequately represent Client, it is important that Client be truthful with Attorney, cooperate with Attorney, keep Attorney informed of developments, abide by this agreement, pay Firm's bills on time and keep Firm advised of employee contacts and witnesses' current address and telephone number.

3. Legal Fees. Client agrees to pay each month for any legal services based upon the Firm's standard legal billing rates. Billable time shall include preparation, research, and travel time. The firm's hourly billing rates, at this time, are as follows: \$175.00 per hour for work performed by Betty Outhier Williams. Client understand that such rates may increase in the future; Firm agrees that Client will be notified of any raise in rate prior to the raise taking effect. Billable time will be charged in minimum 0.1 unit of time (6 minutes).

4. Costs and Expenses. In addition to the above fee, Client agrees to reimburse firm for costs and expenses incurred in connection with Attorney's representation of Client, including fees fixed by law or assessed by public agencies, long distance telephone calls, messenger or delivery fees, postage expenses, in-office photocopying at \$.15 per page, parking, mileage at \$.555 per mile (to change as the IRS approved travel rate changes) and investigation expenses..

5. Termination. Client is free to consult with another attorney at any time, and Client may discharge the Firm as Client's Attorney at any time. The Firm may withdraw from representing Client with Client's consent or for good cause. Good cause includes Client's breach of this agreement, Client's refusal to cooperate with Firm or to follow Attorney's advice on a material matter or any other fact or circumstance that would render attorney's continuing representation unlawful or unethical.

¹ The four inverse condemnation lawsuits are as follows:
England v City of Muskogee, No. CJ-2007-20, Muskogee County
Lacey v City of Muskogee, No. CV-07-1377, Muskogee County
Taff v City of Muskogee, No. CJ-2007-1410, Muskogee County
Vaughn v City of Muskogee, No. CJ-2007-1371, Muskogee County

6. Disclaimer of Guarantee. Client understand that nothing in this agreement and nothing in Attorney's statements to Client are to be construed as a promise or guarantee about the outcome of any of client's matters. Firm makes no such promises or guarantees. Attorney's comments about the outcome of Client's matters are expressions of opinion only. The Firm agrees to hold harmless the Client and indemnify it from any liability, suit, cause of action, or other legal proceedings which may be brought or claimed against the Client as a result of Firm's performance under this Agreement.

7. Independent Contractor. It is understood and agreed, with respect to the services the Firm shall render pursuant to this contract, that the Firm will perform such services exclusively as an independent contractor and not as an agent or employee of the Client.

8. Confidentiality. The Firm will hold in a fiduciary capacity for the benefit of the Client all confidential information and data relating to the Client, which shall have been obtained by the Firm during the term of this Agreement. The terms of the confidentiality statement shall not apply to any information that becomes a part of the public record.

9. Non-assignability. The rights and obligations of the Firm hereunder are not assignable and cannot be delegated, as the Firm has unique skills and abilities and specific performance is necessary. Any such purported assignment or delegation without the written consent of the Client shall be void and, at the option of the Client, this Agreement shall be terminated.

10. Contact. The City Attorney for the City of Muskogee shall be the Client representative for all matters pertaining to this Agreement.

11. Term of Agreement. This Agreement shall commence on July 1, 2018 and shall remain in full force and effect through June 30, 2019, unless the requested services are completed prior to that date. This agreement shall be renewed for additional one year terms under the same terms and conditions unless either party notifies the other that this agreement shall terminate. Upon termination of this Agreement, Attorney shall immediately deliver all materials belonging to the Client and a copy of all pleadings filed in the case, and all documents that have been developed through the cases to the City Attorney, which shall become the property of the Client.

12. Amendment. This Agreement may be amended, in writing, by mutual consent of the parties.

BETTY OUTHIER WILLIAMS LAW OFFICE


BETTY OUTHIER WILLIAMS

CITY OF MUSKOGEE, OKLAHOMA
a municipal corporation

JOHN R. COBURN, Mayor

ATTEST:

TAMMY L. TRACY, City Clerk

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

ROY D. TUCKER, City Attorney

Finance Committee**8.****Meeting Date:** 06/18/2018**Submitted For:** Roy Tucker, City Attorney**Initiator:** Leslie Arnold,
Attorney Secretary**Department:** City Attorney**Staff Information Source:** City Attorney

Information**AGENDA ITEM TITLE:**

Consider Approval to renew a Professional Service Agreement with Cate and Hammons Law Firm to provide representation for the City of Muskogee in nine (7) inverse condemnation lawsuits filed in Muskogee County District Court; Michael & Lori Carmen v. City of Muskogee, Case No. CJ-2011-168; Stanley & Linda Clark v. City of Muskogee, Case No. CJ-2011-164; W.C. Cochran v. City of Muskogee, Case No. CJ-2011-466; Harold & LeAnne Cox v. City of Muskogee, Case No. CJ-2011-465; Jerry & Marie Maxey v. City of Muskogee, CJ-11-469, Bobby & Linda Scoggins v. City of Muskogee, CJ-11-467; Crystal Thompson v. City of Muskogee, CJ-11-478, and the Civil case titled Lois Ivey v City of Muskogee, CV-07-1730, and authorize the Mayor and City Clerk to execute the agreement. (Roy D. Tucker)

BACKGROUND:

In 2007, 2011 & 2012, these lawsuits were filed in Muskogee County District Court demanding damages arising from alleged unlawful takings by the City on properties that are individually owned by Defendant. This is a renewal of an agreement that expires on June 30, 2019. The attached agreement provides for representation of the eight lawsuits.

RECOMMENDED ACTION:

Approve a Professional Services Agreement with Cate and Hammons Law Firm to provide representation for the City of Muskogee in seven condemnation lawsuits, and the Lois Ivey case, and authorize the Mayor and City Clerk to execute the agreement.

Fiscal Impact**Attachments**Agreement

RETAINER AGREEMENT BETWEEN CLIENT AND ATTORNEY

On this _____ day of _____, 2018, the "Client", City of Muskogee, Oklahoma, and the "Attorney" Cliff Cate of the "Firm" Cate and Hammons Law Office, enter into the following agreement for Client to retain the services of the Firm to represent the client in the projects commonly known as the Meadows subdivisions lawsuits, and the Lois Ivey civil case. This agreement supercedes and makes more specific all previous agreements between the parties.

1. Scope. Firm shall provide those legal services reasonably required to represent client and shall take reasonable steps to keep client informed of progress and to respond to client's inquiries. Firm's services will include all attorney functions in defending the above-described lawsuits, as well as in keeping client fully informed of what is going on in the cases.

2. Clients' Duties. In order to adequately represent Client, it is important that Client be truthful with Attorney, cooperate with Attorney, keep Attorney informed of developments, abide by this agreement, pay Firm's bills on time and keep Firm advised of employee contacts and witnesses' current address and telephone number.

3. Legal Fees. Client agrees to pay each month for any legal services based upon the Firm's standard legal billing rates. Billable time shall include preparation, research, and travel time. The firm's hourly billing rates, at this time, are as follows: \$210.00 per hour. Client understand that such rates may increase in the future; Firm agrees that Client will be notified of any raise in rate prior to the raise taking effect. Billable time will be charged in minimum 0.1 unit of time (12 minutes).

4. Costs and Expenses. In addition to the above fee, Client agrees to reimburse firm for costs and expenses incurred in connection with Attorney's representation of Client, including fees fixed by law or assessed by public agencies, long distance telephone calls, messenger or delivery fees, postage expenses, in-office photocopying at \$.10 per copy, parking, mileage at \$.54 per mile (to change as the IRS approved travel rate changes) and investigation expenses..

5. Termination. Client is free to consult with another attorney at any time, and Client may discharge the Firm as Client's Attorney at any time. The Firm may withdraw from representing Client with Client's consent or for good cause. Good cause includes Client's breach of this agreement, Client's refusal to cooperate with Firm or to follow Attorney's advice on a material matter or any other fact or circumstance that would render attorney's continuing representation unlawful or unethical.

6. Disclaimer of Guarantee. Client understand that nothing in this agreement and nothing in Attorney's statements to Client are to be construed as a promise or guarantee about the outcome of any of client's matters. Firm makes no such promises or guarantees. Attorney's comments about the outcome of Client's matters are expressions of opinion only. The Firm agrees to hold harmless the Client and indemnify it from any liability, suit, cause of action, or other legal proceedings which may be brought or claimed against the Client as a result of

Firm's performance under this Agreement.

7. Independent Contractor. It is understood and agreed, with respect to the services the Firm shall render pursuant to this contract, that the Firm will perform such services exclusively as an independent contractor and not as an agent or employee of the Client.

8. Confidentiality. The Firm will hold in a fiduciary capacity for the benefit of the Client all confidential information and data relating to the Client, which shall have been obtained by the Firm during the term of this Agreement. The terms of the confidentiality statement shall not apply to any information that becomes a part of the public record.

9. Non-assignability. The rights and obligations of the Firm hereunder are not assignable and cannot be delegated, as the Firm has unique skills and abilities and specific performance is necessary. Any such purported assignment or delegation without the written consent of the Client shall be void and, at the option of the Client, this Agreement shall be terminated.

10. Contact. The City Attorney for the City of Muskogee shall be the Client representative for all matters pertaining to this Agreement.

11. Term of Agreement. This Agreement shall commence on July 1, 2018 and shall remain in full force and effect through June 30, 2019, unless the requested services are completed prior to that date. This agreement shall be renewed for additional one year terms under the same terms and conditions unless either party notifies the other that this agreement shall terminate. Upon termination of this Agreement, Attorney shall immediately deliver all materials belonging to the Client and a copy of all pleadings filed in the case, and all documents that have been developed through the cases to the City Attorney, which shall become the property of the Client.

12. Amendment. This Agreement may be amended, in writing, by mutual consent of the parties.

Approved this _____ day of _____, 2018.

Cliff Cate

JohnTyler Hammons

CITY OF MUSKOGEE, OKLAHOMA
A Municipal Corporation

By: _____
JOHN R. COBURN, MAYOR

ATTEST:

TAMMY L. TRACY, CITY CLERK

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

ROY D. TUCKER, CITY ATTORNEY

Finance Committee**9.****Meeting Date:** 06/18/2018**Submitted For:** Roy Tucker, City Attorney**Initiator:** Leslie Arnold,
Attorney Secretary**Department:** City Attorney**Staff Information Source:** City Attorney

Information**AGENDA ITEM TITLE:**

Consider approval to renew the municipal liability insurance contract with Oklahoma Municipal Assurance Group in the amount of \$251,710.00 for policy year July 1, 2018 through June 30, 2019, or take other necessary action. (Roy D. Tucker)

BACKGROUND:

The City's current policy of liability insurance expires at midnight on June 30, 2018. Oklahoma Municipal Assurance Group (OMAG) is asking for renewal for the municipality policy in the amount of \$251,710.00, which is an increase from the previous fiscal year, due to a higher volume of claims experience, and insurance ratings. There is no deductible for claims made for employee benefit administration, for bodily injury or property damage. All other claims have a policy deductible of \$1,000.00. The City Attorney's Office recommends accepting this renewal.

RECOMMENDED ACTION:

Award the municipal liability insurance renewal contract to Oklahoma Municipal Assurance Group in the amount of \$251,710.00 for policy year July 1, 2018 through June 30, 2019.

Fiscal Impact**Attachments**Declarations Page



3650 S. Boulevard • Edmond, OK 73013 • omag.org
405.657.1400 • 800.234.9461 • FAX 405.657.1401

Municipal Liability Protection Plan Declarations Page

1. PLAN MEMBER
and Mailing Address

CITY OF MUSKOGEE
P.O. BOX 1927
MUSKOGEE OK 74402-1927

AGREEMENT NUMBER
GLA 1400532 01

2. Plan Period From 12:01 A.M. Central Standard Time at the address of the Plan Member
From **07/01/2018** to **07/01/2019**

3. The Plan Member is a(n) **MUNICIPALITY**

4. The Coverage afforded by this agreement is only with respect to the following coverages as are indicated by specific limits of coverage, for which a premium is charged.

COVERAGE

PREMIUM

GENERAL LIABILITY (PARTS I, IV, AND V)

- | | |
|-------------------------|---------------------------------|
| A. Bodily Injury | B. Property Damage |
| C. Personal Injury | D. Errors and Omissions |
| I. Pollution Damage | J. Defense Reimbursement |
| K. Cyber / Data Breach | L. Uncovered Employment Defense |
| [] Prior Acts Coverage | |

\$222,814

Coverages A,B,C,D,I,J,K,L

AUTOMOBILE LIABILITY (PART II)

- | | |
|-------------------------------|--------------------|
| E. Bodily and Personal Injury | F. Property Damage |
|-------------------------------|--------------------|

\$11,742

Coverages E,F

[X] Hired and Non-owned Automobile Coverage

\$159

Hired and Non-owned

AUTOMOBILE & EQUIPMENT PHYSICAL DAMAGE (PART III)

- | | |
|-------------------------------|----------------------|
| G. Automobile Physical Damage | |
| 1. Comprehensive |] Per fleet schedule |
| 2. Specified Perils | |
| 3. Collision | |

\$14,636

Coverages G

[X] Hired Auto Physical Damage Limit: **\$150,000**

Included

Hired Auto Physical Damage

\$2,359

Coverages H

H. Equipment Physical Damage - Per equipment schedule

[] Mobile Equipment Leased/Rented Limit: **\$0**

\$0

Mobile Leased/Rented

5. LIMITS OF LIABILITY, except for Coverages G,H,I,J,L

Losses subject to the OKLAHOMA GOVERNMENTAL TORT CLAIMS ACT:

\$ 25,000 Each Property Damage Loss Per Occurrence, including Fire Legal

\$ 125,000 Each Other Loss Per Occurrence

\$ 1,000,000 Aggregate Per Occurrence

Losses not subject to the OKLAHOMA GOVERNMENTAL TORT CLAIMS ACT:

\$ 10,000 Medical Payments for Volunteers Per Loss

\$ 1,000,000 Each Other Loss Per Occurrence

Cyber Coverage: See Limits on Cyber / Data Breach Declaration Page

Annual Aggregate

\$ 2,000,000 Coverages C,D

\$ 10,000 Coverage J

\$251,710

Total Premium

(This is not an invoice)

6. DEDUCTIBLES

Coverages A,B,E,F,L: No Deductible, except for sanitary sewer overflows and electrical disruptions, which are subject to the deductible of coverages C & D.

Coverages C,D: **\$1,000** Per Occurrence

Coverages G,H: Per Schedule or Endorsement

Coverage I: \$1,000 Per Pollution Incident

Coverage J: \$5,000 SIR

Coverage K: Per Applicable Cyber / Data Breach Deductible

7. This agreement is composed of this Declaration Page, Schedules, Forms and Endorsements, if any.

OMAG Representative

06/08/2018
Date



3650 S. Boulevard • Edmond, OK 73013 • omag.org
405.657.1400 • 800.234.9461 • FAX 405.657.1401

Municipal Liability Protection Plan

ADDITIONAL NAMED PLAN MEMBERS

MUSKOGEE MUNICIPAL AUTHORITY
MUSKOGEE PARKING AUTHORITY
MUSKOGEE INDUSTRIAL TRUST
CITY OF MUSKOGEE URBAN RENEWAL
MUSKOGEE REDEVELOPMENT AUTHORI
MUSKOGEE WAR MEMORIAL PARK AUT

Finance Committee

10.

Meeting Date: 06/18/2018

Submitted For: Roy Tucker, City Attorney

Initiator: Leslie Arnold,
Attorney Secretary

Department: City Attorney

Staff Information Source: City Treasurer

Information

AGENDA ITEM TITLE:

Consider approval to renew the municipal property and rolling stock insurance from Oklahoma Municipal Assurance Group (OMAG) in the amount of \$177,410.00, for policy year July 1, 2018 through June 30, 2019, or take other necessary action. (Jean Kingston)

BACKGROUND:

The City's current policy of property and rolling stock insurance expires at midnight on June 30, 2018. OMAG is asking for renewal for the municipality policy in the amount of \$177,410.00, which is a decrease from the previous fiscal year, due to the Honeywell equipment insurance requirement falling off the policy. All claims have a \$5,000.00 deductible.

RECOMMENDED ACTION:

Accept the quote from OMAG for \$177,410.00 with a \$5,000.00 deductible.

Fiscal Impact

Attachments

No file(s) attached.

Finance Committee**11.**

Meeting Date: 06/18/2018

Submitted For: Greg Riley, Public Works Initiator: Prag Mahajan, Civil Engineer II

Department: Public Works

Staff Information Source: Greg Riley, Director of Public Works; George Kingston, Assistant Director of Operations ; Prag Mahajan Civil Engineer; Donnie Wimbley Purchasing Director; Jessica Zwirtz, CAD Tech , Jay Updike, HUB

Information**AGENDA ITEM TITLE:**

Consider approval of awarding construction contract to Tonto Construction Inc., for the Junction Area Wastewater Collection System Improvements in the amount of \$249,690.00, as the lowest best bid, or take other necessary action. (Greg Riley)

BACKGROUND:

The City advertised and solicited for Bid proposals and received four (4) proposals.

1. Tonto Construction
2. PM Construction & Rehab LLC
3. Sapulpa Digging Inc.
4. Horseshoe Construction Inc.

Bid proposal submitted by Tonto was most complete, economical and responsive and meets the requirements for the City

Bid Tab sheet is attached along with unit price comparison for your reference

This work is being completed as part of the OWRB loan for sewer collection system.

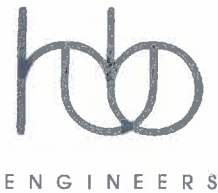
RECOMMENDED ACTION:

Approve award of a construction contract to Tonto Construction Inc. for the Junction Area wastewater collection system improvements in the amount of \$249,690.00 as per the unit prices submitted in their bid, or take other necessary action.

Fiscal Impact**Attachments**

Rec letter

Bid Tab



HOLLOWAY, UPDIKE AND BELLEN, INC.

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

June 8, 2018

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

Re: Wastewater Improvements
Junction Area Sewer Line Rehabilitation

Dear Mr. Riley:

We have tabulated the bids received on June 7, 2018 on the above referenced project. A copy of the bid tabulation is attached.

Tonto Construction, Inc. was the lowest bidder and in our opinion they are capable of performing the work and should be considered for award of the contract in the amount of \$249,690.00.

Sincerely,

HOLLOWAY, UPDIKE AND BELLEN, INC.



Jay Updike
President

JU:mm 17MUSJUNCSWR

BID TABULATION Wastewater Improvements Junction Area Sewer Line Rehabilitation CWSRF Project No. ORF-17-0019-CW Muskogee Municipal Authority Muskogee, Oklahoma HUB Project No. 17MUSJUNCSWR June 7, 2018 11:00 am				ENGINEER'S ESTIMATE Holloway, Updike and Bellen, Inc. PO Box 1543 Muskogee, OK 74402		CONTRACTOR Tonto Construction, Inc. 8101 W 33rd St S Muskogee, OK 74401		CONTRACTOR PM Construction & Rehab, LLC 131 N Richey Street Pasadena, TX 77506		CONTRACTOR Sapulpa Digging, Inc. PO Box 1105 Sapulpa, OK 74067		CONTRACTOR Horseshoe Construction, Inc. 2309 S Battleground Rd LaPorte, TX 77571	
				TOTAL	\$275,000.00	TOTAL	\$249,690.00	TOTAL	\$284,870.00	TOTAL	\$289,563.00	TOTAL	\$314,775.00
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
	<i>Bid Schedule</i>												
1	Pipe Burst with 18" HDPE DR 17 or Open Cut and Replace with 18" PVC DR 35	621	LF			130.00	\$80,730.00	170.00	\$105,570.00	179.00	\$111,159.00	195.00	\$121,095.00
2	Pipe Burst with 20" HDPE DR 17 or Open Cut and Replace with 21" PVC DR 35	568	LF			170.00	\$96,560.00	200.00	\$113,600.00	178.00	\$101,104.00	235.00	\$133,480.00
3	5' Diameter Manhole	3	EA			10,000.00	\$30,000.00	7,900.00	\$23,700.00	6,500.00	\$19,500.00	4,500.00	\$13,500.00
4	Point Repair	2	EA			6,000.00	\$12,000.00	7,500.00	\$15,000.00	10,000.00	\$20,000.00	11,000.00	\$22,000.00
5	Storm Water Prevention Plan	1	LS			1,500.00	\$1,500.00	2,000.00	\$2,000.00	7,000.00	\$7,000.00	250.00	\$250.00
6	Service Line Reconnection	4	EA			1,600.00	\$6,400.00	250.00	\$1,000.00	200.00	\$800.00	550.00	\$2,200.00
7	Solid Slab Sod	500	SY			5.00	\$2,500.00	8.00	\$4,000.00	20.00	\$10,000.00	4.50	\$2,250.00
8	Allowance	1	LS			20,000.00	\$20,000.00	20,000.00	\$20,000.00	20,000.00	\$20,000.00	20,000.00	\$20,000.00

Finance Committee**12.**

Meeting Date: 06/18/2018

Submitted For: Greg Riley, Public Works Initiator: Prag Mahajan, Civil Engineer II

Department: Public Works

Staff Information Source: Greg Riley, Director of Public Works; George Kingston, Assistant Director of Operations ; Prag Mahajan Civil Engineer; Donnie Wimbley Purchasing Director; Jessica Zwirtz, CAD Tech , Jay Updike, HUB

Information**AGENDA ITEM TITLE:**

Consider approval of awarding construction contract to Cook Consulting LLC, for the Westside Area Wastewater Collection System Improvements in the amount of \$1,252,208.00, as the lowest best bid, or take other necessary action. (Greg Riley)

BACKGROUND:

The City advertised and solicited for Bid proposals and received four (4) proposals.

1. Cook Consulting LLC
2. Carstensen Contracting Inc.
3. Goodwin & Goodwin Inc.
4. Horseshoe Construction Inc.

Bid proposal submitted by Cook Consulting LLC was most complete, economical and responsive and meets the requirements for the City

Bid Tab sheet is attached along with unit price comparison for your reference.

This work is being completed as part of the OWRB Loan for sewer collection systems.

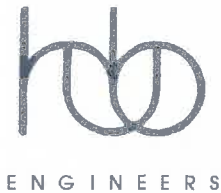
RECOMMENDED ACTION:

Approve award of a construction contract to Cook Consulting LLC for the Westside Area wastewater collection system improvements in the amount of \$1,252,208. 00 as per the unit prices submitted in their bid, or take other necessary action.

Fiscal Impact**Attachments**

Eng Rec letter

Bid Tab



HOLLOWAY, UPDIKE AND BELLEN, INC.

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

June 8, 2018

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

Re: Wastewater Improvements
Westside Collection System

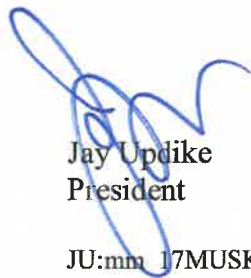
Dear Mr. Riley:

We have tabulated the bids received on June 7, 2018 on the above referenced project. A copy of the bid tabulation is attached.

Cook's Consulting, LLC was the lowest bidder and in our opinion they are capable of performing the work and should be considered for award of the contract in the amount of \$1,252,208.00.

Sincerely,

HOLLOWAY, UPDIKE AND BELLEN, INC.



Jay Updike
President

JU:mm 17MUSKWSES

BID TABULATION Wastewater Improvements Westside Collection System CWSRF Project No. ORF-17-0019-CW Muskogee Municipal Authority Muskogee, Oklahoma HUB Project No. 17MUSKWSSES June 7, 2018 11:00 am				ENGINEER'S ESTIMATE Holloway, Updike and Bellen, Inc. PO Box 1543 Muskogee, OK 74402		CONTRACTOR Cook's Consulting, LLC PO Box 10 Fort Gibson, OK 74434		CONTRACTOR Carstensen Contracting, Inc. 1507 7th Street SE Pipestone, MN 56164		CONTRACTOR Horseshoe Construction, Inc. 2309 S Battleground Road LaPorte, TX 77571		CONTRACTOR Goodwin & Goodwin, Inc. 3503 Free Ferry Rd Fort Smith, AR 72903	
				TOTAL	\$1,550,000.00	TOTAL	\$1,252,208.00	TOTAL	\$1,428,790.50	TOTAL	\$1,539,724.00	TOTAL	\$1,777,099.00
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
	<i>Bid Schedule</i>												
1	21" Gravity Sewer Line PVC DR 35	1040	LF			70.00	\$72,800.00	85.75	\$89,180.00	130.00	\$135,200.00	140.00	\$145,600.00
2	Pipe Bursting with 18" HDPE DR 17	341	LF			495.00	\$168,795.00	275.00	\$93,775.00	300.00	\$102,300.00	525.00	\$179,025.00
3	Pipe Bursting with 16" HDPE DR 17	2,110	LF			188.00	\$396,680.00	240.00	\$506,400.00	185.00	\$390,350.00	275.00	\$580,250.00
4	12" Force Main PVC DR 18	3360	LF			40.00	\$134,400.00	43.50	\$146,160.00	105.00	\$352,800.00	60.00	\$201,600.00
5	Boring and 36" Steel Casing (0.250" Wall)	40	LF			450.00	\$18,000.00	490.00	\$19,600.00	800.00	\$32,000.00	500.00	\$20,000.00
6	Boring and 20" Steel Casing (0.250" Wall)	250	LF			260.00	\$65,000.00	352.00	\$88,000.00	475.00	\$118,750.00	350.00	\$87,500.00
7	Air Release Valve	2	EA			6,950.00	\$13,900.00	19,900.00	\$39,800.00	22,000.00	\$44,000.00	6,000.00	\$12,000.00
8	Service Line Reconnection	30	EA			2,000.00	\$60,000.00	1,630.00	\$48,900.00	1,150.00	\$34,500.00	1,200.00	\$36,000.00
9	Manholes (5' Diameter)	12	EA			3,240.00	\$38,880.00	7,420.00	\$89,040.00	4,500.00	\$54,000.00	6,000.00	\$72,000.00
10	Asphalt or Concrete Pavement Removed and Replaced	300	LF			21.00	\$6,300.00	150.00	\$45,000.00	15.00	\$4,500.00	185.00	\$55,500.00
11	Tack Coat ODOT 407(B) 0250	934	GAL			5.50	\$5,137.00	7.00	\$6,538.00	20.00	\$18,680.00	6.00	\$5,604.00
12	Superpave, Type S4 (PG 64-22 OK) ODOT 411 (C) 5960	700	TONS			94.60	\$66,220.00	120.00	\$84,000.00	90.00	\$63,000.00	120.00	\$84,000.00
13	Cold Milling Pavement ODOT 412 5267	3846	SY			11.00	\$42,306.00	10.00	\$38,460.00	9.00	\$34,614.00	15.00	\$57,690.00
14	Patching ODOT SP	850	SY			55.00	\$46,750.00	48.00	\$40,800.00	50.00	\$42,500.00	105.00	\$89,250.00
15	Right-of-Way Restoration	6510	LF			4.00	\$26,040.00	1.25	\$8,137.50	3.00	\$19,530.00	8.00	\$52,080.00
16	Solid Slab Sod	4000	SY			4.00	\$16,000.00	2.50	\$10,000.00	4.50	\$18,000.00	6.00	\$24,000.00
17	Allowance	1	LS			75,000.00	\$75,000.00	75,000.00	\$75,000.00	75,000.00	\$75,000.00	75,000.00	\$75,000.00

Finance Committee**13.**

Meeting Date: 06/18/2018

Submitted For: Greg Riley, Public Works Initiator: Prag Mahajan, Civil Engineer II

Department: Public Works

Staff Information Source: Greg Riley, Director of Public Works; George Kingston, Assistant Director of Operations ; Prag Mahajan Civil Engineer; Donnie Wimbley Purchasing Director; Jessica Zwirtz, CAD Tech , Jay Updike, HUB

Information**AGENDA ITEM TITLE:**

Consider approval of awarding a construction contract to L & L Construction for the Phase I Wastewater Treatment Plant Improvements in the amount of \$2,843,375.00, as the lowest best bid, or take other necessary action. (Greg Riley)

BACKGROUND:

The City advertised and solicited for Bid proposals and received seven (7) proposals.

1. Cook Consulting LLC
2. L&L Construction Inc.
3. Crosland Heavy Contractors
4. BRB Contractors Inc.
5. Walters-Morgan construction Inc.
6. Wynn construction
7. JS Haren Company.

Bid proposal submitted by L & L Construction was most complete, economical and responsive and meets the requirements for the City

Bid Tab sheet is attached along with unit price comparison for your reference

This project is being completed as part of the OWRB Loan for sewer plant improvements.

RECOMMENDED ACTION:

Approve award of a construction contract to L & L Construction for the Phase 1 wastewater treatment plant improvements in the amount of \$2,843,375. 00 as per the unit prices submitted in their bid, or take other necessary action.

Fiscal Impact**Attachments**

Eng Rec Letter

Bid Tab



E N G I N E E R S

HOLLOWAY, UPDIKE AND BELLEN, INC.

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

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

May 29, 2018

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

Re: Wastewater Treatment Plant Rehabilitation
Phase 1 – Equipment Replacements

Dear Mr. Riley:

We have tabulated the bids received on May 23, 2018 on the above referenced project. A copy of the bid tab is attached.

L&L Construction, Inc. was the lowest bidder and in our opinion they are capable of performing the work and should be considered for award of the contract (Base Bid plus Additive Alternates No. 1 and 2 in the total amount of \$2,843,375.00).

Sincerely,

HOLLOWAY, UPDIKE AND BELLEN, INC.

Stephen Tolar, PE
Vice-President

BID TABULATION WASTEWATER TREATMENT PLANT REHABILITATION PHASE 1 EQUIPMENT REPLACEMENTS USKOGEE MUNICIPAL AUTHORITY, MUSKOGEE, OKLAHOMA MAY 23, 2018 AT 2:00 P.M.				CONTRACTOR Engineers Estimate		CONTRACTOR L&L Construction, Inc. P.O. Box 36 Jenks, OK 74037		CONTRACTOR Crossland Heavy Contractors 14149 East Admiral Place Tulsa, OK 74116		CONTRACTOR Cook Consulting, LLC. P.O. Box 10 Fort Gibson, OK 74434		CONTRACTOR BRB Contractors, Inc. 3805 NW 25th Street Topeka, KS 66618		CONTRACTOR Walters-Morgan Construction, Inc 2616 Tuttle Creek Blvd. Manhattan, KS 66502		CONTRACTOR Wynn Construction 11901 N Eastern Ave. Oklahoma City, OK 73131		CONTRACTOR JS Haren Company 1175 Highway 11, North Athens, TN 37303		
				TOTAL BID	3.4 MILLION	BASE BID	\$2,565,700.00	BASE BID	\$2,595,000.00	BASE BID	\$2,773,125.00	BASE BID	\$2,818,000.00	BASE BID	\$2,922,500.00	BASE BID	\$3,070,600.00	BASE BID	\$3,117,000.00	
						BB + ALTS 1 & 2	\$2,843,375.00	BB + ALTS 1 & 2	\$2,858,125.00	BB + ALTS 1 & 2	\$3,060,000.00	BB + ALTS 1 & 2	\$3,098,000.00	BB + ALTS 1 & 2	\$3,275,200.00	BB + ALTS 1 & 2	\$3,502,405.00	BB + ALTS 1 & 2	\$3,512,000.00	
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	
	BASE BID																			
1	Raw Sewage Pump Station Improvements (Complete-In-Place)	1	LS	3.4 MILLION	3.4 MILLION	\$1,478,500.00	\$1,478,500.00	\$1,524,000.00	\$1,524,000.00	\$1,652,000.00	\$1,652,000.00	\$1,635,000.00	\$1,635,000.00	\$1,705,000.00	\$1,705,000.00	\$1,814,500.00	\$1,814,500.00	\$1,794,000.00	\$1,794,000.00	
2	Trickling Filter Effluent and Recirculation Pumps (Complete-In-Place)	1	LS			\$749,500.00	\$749,500.00	\$760,000.00	\$760,000.00	\$817,000.00	\$817,000.00	\$820,000.00	\$820,000.00	\$800,500.00	\$800,500.00	\$869,600.00	\$869,600.00	\$1,013,000.00	\$1,013,000.00	
3	Plant Drain Pumps (Complete-In-Place)	1	LS			\$116,800.00	\$116,800.00	\$106,000.00	\$106,000.00	\$92,570.00	\$92,570.00	\$139,000.00	\$139,000.00	\$194,000.00	\$194,000.00	\$155,000.00	\$155,000.00	\$90,000.00	\$90,000.00	
4	Secondary Sludge Transfer Pumps (Complete-In-Place)	1	LS			\$90,900.00	\$90,900.00	\$75,000.00	\$75,000.00	\$81,555.00	\$81,555.00	\$94,000.00	\$94,000.00	\$93,000.00	\$93,000.00	\$101,500.00	\$101,500.00	\$90,000.00	\$90,000.00	
5	Construction Allowance	1	LS			\$130,000.00	\$130,000.00	\$130,000.00	\$130,000.00	\$130,000.00	\$130,000.00	\$130,000.00	\$130,000.00	\$130,000.00	\$130,000.00	\$130,000.00	\$130,000.00	\$130,000.00	\$130,000.00	
	ADDITIVE ALTERNATE NO. 1																			
6	Application of Solventless Epoxy Concrete Coating in Raw Sewage Pump Station. Refer to Specification Section 9.2 for Requirements.	9,000	SF			\$16.40	\$147,600.00	\$14.75	\$132,750.00	\$16.40	\$147,600.00	\$16.00	\$144,000.00	\$26.40	\$237,600.00	\$23.00	\$207,000.00	\$23.00	\$207,000.00	
7	Application of Concrete Repair Materials in Raw Sewage Pump Station. Refer to Specification Section 9.2 for Requirements.	4,500	SF			\$21.75	\$97,875.00	\$26.75	\$120,375.00	\$21.75	\$97,875.00	\$28.70	\$129,150.00	\$21.80	\$98,100.00	\$41.00	\$184,500.00	\$26.00	\$117,000.00	
	ADDITIVE ALTERNATE NO. 2																			
8	Concrete Plugs and Pipe Demolition at Abandoned 48” Coody Creek Outfall, Refer to Drawing Sheet 26 for Requirements.	1	LS			\$32,200.00	\$32,200.00	\$10,000.00	\$10,000.00	\$41,400.00	\$41,400.00	\$6,850.00	\$6,850.00	\$17,000.00	\$17,000.00	\$40,305.00	\$40,305.00	\$71,000.00	\$71,000.00	

* Addition Error

Bid award period ends August 21, 2018 (90 days after bid opening)

Finance Committee**14.**

Meeting Date: 06/18/2018

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

Department: Public Works

Staff Information Source: Greg Riley, Director of Public Works; Jim Wixom, Assistant Director of Public Works/Operations; Donnie Wimbley, Purchasing Director

Information**AGENDA ITEM TITLE:**

Consider approval of awarding lowest bid to Midstate Traffic Control in the amount of \$39,520.00 for LED and Backplate Signal Project, or take other necessary action. (Greg Riley)

BACKGROUND:

This project includes replacing the LED signal heads at 32nd and Broadway, York and Chandler, 32nd and Shawnee, 32nd and West Okmulgee, York and Shawnee and Main and Shawnee. We are adding backplates at 32nd and Broadway and York and Chandler. We are also upgrading the pedestrian crossings on York and Chandler to countdown LED signals. The heads at these intersections are aging and getting dim so we are doing this project to upgrade these signals. This is budgeted in our signal repair and maintenance account.

Bids were received as follows:

MidState Traffic Control -\$39,520.00

Traffic & Lighting Systems-\$42,493.92

Traffic Signal, Inc.-\$43,730.00

RECOMMENDED ACTION:

Approve awarding the lowest bid to MidState Traffic Control in the amount of \$39,520.00 for LED and Backplate Signal Project.

Fiscal Impact**Attachments****Tab Sheet**



Bid Item: Traffic Signal Upgrades
Date: 5/11/2018
Department: PW Street Dept

Approved by Purchasing:

Approved by City Council:

[illegible]

Witnessed by:

Witnessed by: Miss Anderson
James M. Jones
John W. Hile
John W. Hile

Approved by:

Finance Committee

15.

Meeting Date: 06/18/2018

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

Department: Public Works

Staff Information Source: Greg Riley, Director of Public Works; Danny Gable, Superintendant, Donnie Wimbley, Purchasing Director

Information

AGENDA ITEM TITLE:

Consider approval of awarding to the lowest/best bid to ICM in the amount of \$53,940.00 for Hydro Excavator with Fire Hydrant Valve Exerciser, or take other necessary action. (Greg Riley)

BACKGROUND:

Key Equipment withdrew their bid of \$47,759.00.

RECOMMENDED ACTION:

Approve to the next lowest bid to ICM in the amount of \$53,940.00 for Hydro Excavator with Fire Hydrant Valve Exerciser.

Fiscal Impact

Attachments

No file(s) attached.

Finance Committee**16.**

Meeting Date: 06/18/2018

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

Department: Public Works

Staff Information Source: Greg Riley, Director of Public Works; Stephen Morton, Water Plant Superintendent; George Kingston, Assistant Public Works Director-Utilities

Information**AGENDA ITEM TITLE:**

Consider approval of awarding the lowest/best bid for chemicals used in the Water Treatment Plant to Brenntag Southwest, Univar USA, Hawkins Inc., D&F Services, Evoqua Water Technologies, Pennco Inc., and Petra Chemical, more particularly described as attached, or take other necessary action. (Greg Riley)

BACKGROUND:

We find all of the lowest bids acceptable for our Water Treatment Chemicals other than coagulant. D&F Services was the third lowest price for our coagulant, however neither Hawkins, nor Chemtrade ran plant trials prior to bidding their product, as is required per bid specs. We have used D&F services' product in the past with great results. There is also potential savings by using their product, by reducing the feed rate of the coagulant. Therefore, we recommend using accepting D&F Services bid for Coagulant as it is the best bid on this item. The prices being awarded and companies are as follows.

Chlorine- Brenntag Southwest (.3225 cents per pound)
Fluorosilicic Acid- Univar USA (.1550 cents per pound)
Poly- Phosphate - Hawkins (.338 cents per pound)
Poly Aluminum Chloride coagulant- D&F Services (.2595 cents per pound)
Sodium Chlorite- Evoqua Water Technologies (.4450 cents per pound)
Ferric Chloride - Pennco (.118 cents per pound)
Caustic Soda- Brainard Chemical Company (.19 cents per pound)

RECOMMENDED ACTION:

Approve awarding the lowest bids for chemicals used in the water treatment plant to the companies as listed below and the best bid for coagulant to D&F Services.

Chlorine- Brenntag Southwest (.3225 cents per pound)
Fluorosilicic Acid- Univar USA (.1550 cents per pound)
Poly- Phosphate - Hawkins (.338 cents per pound)
Poly Aluminum Chloride coagulant- D&F Services (.2595 cents per pound)
Sodium Chlorite- Evoqua Water Technologies (.4450 cents per pound)
Ferric Chloride - Pennco (.118 cents per pound)
Caustic Soda- Brainard Chemical Company (.19 cents per pound)

Attachments

Memo Water Plant
Chemical Bid Sheet

Muskogee Water Treatment Plant



Date: 5/31/18
To: Greg Riley, George Kingston
From: Stephen Morton, Water Plant Superintendent
RE: 2018-2019 Chemical Bid Recommendations

Memo



Upon review of the recent chemical bid results, it is my recommendation to award all lowest bids with the exception of the our primary coagulant (Alum/polymer coagulant). My recommendation is to award this bid to D&F services. Pricing for all chemicals are as follows.

Chlorine - Brenntag Southwest..... (.3225 cents per pound)
Fluorosilicic Acid - Univar USA..... (.1550 cents per pound)
Poly- Phosphate - Hawkins..... (.338 cents per pound)
Poly Aluminum Chloride coagulant - D&F services..... (.2595 cents per pound)
Sodium Chlorite - Evoqua Water Technologies..... (.4450 cents per pound)
Ferric Chloride - Pennco..... (.118 cents per pound)
Caustic Soda - Brainard Chemical Company..... (.19 cents per pound)

D&F services was the third lowest price for our coagulant, however neither Hawkins, nor Chemtrade ran plant trials prior to bidding their product ,as is required per bid specs. We have used D&F services' product in the past with great results. There is also potential savings by using their product, by reducing the feed rate of the coagulant



Tabulation Sheet
City of Muskogee

Bid Item: Water Plant Chemicals 2018-19

Date: 5/11/2018

Department: Public Works - Water Plant

Approved by Purchasing: _____

Approved by City Council: _____

Vendors	Approx. 230,000 lbs Chlorine	Approx. 180,000 lbs Fluorosilicic Acid	Approx. 170,000 lbs Phosphate	Poly-	Approx. 1,000,000 lbs Alum./Polymer Coag.	Approx. 250,000 lbs Sodium Chlorite	Approx. 2,000,000 lbs Ferric Chloride	Approx. 1,500,000 lbs Caustic Soda
International Dioxide, Inc.	No Bid	No Bid	No Bid		No Bid	0.486	No Bid	No Bid
Shannon Chemical	No Bid	0.344	0.383		No Bid	No Bid	No Bid	No Bid
Chemtrade	No Bid	No Bid	No Bid		0.2570	No Bid	No Bid	No Bid
Kemira Water Solutions	No Bid	No Bid	No Bid		No Bid	No Bid	No Bid	No Bid
Solvay America	No Bid	0.1675	No Bid		No Bid	No Bid	No Bid	No Bid
Mosaic~Fishhawk	No Bid	0.195	No Bid		No Bid	No Bid	No Bid	No Bid
D & F Services	No Bid	No Bid	No Bid		0.2595	No Bid	No Bid	No Bid
Evoqua Water Technologies	No Bid	No Bid	No Bid		No Bid	0.4450	No Bid	No Bid
Univar USA	No Bid	0.1550	No Bid		No Bid	No Bid	No Bid	0.2117
DPC Industries	0.495	No Bid	No Bid		No Bid	No Bid	No Bid	0.2993
Geo Specialty Chemicals	No Bid	No Bid	No Bid		No Bid	No Bid	No Bid	No Bid
Carus Corporation	No Bid	No Bid	0.360		No Bid	No Bid	No Bid	No Bid
Hawkins Inc.	No Bid	No Bid	0.338		0.230	No Bid	No Bid	0.215
Pennco Inc.	No Bid	0.1745	No Bid		No Bid	No Bid	0.118	No Bid
Brenntag Southwest	0.3225	0.320	0.4225		0.2775	0.5475	0.1229	0.2125
Chemrite Inc.	No Bid	No Bid	0.342		No Bid	No Bid	No Bid	No Bid
Brainerd Chemical Company	No Bid	No Bid	No Bid		No Bid	No Bid	0.1325	0.19
Petra Chemical	No Bid	No Bid	No Bid		No Bid	No Bid	No Bid	0.237
USALCO	No Bid	No Bid	No Bid		No Bid	No Bid	No Bid	No Bid
Water Tech Inc.	No Bid	No Bid	No Bid		0.40	No Bid	0.1699	No Bid

Witnessed by: _____

Approved by: _____

ovals indicate recommended bid

highlights indicated lowest bid

Finance Committee**17.**

Meeting Date: 06/18/2018

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

Department: Public Works

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

Information**AGENDA ITEM TITLE:**

Consider approval of awarding a purchase from a National Joint Powers Alliance (Cooperative Purchasing) for a submersible hydraulic water pump to Thompson Pump in the amount of \$45,356.00, or take other necessary action. (Greg Riley)

BACKGROUND:

The 2017/18 budget included a new equipment item for a hydraulic submersible pump for Water Distribution. The pump will be used as needed for pumping during water line repairs. The National Joint Powers Alliance (NJPA) quote is \$45,356.00 from Thompson Pump. The City has successfully used the NJPA for purchases such as this in the past and this quote is under the budgeted amount.

RECOMMENDED ACTION:

Approve awarding the purchase of the hydraulic submersible pump to Thompson Pump in the amount of \$45,356.00.

Fiscal Impact**FUNDING SOURCE:**

Account #500-6540-461-64-50

Attachments

NJPA Pump Quote



4620 City Center Dr
Port Orange, Florida 32129
Phone: (386) 767-7310
www.thompsonpump.com

Sale Quotation

Quote #: Q-07363-1
Date: 4/23/2018 8:30 AM
Expires On: 5/23/2018
Lead Time: 12-14 Weeks (pending receipt of PO)

Bill To
City of Muskogee
1400 South C Street
Muskogee, OK 74402
US

Ship To
City of Muskogee
1400 South C Street
Muskogee OK 74402
Contact: Robert Swepston
Phone: (918) 684-6300

32HPU with 60HST

QTY	PART #	DESCRIPTION	NET PRICE	EXTENDED
1	32HPU-DJCS-423-M	32 HPU HYDRAULIC POWER UNIT	\$31,814.00	\$31,814.00
1	60HST	6" HYDRAULIC SUBMERSIBLE PUMP	\$6,197.00	\$6,197.00
32HPU with 60HST TOTAL:				\$38,011.00

Optional Accessories

QTY	PART #	DESCRIPTION	NET PRICE	EXTENDED
1	CPAUTOELECTRONICHPU	AUTO START/STOP CONTROL PANEL - ELECTRONIC HYDRAULIC POWER UNIT	\$4,249.00	\$4,249.00
1	TRAILERADD32HPU	TRAILER ADDER - 32HPU	\$1,896.00	\$1,896.00
Optional Accessories TOTAL:				\$6,145.00

Job Requirements: No specific duty point requested

Notes / Specification Variances:

FREIGHT: \$1,200.00

Customer PO #:

38,011.00
6,145.00
1,200.00
45,356.00

Signature: _____

Date: ____/____/____

Name (Print): _____

Title: _____

- All pumps are tested utilizing Hydraulic Institute standards. Thompson Pump is a member in good standing with the Contractor's Pump Bureau, the governing association of U.S. pump manufacturer standards. ISO 9001:2008 certified.
- **FOB:** Port Orange, FL.
- **TERMS:** Net 30 - pending credit approval.
- **WARRANTY:** One (1) year limited on new equipment. 30 day limited on used equipment.

Finance Committee**18.**

Meeting Date: 06/18/2018

Submitted For: Rex Eskridge, Police

Initiator: Gayle Johnson, Chief
Secretary

Department: Police

Staff Information Source:

Information**AGENDA ITEM TITLE:**

Consider approval of receiving donated funds for the month of April, 2018 in the amount of \$286.00 for the City's Animal Shelter Sponsorship Program as per the attached list, or take other necessary action.
(Rex Eskridge)

BACKGROUND:

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

RECOMMENDED ACTION:

Approve receiving donated funds for the month of April, 2018 in the amount of \$286.00 for the City's Animal Shelter Sponsorship Agenda Item Title.

Fiscal Impact**Attachments**April Donations

Animal Shelter Donations

April 2018

Tracey Coleman	\$	23.00
James Goodheart		20.00
Sandra Barney		65.00
Dylan Perry		10.00
Miriam Gonzalez		5.00
Kim Payton		5.00
Barbara McAlister		15.00
Marlene McBride		25.00
Christopher Jackson		10.00
Dottie Reeves		10.00
Wanda Winters		8.00
Oneta Bruner		10.00
Jeremy Estle		8.00
Martina Armas		5.00
Michael Pruel		14.00
Nellie Rose		20.00
Eric Thompson		8.00
Destinee Dunn		5.00
Catherine Clark		10.00
Jeff Hull		<u>10.00</u>
Total:	\$	286.00