

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
July 2, 2018
5:30 P.M. - City Council Chambers

1. Consider approval of Finance Committee minutes of June 18, 2018.
2. Consider approval of claims for all City departments June 14, 2018 through June 27, 2018.
3. Consider approval of a three (3) year agreement with Kansas City Aerosports to supply ballooning activities for the proposed Oklahoma Festival of Ballooning to be held at Hatbox Field, or take other necessary action. (Mark Wilkerson)

Finance Committee**1.**

Meeting Date: 07/02/2018
Initiator: Ashley Wallace, Office Adm 1
Department: City Clerk
Staff Information Source:

Information**AGENDA ITEM TITLE:**

Consider approval of Finance Committee minutes of June 18, 2018.

BACKGROUND:**RECOMMENDED ACTION:**

Fiscal Impact**Attachments**

06-18-2018 finmin

MINUTES
FINANCE COMMITTEE
June 18, 2018

The Finance Committee of the City of Muskogee, Oklahoma, met at 5:30 p.m. on Monday, June 18, 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 Dan Hall; Committee Member Wayne Johnson; Committee Member Derrick Reed; Committee Member Ivory Vann

Absent: Committee Member Marlon Coleman

Staff Present: Mike Miller, City Manager; Mike Stewart, Assistant City Manager; Roy Tucker, City Attorney; Tammy L. Tracy, City Clerk; Gary Garvin, City Planner; Greg Riley, Public Works Director; Matthew Beese, Assistant City Attorney; Mark Wilkerson, Parks & Recreation Director; Michael O'Dell, Fire Chief; Kelly Plunkett, Human Resources Director; Rex Eskridge, Police Chief; Marcie Gilliam, Strategic Financial Analyst; Jean Kingston, Treasurer

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

Motion was made by Mayor John R. Coburn, seconded by Committee Member Wayne Johnson to approve Finance Committee minutes of June 4, 2018.

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

Carried - Unanimously

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

Motion was made by Committee Member Patrick Cale, seconded by Committee Member Jaime Stout to approve claims for all City departments May 31, 2018 through June 13, 2018.

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

Carried - Unanimously

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

Planning Director Gary Garvin stated on November 13, 2017, City Council directed Staff to prepare a report reviewing zoning regulations from other cities, comparable in size to Muskogee, that classify and regulate daycare homes and daycare 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. Childcare centers not only need parking spaces, but also 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 daycare 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 ordinance for daycare 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 daycare. Staff was directed to invite a representative from DHS to speak and answer questions on State licensing requirements for daycare facilities. It was also requested that Staff provide the following information:

- A map displaying the locations of all licensed home daycares within the City limits, and
- Any traffic information available, and
- Zoning regulations and requirements for daycare 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 agreed to attend the Public Works meeting held on June 18, 2018 to discuss the licensing requirements for daycare homes within the State of Oklahoma. Staff has prepared a map displaying the locations of all licensed daycare homes and centers within the City limits. There are 21 daycare homes (seven (7) or fewer children) and 17 daycare centers (eight (8) or more children) for a total of 38 daycare facilities within the City limits. All of the daycare centers are zoned commercial, obtained a special exception within the multi-family zone under previous regulations, or are located within a church. Due to the size of the map, it was made available for review within Dropbox or a printed copy provided upon request. The only traffic information obtained from other cities was that some limit the number of vehicles per hour to daycare homes that are not zoned commercially. The additional information requested from surrounding cities and towns was 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 daycare home located within a residential neighborhood. However, if City Council wishes to proceed with amending the regulations, it is recommended to create a "Large Daycare Home" classification (up to twelve (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.

Jennifer Mallory Licensing Supervisor for DHS stated she is housed in Muskogee County and covers Muskogee County and Oklahoma City to McClain County.

Committee Member Patrick Cale is concerned if having a daycare home will supersede a City ordinance or City zoning requirement in terms of what is allowed per number of daycare children.

Ms. Mallory stated when DHS licenses a daycare home, although the applications are made through DHS, the applicants are instructed to contact their City to ensure proper zoning regulations are followed. DHS requirements do not include or address city zoning issues.

Committee Member Cale asked the maximum State requirements.

Ms. Mallory stated for a small family childcare home, the limit is one (1) to seven (7) children and for a large family childcare home a limit of eight (8) to twelve (12) children, dependent on the number assistants they have. The number of children allowed in a daycare business or facility will depend on the number of teachers, toilets, square footage, and sink ratio.

Committee Member Cale asked what defines a small and large daycare home.

Ms. Mallory stated square footage, professional development, and an assistant or assistants that can pass the qualifications and background checks. A large family daycare home does not mean they are required to have twelve (12) children, but that is the maximum. The square footage of a large home outdoor space has to be 75 square feet per child. Depending on the number of rooms being used, a large home might still be considered too small.

City Manager Mike Miller stated it is the responsibility of DHS to license the daycare and make sure it meets proper specifications and it is the City's responsibility to make sure the daycare is zoned properly.

Phillip Pack 4500 Denison St., Muskogee, Oklahoma stated he and his wife have lived in Muskogee almost 30 years. Two (2) and a half years ago they purchased a house on Denison and remodeled the home. Often, when Mr. Pack arrived home, he would notice a garbage bin on the north side of the road with a trash bag torn open. Month after month he would pick up the trash thinking someone is maliciously dumping litter, but found out an animal was the culprit. One day when Mr. Pack was home he noticed trash that was coming from Mrs. Logan's dumpster. They received a notice from City Council explaining that Ms. Logan was wanting to expand her daycare business. There is another home daycare next door to Ms. Logan and across the street from him. He feels if Ms. Logan is allowed to expand her daycare, what is to prevent the neighbor from doing the same thing. Mr. Pack stated these are good neighbors, but he did not spend five (5) years searching and saving and two (2) years of gutting and rebuilding his home in a nice quiet neighborhood only to have two (2) expanded daycare homes across the street.

CaSandra Logan, 4421 Denison St., Muskogee, Oklahoma stated she has no control over a dog tearing through her garbage or a storm blowing her garbage around. Ms. Logan would like to see the zoning be approved. She feels her house is big enough and she has a nice yard. Committee Member Ivory Vann went by Ms. Logan's house to see what the home

looked like and agreed it is a nice home.

Committee Member Patrick Cale stated it pleases him to hear the good will and the compliments neighbors have for one another.

Jim Ritchey, 4410 Denison, Muskogee, Oklahoma stated he has lived on Denison since December of 2006. He moved to the neighborhood from 15th Street and Denison. He feels Honor Heights is a nice, quiet neighborhood and always has been. He opposes rezoning a residential neighborhood. He feels Ms. Logan is a great neighbor, but is opposed to having more children and more cars driving up and down the street. It is a quiet neighborhood and he would like to keep it that way. Mr. Ritchey is requesting the neighborhood not be rezoned.

Committee Member Ivory Vann asked Mr. Garvin what information he found on the traffic study.

Mr. Garvin stated the only information found was that a couple of cities limit the number of trips to and from a daycare during a certain timeframe. There has not been a traffic study done for any type of daycare in a residential neighborhood.

Mr. Vann asked Ms. Logan how her children get to and from her daycare.

Ms. Logan stated she picks them up and drops them off unless there are newcomers.

Mr. Vann stated when he was at Ms. Logan's house and it is one of the nicest homes in Honor Heights. He feels if this zoning was trying to go through in another part of town this would not be an issue.

Mr. Cale stated this is simply an issue of rezoning a residential area into commercial. He feels this Body would not approve rezoning any residential area into a commercial area.

Motion was made by Mayor John R. Coburn, seconded by Committee Member Wayne Johnson to approve making no change on zoning requirements for home daycare classification.

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

NAY: Committee Member Ivory Vann

Carried

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)

Assistant Planning Director Tish Callahan stated 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 and 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.

Motion was made by Committee Member Wayne Johnson, seconded by Committee Member Dan Hall to approve 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.

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

Carried - Unanimously

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)

City Attorney Roy Tucker stated 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. Mr. Gilliard's 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 May 31, 2018 are \$18,604.67.

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

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

Carried - Unanimously

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)

City Attorney Roy Tucker stated 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.

Motion was made by Committee Member Wayne Johnson, seconded by Committee Member Dan Hall to approve 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.

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

Carried - Unanimously

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)

City Attorney Roy Tucker stated in 2007, four (4) 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 (4) lawsuits. Each lawsuit alleges similar acts by the City and is subject to similar defenses.

Motion was made by Committee Member Wayne Johnson, seconded by Deputy Mayor Janey Boydston to approve 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.

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

Carried - Unanimously

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

City Attorney Roy Tucker stated in 2007, 2011, and 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 the Defendant. This is a renewal of an agreement that expires on June 30, 2019. The attached agreement provides for representation of the seven (7) lawsuits.

Motion was made by Committee Member Wayne Johnson, seconded by Committee Member Dan Hall to approve a Professional Service Agreement with Cate and Hammons Law Firm to provide representation for the City of Muskogee in seven (7) inverse condemnation lawsuits filed in Muskogee County District Court; Michael & Lori Carmen v. City of Muskogee, Case No. CJ-2011-168; Stanley & Linda Clark v. City of Muskogee, Case No. CJ-2011-164; W.C. Cochran v. City of Muskogee, Case No. CJ-2011-466; Harold & LeAnne Cox v. City of Muskogee, Case No. CJ-2011-465; Jerry & Marie Maxey v. City of Muskogee, CJ-11-469, Bobby & Linda Scoggins v. City of Muskogee, CJ-11-467; Crystal Thompson v. City of Muskogee, CJ-11-478, and the Civil case titled Lois Ivey v City of Muskogee, CV-07-1730, and authorize the Mayor and City Clerk to execute the agreement.

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

Carried - Unanimously

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)

City Attorney Roy Tucker stated 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. This 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, or 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.

Motion was made by Committee Member Dan Hall, seconded by Committee Member Jaime Stout to approve renewing 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.

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

Carried - Unanimously

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)

City Attorney Roy Tucker stated 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. This is a decrease from the previous fiscal year due to the Honeywell equipment insurance requirement falling off of the policy. All claims have a \$5,000.00 deductible.

Motion was made by Committee Member Wayne Johnson, seconded by Committee Member Dan Hall to approve renewing 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.

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

Carried - Unanimously

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)

Public Works Director Greg Riley stated 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 Construction was the most complete, economical, and responsive and meets the requirements for the City.

Bid Tabulation sheet is attached along with unit price comparison for reference

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

Motion was made by Committee Member Wayne Johnson, seconded by Committee Member Dan Hall to approve awarding construction contract to Tonto Construction Inc., for the Junction Area Wastewater Collection System Improvements in the amount of \$249,690.00.

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

Carried - Unanimously

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)

Public Works Director Greg Riley stated 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 the most complete, economical, and responsive and meets the requirements for the City.

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

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

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

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

Carried - Unanimously

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)

Public Works Director Greg Riley stated 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 the most complete, economical, and responsive and meets the requirements for the City.

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

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

Motion was made by Committee Member Wayne Johnson, seconded by Committee Member Jaime Stout to approve awarding a construction contract to L & L Construction for the Phase I Wastewater Treatment Plant Improvements in the amount of \$2,843,375.00.

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

Carried - Unanimously

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)

Public Works Director Greg Riley stated this project includes replacing the LED signal heads at 32nd and Broadway Streets, York and Chandler Streets, 32nd and Shawnee Streets, 32nd and West Okmulgee Streets, York and Shawnee Streets, and Main and Shawnee Streets. Backplates are being added at 32nd and Broadway Streets and York and Chandler Streets. There will also be upgrading at the pedestrian crossings on York and Chandler Streets to countdown LED signals. The heads at these intersections are aging and becoming dim warranting this project to upgrade these signals. This is budgeted in the Signal Repair and Maintenance account.

Motion was made by Deputy Mayor Janey Boydston, seconded by Committee Member Wayne Johnson to approve awarding lowest bid to Midstate Traffic Control in the amount of \$39,520.00 for LED and Backplate Signal Project.

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

Carried - Unanimously

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)

Public Works Director Greg Riley stated Key Equipment withdrew their bid of \$47,759.00.

Motion was made by Committee Member Wayne Johnson, seconded by Committee Member Jaime Stout to approve awarding to the lowest/best bid to ICM in the amount of \$53,940.00 for Hydro Excavator with Fire Hydrant Valve Exerciser.

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

Carried - Unanimously

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)

Public Works Director Greg Riley stated all of the lowest bids are acceptable for the Water Treatment Chemicals except coagulant. D&F Services was the third lowest price for coagulant, however Hawkins nor Chemtrade ran plant trials prior to bidding their product as is required per bid specs. D&F Services' products have been utilized in the past with great results. There is also potential savings in using their product by reducing the feed rate of the coagulant. Therefore, it is recommended to accept 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)

Motion was made by Committee Member Dan Hall, seconded by Deputy Mayor Janey Boydston to approve 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.

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

Carried - Unanimously

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)

Public Works Director Greg Riley stated The 2017/2018 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.

Motion was made by Committee Member Wayne Johnson, seconded by Deputy Mayor Janey Boydston to approve 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.

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

Carried - Unanimously

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)

Motion was made by Committee Member Dan Hall, seconded by Committee Member Jaime Stout to approve 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.

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

Carried - Unanimously

CHAIRMAN DERRICK REED
FINANCE COMMITTEE

finmin
TT/aw

Finance Committee

2.

Meeting Date: 07/02/2018

Initiator: Donnie Wimbley, Purchasing Director

Department: Purchasing

Staff Information Source:

Information

AGENDA ITEM TITLE:

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

BACKGROUND:

RECOMMENDED ACTION:

Fiscal Impact

Attachments

Claims List

CITY OF MUSKOGEE CLAIMS
JUNE 14 TO JUNE 27, 2018

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

CITY OF MUSKOGEE CLAIMS
JUNE 14 TO JUNE 27, 2018

CHECK NO	VENDOR NO	VENDOR NAME	CHECK DATE	CHECK AMOUNT
199662	1057	BSN SPORTS	6/15/2018	28.96
199663	586	CAGLE'S FLOWERS & GIFTS	6/15/2018	64.95
199664	488	CAMPBELL WHOLESALE CO INC	6/15/2018	639.63
199665	294	CDW GOVERNMENT INC	6/15/2018	236.40
199666	2649	CHANDLER ROAD DONUTS	6/15/2018	12.80
199667	820	CHIEF FIRE & SAFETY	6/15/2018	965.00
199668	3024	CHRIS DEAN	6/15/2018	378.00
199669	5385	CHUPP IMPLEMENT COMPANY	6/15/2018	78.58
199670	3442	CITY OF MUSKOGEE FOUNDATION	6/15/2018	5,287.36
199671	4738	CITYWIDE PROPERTY MAINTENANCE	6/15/2018	1,813.91
199672	4738	CITYWIDE PROPERTY MAINTENANCE	6/15/2018	1,955.48
199673	125	CLARISSA WELCH	6/15/2018	45.00
199674	3626	CLARK EQUIPMENT	6/15/2018	300.00
199675	472	CLEET	6/15/2018	8,103.47
199676	1560	THE COLLISION CENTER OF MUSKOG	6/15/2018	4,241.60
199677	5013	COOK CONSULTING LLC	6/15/2018	10,060.00
199678	2292	CORE & MAIN LP	6/15/2018	20.83
199679	522	CORPORATE TO CASUAL SCREEN PRI	6/15/2018	147.00
199680	5020	COWAN GROUP ENGINEERING LLC	6/15/2018	40,435.00
199681	3154	CREATIVE APPAREL AND MORE INC	6/15/2018	7,445.20
199682	101	CROWL OIL CO INC	6/15/2018	1,098.00
199683	5277	D&D AG SERVICE LLC	6/15/2018	10,400.00
199684	4311	DAVID'S DISCOUNT TIRES INC	6/15/2018	517.46
199685	26	DELL MARKETING LP	6/15/2018	2,224.69
199686	262	DEPARTMENT OF ENVIRONMENTAL Q	6/15/2018	1,794.00
199687	262	DEPARTMENT OF ENVIRONMENTAL Q	6/15/2018	748.11
199688	117	DILLON SWAIM	6/15/2018	279.00
199689	2506	DIPPIN' DOTS INC	6/15/2018	3,520.30
199690	4263	DIRECTV LLC	6/15/2018	77.99
199691	170	EAST CENTRAL ELECTRIC	6/15/2018	18.87
199692	5378	JAMES E. EVANS II	6/15/2018	670.00
199693	1595	EVERYMAN'S OPTION LLC	6/15/2018	2,610.00
199694	953	EXPRESS EMPLOYMENT PROFESSIONA	6/15/2018	4,840.50
199695	29	FASTENAL COMPANY	6/15/2018	132.36
199696	133	FIVE STAR OFFICE SUPPLY	6/15/2018	769.25
199697	3509	FLEETPRIDE INC	6/15/2018	495.00
199698	1424	FRONTIER EQUIPMENT	6/15/2018	392.50
199699	1636	FUN EXPRESS LLC	6/15/2018	345.22
199700	2764	GRISSOMS LLC	6/15/2018	5,449.94
199701	337	HACH COMPANY	6/15/2018	1,721.45

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CHECK NO	VENDOR NO	VENDOR NAME	CHECK DATE	CHECK AMOUNT
199702	4271	NEIL HANCE	6/15/2018	1,500.00
199703	344	HARCROS CHEMICALS INC	6/15/2018	2,361.50
199704	40	HARRISON TIRE & SUPPLY	6/15/2018	35.00
199705	554	HAYNES EQUIPMENT COMPANY	6/15/2018	10,356.00
199706	5377	TONY HENSON	6/15/2018	635.00
199707	181	HIX AIR CONDITIONING SERVICE	6/15/2018	434.00
199708	289	HOLLOWAY UPDIKE AND BELLEN INC	6/15/2018	3,075.00
199709	289	HOLLOWAY UPDIKE AND BELLEN INC	6/15/2018	111,900.00
199710	1414	HOMELAND STORES INC	6/15/2018	310.62
199711	111	HUGHES LUMBER CO	6/15/2018	233.49
199712	5412	JACOB LESTER HUNN III	6/15/2018	120.00
199713	427	INCOR	6/15/2018	2,187.00
199714	5405	INNOVATIVE SOLUTION ADVISORS L	6/15/2018	1,576.88
199715	5103	JACK HOOPES	6/15/2018	2.59
199716	117	JEFF LESTER	6/15/2018	41.84
199717	117	JIM RUSTY HARRIS	6/15/2018	45.20
199718	5305	JOHN V TEDESCO DO PA	6/15/2018	2,000.00
199719	983	JOHNSON'S SERVICE COMPANY	6/15/2018	425.00
199720	3024	JOSH SMITH	6/15/2018	653.00
199721	3024	JUSTIN WARDOUR	6/15/2018	378.00
199722	4467	KEVIN HERON TOOLS - SNAP ON	6/15/2018	418.74
199723	53	LAKE REGION ELECTRIC COOPERATI	6/15/2018	609.07
199724	4855	KELSEY LAMB	6/15/2018	180.00
199725	5407	ZACHARY LEWIS	6/15/2018	180.00
199726	5391	JOSHUA KEITH LINN	6/15/2018	400.00
199727	399	LOCKE SUPPLY CO	6/15/2018	3,619.61
199728	661	LOVE BOTTLING CO - #170700	6/15/2018	1,482.29
199729	627	LOVE BOTTLING CO - #237600	6/15/2018	693.56
199730	56	LOWES	6/15/2018	0.00
199731	56	LOWES	6/15/2018	3,449.05
199732	4246	MARVIN'S MOWERS AND OUTDOOR L	6/15/2018	321.44
199733	5379	RODNEY L. MATHEWS	6/15/2018	690.00
199734	2654	MATLOCK SECURITY SERVICES	6/15/2018	90.00
199735	5332	MAZZIO'S LLC	6/15/2018	77.34
199736	3757	MHC KENWORTH - TULSA	6/15/2018	693.05
199737	2802	MOORE MEDICAL LLC	6/15/2018	2,082.70
199738	194	MORGAN SERVICES COMPANY LLC	6/15/2018	450.00
199739	1631	MURPHY SANITARY SUPPLY	6/15/2018	346.54
199740	5195	MUSCOGEE STAFFING SOLUTIONS, L	6/15/2018	1,313.29
199741	110	MUSKOGEE CHAMBER OF COMMERCI	6/15/2018	103,083.32

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

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

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

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

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

CITY OF MUSKOGEE CLAIMS
JUNE 14 TO JUNE 27, 2018

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

CITY OF MUSKOGEE CLAIMS
JUNE 14 TO JUNE 27, 2018

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

CITY OF MUSKOGEE CLAIMS
JUNE 14 TO JUNE 27, 2018

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

Finance Committee**3.**

Meeting Date: 07/02/2018
Initiator: Mark Wilkerson, Parks Director
Department: Parks & Recreation
Staff Information Source:

Information**AGENDA ITEM TITLE:**

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

BACKGROUND:

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

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

Please see attachment for scope of services and qualifications.

RECOMMENDED ACTION:

Approve contract with Kansas City Aerosports as recommended by Staff.

Fiscal Impact**FUNDING SOURCE:**

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

Attachments

contract
KCA proposal
Ok Liv Aug 1027

Oklahoma Festival of Ballooning

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

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

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

1. Event.

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

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

2. Service.

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

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

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

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

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

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

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

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

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

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

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

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

3. Marketing Materials and Approvals.

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

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

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

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

5. Indemnification. To the extent permitted by law:

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

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

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

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

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

\$25,000.00 – Property Damage

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

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

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

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

9. Termination.

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

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

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

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

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

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

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

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

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

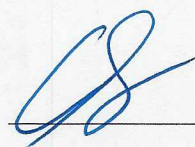
16. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

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

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

KC AEROSPORTS

 Pres. 6/26/18

CITY OF MUSKOGEE

John R. Coburn, Mayor

Attest:

Tammy L. Tracy, City Clerk

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

Roy D. Tucker, City Attorney



HOT AIR BALLOON EVENT MANAGEMENT

Oklahoma Festival of Balloons

Oklahoma State Championship

Muskogee, Oklahoma August 17th-18th 2018

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

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

Expansive Social Media of Another Kind

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

Our Experience Saves You Time, Money, and Energy

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

458

Hot Air Balloon Teams

18

Events

650,000

Attendees

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

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

















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



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

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

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

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

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

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

EVENT MARKETING AND PROMOTION:

Social media plan with local support and sharing of posts and promotional content (Facebook Live, Twitter,)	X

ADDITIONAL EVENT ACTIVITY provided by Kansas City Aerosports

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

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Soaring Over Oklahoma

Hot air balloon festivals offer colorful views and family fun.

< OKLAHOMA STORIES | August 2017 | Laura Araujo

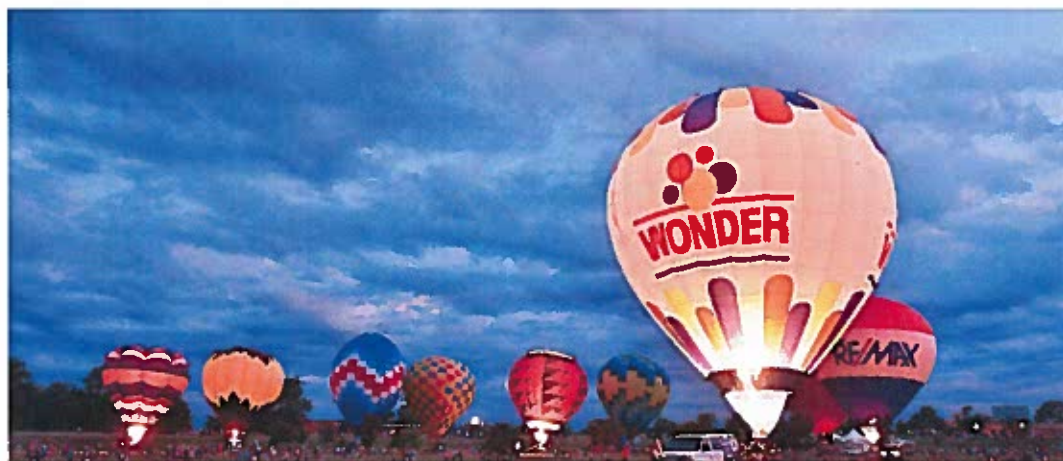


Photo by Laura Araujo

Story Highlights

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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