

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

AGENDA
PUBLIC WORKS COMMITTEE
MARCH 11, 2024

Official action can only be taken on items which appear on the agenda. The public body may adopt, approve, ratify, deny, defer, recommend, amend, strike, or continue any agenda item.

When more information is needed to act on an item, the public body may refer the matter to Staff or back to Committee or the recommending body.

Under certain circumstances, items are deferred to a specific date or stricken from the agenda entirely.

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

1. Consider approval of Public Works Committee minutes of February 12, 2024, or take other necessary action.
2. Consider approval of Ordinance No. 4225-A, an ordinance amending the City of Muskogee Code of Ordinances, Chapter 90, Zoning Regulations; Article XII, On-Site Development Standards; Section 04-05(a) Fences in Residential Districts, providing for Repealer, Severability, and Setting an Effective Date, or take other necessary action. (Committee Member Jamie Stout)
3. Consider approval of Ordinance 4229-A, an Ordinance of the City of Muskogee, by Amending Chapter 2, Administration, Article V. Boards and Commissions, Division 12 Municipal Employees Retirement Board; Section 2-470, Established; Functions and Duties; Meetings; Quorum; Section 2-471, Membership, Election and Qualifications; Section. 2-472, Terms and Representation By Department; Providing for Codification, Repealer, Severability and Setting an Effective Date. (Maggie Eaton)
4. Consider approval of amended City Council Policy 3-1-1, Affirmative Action Plan, for FY 2022-2023, or take other necessary action. (Maggie Eaton)

5. Consider approval of Resolution No. 2977 amending Appendix A.--Schedule of Fees and Charges, to the City of Muskogee Code of Ordinances (Wholesale Customers Water Rates), or take other necessary action. (Mike Miller)
6. Receive report on the upcoming annual Azalea Cleanup, to take place March 20th through March 23rd, or take other necessary action. (Mike Stewart)
7. Consider approval of the use of the Muskogee-Davis Regional Airport for a TORA! TORA! TORA! event sponsored by Davis Field Aviation, our FBO operator at the airport, with financial and promotional support from Visit Muskogee, or take other necessary action. (Mike Stewart)
8. Consider approval of the purchase of 112 two-yard dumpsters from Wastequip, for a total amount of \$53,483.00, via the Sourcewell Purchasing Agreement, RFP #040621, or take other necessary action. (Mike Stewart)
9. Receive report on street rehabilitation projects funded by the 2019 CIP street sales tax, or take other necessary action. (Mike Stewart)
10. Consider approval for the City of Muskogee to submit a Notice of Intent to seek potential funding for the Meadows Subdivision Flood Mitigation Study, in the amount of \$150,000.00, and the Citywide Stormwater Management Plan, in the amount of \$500,000.00, to accept said grant funds if awarded, and use of the matching grant funds in the amount of \$187,500 for these grants, or take other necessary action. (Mike Stewart)
11. Consider approval of the lowest and best bid in the amount of \$2,270,998.50, Subtotal Base plus Add Alt. No. 1 Bid, from Cook Consulting, LLC, for Waterline Interconnects Package "D", Project No. 2022024, as recommended by Cowan Group Engineering, or take other necessary action. (Mike Stewart)
12. Discuss a forensic audit of the City of Muskogee financial records, or take other necessary action. (Committee Member Traci McGee)

RECOGNIZE CITIZENS WISHING TO SPEAK TO CHAIRMAN AND COMMITTEE MEMBERS.

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

Public Works Committee

1.

Meeting Date: 03/11/2024
Initiator: Jennifer Sharp, Admin II
Department: City Clerk
Staff Information Source:

Information

AGENDA ITEM TITLE:

Consider approval of Public Works Committee minutes of February 12, 2024, or take other necessary action.

BACKGROUND:

RECOMMENDED ACTION:

Fiscal Impact

Attachments

2-12 pw min

MINUTES

OF THE PUBLIC WORKS COMMITTEE OF THE CITY OF MUSKOGEE, OKLAHOMA MET IN REGULAR SESSION IN COUNCIL CHAMBERS OF CITY HALL FEBRUARY 12, 2024

The Public Works Committee of the City of Muskogee, Oklahoma, met in Regular Sessions at 5:30 p.m., February 12, 2024, in Council Chambers, Municipal Building, 229 W. Okmulgee Ave., Muskogee, Oklahoma.

Present: Vice Mayor Derrick Reed; Committee Member Jaime Stout; Committee Member Alex Reynolds; Chair Tracy Hoos; Committee Member Shirley Hilton-Flanary; Committee Member Perline Boyattia-Craig; Committee Member Patrick Cale

Absent: Mayor Marlon J. Coleman; Committee Member Traci McGee

Staff Mike Miller, City Manager; Roger Kolman, Assistant City Manager; Katrina

Present: Bodenhamer, City Attorney; Tammy L. Tracy, City Clerk; Kenna Terrell, Deputy City Clerk; Mike Stewart, Public Works Director; Jeff Reeves, Project Manager; Maggie Eaton, Human Resources Director; Avery Rigney, Assistant Public Works Director; Mark Wilkerson, Parks & Recreation Director; Tera Shows, Media Relations Manager; Chad Farmer, Deputy Police Chief; Brooke Hall, Asst. Director of Parks & Recreation; Jeff Lee, Garage Supervisor; Chris Cummings, IT Director

1. Consider approval of Public Works Committee minutes of January 8, 2024, or take other necessary action.

Motion was made by Committee Member Shirley Hilton-Flanary, seconded by Committee Member Jaime Stout to approve of Public Works Committee minutes of January 8, 2024.

AYE: Vice Mayor Derrick Reed, Committee Member Jaime Stout, Committee Member Alex Reynolds, Chair Tracy Hoos, Committee Member Shirley Hilton-Flanary, Committee Member Perline Boyattia-Craig, Committee Member Patrick Cale

Carried - Unanimously

2. Consider approval of Ordinance No. 4224-A, an ordinance amending the City of Muskogee Code of Ordinances, by amending Chapter 82, Utilities, Article VI, Refuse Collection, Section 82-743, Other Trash Containers, Adding Repealer, Severability and Setting an Effective Date, or take other necessary action. (Mike Stewart)

Assistant Public Works Director Avery Rigney explained in October 2022, City Council passed an ordinance amending the process for additional bag pick-up service. He stated at that time, a section of the ordinance was not repealed. This amendment corrects this oversight and brings the ordinance into compliance. Staff recommended approval.

Motion was made by Committee Member Shirley Hilton-Flanary, seconded by Committee Member Jaime Stout to approve Ordinance No. 4224-A, an ordinance amending the City of Muskogee Code of Ordinances, by amending Chapter 82, Utilities, Article VI, Refuse Collection, Section 82-743, Other Trash Containers, Adding Repealer, Severability and Setting an Effective Date.

AYE: Vice Mayor Derrick Reed, Committee Member Jaime Stout, Committee Member Alex Reynolds, Chair Tracy Hoos, Committee Member Shirley Hilton-Flanary, Committee Member Perline Boyattia-Craig, Committee Member Patrick Cale

Carried - Unanimously

3. Consider approval of Resolution No. 2975 declaring the property located at 1016 South C Street in the City of Muskogee as surplus property, and authorize the City Manager to negotiate and execute a Quit Claim Deed for the subject property, or take other necessary action. (Jody King)

Motion was made by Committee Member Jaime Stout, seconded by Committee Member Perline Boyattia-Craig to approve Resolution No. 2975 declaring the property located at 1016 South C. Street in the City of Muskogee as surplus property, and authorize the City Manager to negotiate and execute a Quit Claim Deed for the subject property.

AYE: Vice Mayor Derrick Reed, Committee Member Jaime Stout, Committee Member Alex Reynolds, Chair Tracy Hoos, Committee Member Shirley Hilton-Flanary, Committee Member Perline Boyattia-Craig, Committee Member Patrick Cale

Carried - Unanimously

4. Consider approval of final payment to TLS Group, Inc., in the amount of \$71,036.27, for Four Corners Signalization, Project No. 2016040, or take other necessary action. (Mike Stewart)

Project Manager Jeff Reeves stated the Four Corners Project has been completed. The project included new sidewalk and wheelchair ramps, traffic signal improvements, traffic striping improvements, and traffic signage improvements. Staff recommended approval.

Motion was made by Committee Member Jaime Stout, seconded by Committee Member Shirley Hilton-Flanary to approve final payment to TLS Group, Inc., in the amount of \$71,036.27, for Four Corners Signalization, Project No. 2016040.

AYE: Vice Mayor Derrick Reed, Committee Member Jaime Stout, Committee Member Alex Reynolds, Chair Tracy Hoos, Committee Member Shirley Hilton-Flanary, Committee Member Perline Boyattia-Craig, Committee Member Patrick Cale

Carried - Unanimously

5. Consider approval of final payment to Mason Enterprise Group, in the amount of \$3,519.00, for Sewer Plant Chiller, Project No. 2022038, or take other necessary action. (Mike Stewart)

Project Manager Jeff Reeves stated the chiller plant project has been completed with the installation of service line connections, a new HVAC unit, and new supply lines. Staff recommended approval.

Motion was made by Committee Member Jaime Stout, seconded by Committee Member Shirley Hilton-Flanary to approve of final payment to Mason Enterprise Group, in the amount of \$3,519.00, for Sewer Plant Chiller, Project No. 2022038.

AYE: Vice Mayor Derrick Reed, Committee Member Jaime Stout, Committee Member Alex Reynolds, Chair Tracy Hoos, Committee Member Shirley Hilton-Flanary, Committee Member Perline Boyattia-Craig, Committee Member Patrick Cale

Carried - Unanimously

6. (No Action) Receive an update from the City of Muskogee Health Committee regarding renewals for Plan Year 2024, and take other necessary action. (Maggie Eaton)

Human Resources Director Maggie Eaton presented information regarding Plan Year 2024 renewals.

7. Consider approval of the appointment of Joy Sloan to the Parks and Recreation Board, to serve a four (4) year term, filling the expiring term of Evelyn Hibbs, beginning March 1, 2024, and ending February 29, 2028, or take other necessary action. (Councilor Perline Boyattia-Craig)

Motion was made by Committee Member Perline Boyattia-Craig, seconded by Vice Mayor Derrick Reed to approve of the appointment of Joy Sloan to the Parks and Recreation Board, to serve a four (4) year term, filling the expiring term of Evelyn Hibbs, beginning March 1, 2024, and ending February 29, 2028.

AYE: Vice Mayor Derrick Reed, Committee Member Jaime Stout, Committee Member Alex Reynolds, Chair Tracy Hoos, Committee Member Shirley Hilton-Flanary, Committee Member Perline Boyattia-Craig, Committee Member Patrick Cale

Carried - Unanimously

RECOGNIZE CITIZENS WISHING TO SPEAK TO CHAIRMAN AND COMMITTEE MEMBERS.

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

Kimbra Scott, Port of Muskogee, spoke to clarify details regarding the new Stardust Power company coming to Muskogee.

There being no further business, the meeting was adjourned.

CHAIR TRACY HOOS
PUBLIC WORKS COMMITTEE

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Public Works Committee

2.

Meeting Date: 03/11/2024
Initiator: Jody King, Planning Director
Department: Planning Dept
Staff Information Source:

Information

AGENDA ITEM TITLE:

Consider approval of Ordinance No. 4225-A, an ordinance amending the City of Muskogee Code of Ordinances, Chapter 90, Zoning Regulations; Article XII, On-Site Development Standards; Section 04-05(a) Fences in Residential Districts, providing for Repealer, Severability, and Setting an Effective Date, or take other necessary action. (Committee Member Jamie Stout)

BACKGROUND:

Currently, the City of Muskogee Zoning Code allows for privacy fences to be at a maximum height of six (6) feet on the sides and rear of a structure. This ordinance will amend Section 90-12-04-05(a) changing the height maximum from six to eight feet tall for privacy fences. This amendment will give residents more privacy on their property, options when deciding on how tall of a fence they may want, and will help to block out unattractive nuisances from surrounding neighbors.

RECOMMENDED ACTION:

Approve Ordinance

Fiscal Impact

Attachments

Ordinance 4225-A

ORDINANCE NO. 4225-A

AN ORDINANCE AMENDING THE CITY OF MUSKOGEE CODE OF ORDINANCES BY AMENDING CHAPTER 90, ZONING REGULATIONS; ARTICLE XII, ON-SITE DEVELOPMENT STANDARDS; SECTION 04-05(a) FENCES IN RESIDENTIAL DISTRICTS.

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

Section 1. Chapter 90, Zoning Regulations; Article XII, On-Site Development Standards; Section 04-05(a) Fences in Residential Districts, which shall be amended to read as follows, to-wit:

90-12-04. ACCESSORY STRUCTURES AND USES

5. Fences in Residential Districts

- a. Fences or walls, to a maximum height of ~~six (6)~~ eight (8).

Section 2. REPEALER. All other ordinances or parts of ordinances in direct conflict herewith are repealed to the extent of the conflict only.

Section 3. SEVERABILITY. Should any part section, subsection, sentence, provision, clause or phrase hereof be held invalid, void, or unconstitutional for any reason, such holding shall not render invalid, void, or unconstitutional any other section, subsection, sentence, provision, clause, or phrase of this ordinance, and the same are deemed severable for this purpose.

Section 4. EFFECTIVE DATE. This ordinance shall take effect thirty (30) days after its publication as provided by law.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MUSKOGEE, OKLAHOMA, THIS, ____ DAY OF MARCH, 2024.

MARLON J. COLEMAN, MAYOR

ATTEST:

TAMMY L. TRACY, CITY CLERK

(SEAL)

APPROVED as to form and legality this ____ day of _____, 20____.

KATRINA BODENHAMER, CITY ATTORNEY

Public Works Committee

3.

Meeting Date: 03/11/2024
Initiator: Katrina Bodenhamer, City Attorney
Department: Personnel
Staff Information Source:

Information

AGENDA ITEM TITLE:

Consider approval of Ordinance 4229-A, an Ordinance of the City of Muskogee, by Amending Chapter 2, Administration, Article V. Boards and Commissions, Division 12 Municipal Employees Retirement Board; Section 2-470, Established; Functions and Duties; Meetings; Quorum; Section 2-471, Membership, Election and Qualifications; Section. 2-472, Terms and Representation By Department; Providing for Codification, Repealer, Severability and Setting an Effective Date. (Maggie Eaton)

BACKGROUND:

The Municipal Employees Retirement Board has been inactive for the past few years and there are currently no sitting board members. This proposed amendment would move the election of board members from December to April to enable convening a committee by election in April of 2024. This proposed Amendment would also remove the requirement that a city council member be on the board, and have all board members be elected by city employees.

RECOMMENDED ACTION:

Approve the Ordinance.

Fiscal Impact

Attachments

Ordinance 4229-A Municipal Employees Retirement Board

ORDINANCE NO. 4229-A

AN AMENDED ORDINANCE OF THE CITY OF MUSKOGEE, OKLAHOMA, BY AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE V. BOARDS AND COMMISSIONS, DIVISION 12 MUNICIPAL EMPLOYEES RETIREMENT BOARD; SECTION 2-470, ESTABLISHED; FUNCTIONS AND DUTIES; MEETINGS; QUORUM; SECTION 2-471, MEMBERSHIP, ELECTION AND QUALIFICATIONS; SECTION. 2-472, TERMS AND REPRESENTATION BY DEPARTMENT; PROVIDING FOR CODIFICATION, REPEALER, SEVERABILITY AND SETTING AN EFFECTIVE DATE.

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

Section 1. The City Code of Ordinances, Chapter 2, Administration, Article V, Boards and Commission, Division 12, Municipal Employees Retirement Board, Section 2-470, Established; Functions and Duties; Meetings; Quorum; Section 2-471, Membership, Election and Qualifications; Section. 2-472, Terms and Representation by Department which shall read as follows, to-wit:

SECTION. 2-470. ESTABLISHED; FUNCTIONS AND DUTIES; MEETINGS; QUORUM.

- (a) The municipal employees retirement board, hereinafter called "the board," is hereby established to represent the interest of the member employees of the Employees Retirement System, Defined Contribution Plan, of the City of Muskogee, Oklahoma, as provided for in section 62-135, hereinafter called "retirement system." A member employee is one and the same as defined in Ordinance No. 3640-A. The board shall function in an advisory capacity to the city council. The board may make recommendations regarding desired changes to the Defined Contribution Plan. The board may make recommendations regarding desired changes to the plans and allow members an opportunity to comment on said changes. The board shall review and make recommendations regarding any ordinance or resolution which would amend the retirement system. The board may also review and make recommendations regarding the performance of the investment manager of the plans.
- (b) The board shall meet once each quarter. Any employee covered by the retirement program can place an item on the board's agenda for consideration. Copies of the minutes of all meetings are to be submitted to the city council.

- (c) A quorum shall consist of four of the voting members, and a majority vote is required from the members present.

Sec. 2-471. Membership, election, and qualifications.

- (a) The municipal employee retirement board shall consist of:
- (1) Seven voting members elected as provided in this section;
 - (2) The city clerk, the city treasurer and the authorized agent of the retirement system as ex officio nonvoting members; and
 - ~~(3) A member appointed by and from city council.~~

~~The city council member shall be the chairman of the board and vote in case of a tie only. In the absence of the chairman, the board shall elect a temporary chairman from the ex officio members.~~ The Chairperson of the Committee shall be elected biannually at the first meeting of the fiscal year, from the membership, and shall serve a term of two (2) years. In the absence of the chairman, the board shall elect a temporary chairman from the ex officio members. Members are not limited to the number of terms they may serve as Chairperson. It shall be the duty of the Chairperson to preside at all meetings of the Committee, call meetings and perform other such duties as determined by the Committee. The meetings shall be conducted in accordance with Robert's Rules of Order Revised, 1915 (Fourth) Edition.

- (b) An election will be held on the second ~~Thursday~~ Tuesday in ~~December~~ April between the hours of 8:00 a.m. and 5:00 p.m. A petition for candidates to sign will be posted in the office of the city clerk for five working days prior to the election which shall be removed at 5:00 p.m. ~~Tuesday~~ on the Friday prior to the election.
- (c) The qualifications to serve as an elected member of the board shall be:
- (1) A fulltime employee of the city for at least one year prior to the posting period;
 - (2) A member of the retirement system or active participant in the plans;
 - (3) Employed within the department from which elected;
 - (4) For the vested position, the member must be vested under the terms of the plan by the end of the posting period, or for the nonvested position, the member must be nonvested at the time of the election. A nonvested member that becomes vested during the term does not forfeit the position.
- (d) Voting will be at large for all positions. If a candidate does not receive more than 50 percent of the votes, a runoff election will be held the following Monday between the hours of 8:00 a.m. and 5:00 p.m.

Sec. 2-472. Terms and representation by department.

- (a) Terms of members of the municipal employees retirement board shall commence on ~~January 1~~ May 1 and expire on ~~December 31~~ April 30 for each respective year.
- (b) After the initial term, each position will serve a four-year term. Term limits will be staggered so two positions would become vacant each year with only one position

vacant every fourth year. A vested and a nonvested position would be open every year except the fourth year.

Sec. 2-473. Absences and vacancies.

- (a) If an elected member of the municipal employees retirement board has more than two unexcused absences within one calendar year, his position will automatically be considered vacant. In case of a vacancy, the position will be filled with an appointment by the city council to serve until the next annual election. The newly elected member will serve the remainder of the term.
- (b) If the city councilmember misses more than two consecutive meetings, the city council shall appoint a new member to serve the remainder of the term.

SECTION 2. SEVERABILITY. If any provision, paragraph, word, section of article of this Ordinance is invalidated by any court of competent jurisdiction, the remaining provisions, paragraphs, words, sections and chapters shall not be affected and shall continue in full force and effect.

SECTION 3. REPEALER. All other Ordinances and parts of other Ordinances inconsistent or conflicting with any part of this Ordinance are hereby repealed to the extent of such inconsistency or conflict.

SECTION 4. EFFECTIVE DATE. This ordinance shall be effective thirty (30) days after publication.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MUSKOGEE
ON THIS _____ DAY OF _____, 2024.

CITY OF MUSKOGEE:

MARLON J. COLEMAN, MAYOR

ATTEST:

(seal)

TAMMY L. TRACY, CITY CLERK

Approved as to form and legality this _____ day of _____, 2024.

KATRINA BODENHAMER, CITY ATTORNEY

Public Works Committee

4.

Meeting Date: 03/11/2024
Initiator: Maggie Eaton, Human Resources Director
Department: Personnel
Staff Information Source: Maggie Eaton

Information

AGENDA ITEM TITLE:

Consider approval of amended City Council Policy 3-1-1, Affirmative Action Plan, for FY 2022-2023, or take other necessary action. (Maggie Eaton)

BACKGROUND:

The purpose of the Affirmative Action Plan is to identify organizational components and job categories within the City of Muskogee's workforce in which minorities and women are not represented in proportion to their availability in the labor force, and to devise and implement strategies to achieve equitable representation. Strategies have been developed over the last few years, and continue to be modified, as the need arises for hiring qualified minority candidates.

The effective date of this policy will be the date approved by City Council.

This policy includes amended data for the current and past fiscal year.

RECOMMENDED ACTION:

Recommend approval of the amended Affirmative Action Plan for the City of Muskogee, Oklahoma, Council Policy 3-1-1.

Fiscal Impact

Attachments

3-1-1
3-1-1 change

AFFIRMATIVE ACTION PLAN
FOR THE
CITY OF MUSKOGEE, OKLAHOMA

MARLON COLEMAN, MAYOR
DERRICK REED, DEPUTY MAYOR
TRACI MCGEE, COUNCIL MEMBER
JAIME STOUT, COUNCIL MEMBER
ALEX REYNOLDS, COUNCIL MEMBER
TRACY HOOS, COUNCIL MEMBER
PATRICK CALE, COUNCIL MEMBER
PERLIN BOYATTIA-CRAIG, COUNCIL MEMBER
SHIRLEY HILTON-FLANARY, COUNCIL MEMBER

July 2023
(Revision number twenty-two)

(Attach Resolution #1724)

I, Mike Miller, City Manager of the City of Muskogee, support the attached Affirmative Action Plan, approved February 1975, and updated _____, 2024, (revision twenty-two), and intend for it to be fully implemented.

MIKE MILLER
CITY MANAGER

DATE

I, Maggie Eaton, Director of Human Resources of the City of Muskogee, support the attached Affirmative Action Plan, approved February 1975, updated _____, 2024, and intend for it to be fully implemented.

MAGGIE EATON
DIRECTOR OF HUMAN RESOURCES

DATE

CITY OF MUSKOGEE, OKLAHOMA

AFFIRMATIVE ACTION

LEGAL AUTHORITY:

Title 7, Civil Rights Act of 1964

Title 6, Civil Rights Act of 1964

Executive Order 11245 Executive Order 12067

Executive Order 11375 Executive Order 13672

Public Law 90-202 Public Law 93-112, As Amended/Rehabilitation Act of 1973

American with Disabilities Act Amendments Act of 2008

Genetic Information Nondiscrimination Act of 2008

DEFINITION:

Affirmative Action is defined as that action necessary to overcome policies and practices of discrimination and to ensure the absence of discrimination. Affirmative Action is defined as an active effort to improve the opportunities in employment and/or education and to promote the rights or progress of members of minority groups, women and other disadvantaged persons.

PURPOSE:

To identify organizational components and job categories within the City of Muskogee's workforce in which minorities and women are not represented in proportion to their availability in the labor force, and to devise and implement strategies to achieve equitable representation. The City of Muskogee is an equal opportunity

employer and believes that every employee has the right to work in surroundings which are free from all forms of unlawful discrimination.

POLICY:

The City of Muskogee is committed to promoting affirmative action and to provide equal employment to all persons in all matters affecting City employment in accordance with Federal and State laws and guidelines. It is the policy of the City of Muskogee, Oklahoma, to promote equal opportunity in regards to race, creed, color, gender, age, nationality, sexual orientation, genetic information, veteran, religion or disability status in compliance with above stated legal authority and in the hiring and advancement process in all job classifications within the City.

It is not the intent of this policy to permit or require the lowering of bona fide job requirements or qualification standards in order to give preference to any employee or applicant for employment. Selection, hiring, placement and promotion decisions will be based on valid requirements and criteria that are job related, essential and necessary functions of the job as set forth in classification descriptions and employment requirements.

The City of Muskogee will take affirmative action to insure that the City will:

- (1) recruit, hire and promote all personnel without regard to race, creed, color, religion, gender, age, national origin, sexual orientation, genetic information, veteran or disability status except where gender, age or disability status is a bonafide occupational qualification;
- (2) base decisions on employment so as to further the principle of equal employment opportunity;

- (3) foster promotional decisions which are in accordance with principles of equal employment opportunity by imposing only valid requirements for promotional opportunities;
- (4) require that all personnel actions such as compensation, benefits, transfers, layoffs, return from layoffs, City-sponsored training, education, tuition assistance and social and recreational programs be administered without regard to race, color, creed, religion, gender, age, national origin, sexual orientation, genetic information, veteran or disability status;
- (5) promote equal representation on boards and committees;
- (6) instruct and direct all employees with supervisory and hiring authority to actively and steadfastly adhere to all principles and procedures herein established for the accomplishment of this Affirmative Action Plan; and
- (7) promote equal opportunity with regard to all services provided by the City.

Pursuant to City Council Policy 3-6-4 (Americans with Disabilities Act), the City of Muskogee will provide, when necessary, reasonable accommodations to applicants' and/or employees' disabilities, when doing so will enable them to successfully perform the essential functions of the job for which they are qualified.

The City of Muskogee prohibits retaliatory actions against employees or applicants for employment, who make a charge of employment discrimination, testify, assist or participate, in any manner, in a hearing, proceeding or investigation of

employment discrimination.

EQUAL EMPLOYMENT OPPORTUNITY OFFICER:

The Human Resources/Personnel Director of the City of Muskogee has been named as the Equal Employment Opportunity Officer and has, therefore, been designated as that person who shall develop and monitor the implementation of personnel procedures with which to guide the City's Affirmative Action Plan. This individual is charged with designing and implementing audit and reporting systems that will keep the City Manager and the City Council informed as of the status of Equal Employment Opportunity and Affirmative Action efforts.

Ms. Maggie Eaton is the Human Resources/Personnel Director and has served in this capacity since April 6, 2022

STATISTICAL ANALYSIS OF THE CITY OF MUSKOGEE:

The 2022 Census of Population reports the City of Muskogee having 36,738 persons. Of that total, (50.9%) were female and 18,707 (49.1%) were male. Since 2010, the total population dropped by 2,485 people with a decrease in female population by 0.9%. Of the 36,738 residents in Muskogee, 51.63% of the City's population is Caucasian, African Americans accounts for 15.06% of the total population, American Indians account for 15.15% of the population, Hispanic or Latino account for 8.3% of the total City's population and the remaining population are either another race or are two or more races resulting in 12.29%.

According to data provided from the Eastern Workforce Board from the 2014 US Census Bureau, the total number of jobs available throughout the City of Muskogee was 23,995; this data included working citizens and commuters into the City. Of those

jobs, there were 11,546 (48.1%) male workers and 12,449 (51.9%) female workers. Of the 23,995 workers, 16,436 (68.5%) were Caucasian, 2,583 (10.8%) were Black or African American, 3,410 (14.2%) were American Indian or Alaska Native, 246 (1.0%) were Asian, 15 (0.1%) were Native Hawaiian or Other Pacific Islander, and 1,305 (5.4%) were two or more races. At this time, it is not possible to extract data, which specifies the working percentage of the total population within the City of Muskogee; therefore, that data cannot be identified by race. Updated information from the Eastern Workforce Board has not yet been made available for recent years for Muskogee City; however, various data is available specific to Muskogee County. .

The job categories listed in the following tables were obtained by cross referencing the US Census Bureau, the Department of Labor and the Equal Employment Opportunity Commission. The following is a list of the job categories and definitions used to complete the analysis for this Plan:

Officials/Managers-Occupations in which employees set broad policies, exercise overall responsibility for execution of these policies, or direct individual departments or special phases of the City's operations. This category includes department heads, directors, assistant directors, superintendents, police and fire chiefs and inspectors, inspectors (construction, building, and safety), police and fire assistant chiefs, etc.

Professionals-Occupations which require specialized and theoretical knowledge which is usually acquired through college training or through work experiences and other training which provides comparable knowledge. Includes: accountants, attorneys, personnel and labor relations workers, engineers, police and fire captains and police lieutenants.

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These figures are based upon the Human Resource Department’s current data as of June 30, 2023. Employment numbers are for fulltime employees only.

Table 1 B-White D-Hispanic/Latino F-American Indian/Alaskan Native
C-Black/African American E-Asian or Pacific Islander

Job Category	Total	Male					Female				
		D	B	C	E	F	D	B	C	E	F
Officials/Managers	100%	7.84%	49.02%	3.92%	3.92%	7.84%	1.96%	19.61%	0	0	5.89%
Professionals	100%	0	68.75%	15.63%	0	12.50%	0	1.56%	0	0	1.56%
Technicians	100%	0	73.17%	4.88%	0	17.07%	0	4.88%	0	0	0
Para-Professionals	100%	10%	5%	0	0	65%	0	0	5%	0	15%
Protective Services	100%	0	68.57%	8.57%	0	18.57%	0	2.86%	0	0	1.43%
Admin Support	100%	0	5.71%	0	0	2.86%	5.71%	65.72%	11.43%	2.86%	5.71%
Skilled Craft	100%	0	54.90%	11.76%	0	13.73%	0	13.73%	1.96%	0	3.92%
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CONCLUSIONS:

From the statistics provided on City employees, the City has consistently

maintained the number of minority and female persons holding jobs with the City of Muskogee within the past year. While it is not the intent of the City to attain specific mathematical percentages of minority persons as employees within the City, it is desirable to have a diverse population of minority personnel.

As of June 6, 2021 (FYE 2021), there were a total of 410 fulltime employees; 76 females and 334 males. Of those 76 females, there were 51 Caucasian, 8 Black/African American, 4 Hispanic/Latino, 1 Asian and 12 American Indian/Alaskan Native. Of those 334 males, there were 233 Caucasian, 40 Black/African American, 3 Hispanic/Latino, and 58 American Indian/Alaskan Native.

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Although the City has increased recruiting mechanisms over the last few years to try and obtain minority applicants, there remains to be an overall shortage of minority employees in some departments within the City. Beyond that, there is a continued lack of minority persons in professional, technician, male administrative

support, and protective services positions with an underutilization for women, particularly in the skilled craft, service/maintenance and protective service positions. The City will continue to reach out to area colleges to try and obtain quality candidates for skilled positions, particularly in the professional and technical job categories.

The City of Muskogee Human Resources Department is committed to including diversity in recruitment strategies. Over the years, strategies included diverse images on the City website and social media pages, and continuing to engage with local civic groups and community-based organizations on outreach efforts. With the help of the City's Media Relations Manager, we will ensure diverse images are utilized for recruiting measures and work towards putting together recruiting videos which include diverse employees working within the City. The City of Muskogee will continue to be committed to advertise certain specific job notices in minority newspapers and/or magazines, including the Oklahoma Eagle.

The City of Muskogee has been dedicated to a proactive approach to reach out to minority firefighter applicants. A committee was previously established which included a previous Fire Chief Mike O'Dell, Councilmember Derrick Reed, Former Mayor Wren Stratton, Officer Veronica Kennedy, previous Fire Chief Derrell Jones and the former Director of Bridges out of Poverty, Tom Martindale. The City's initial plan, which Chief Jones considered ongoing prior to his departure, is to formulate ideas to reach out to the minority community to find out what the setbacks are to applying and get them excited to become Muskogee Firefighters. Our current Fire Chief supports community outreach and has been trying to utilize minority firefighters to attract other minority applicants for fire service.

The City of Muskogee is committed to the hiring of minorities in law enforcement. A committee has been established which includes Officer Veronica Kennedy, Mayor Marlon Coleman, Reverend Rodger Cutler, Reverend Leroy Walker, Deputy Chief Cotton and Perline Boyattia-Craig. This committee was established to formulate ideas to reach out to the minority community to find out what the setbacks are for obtaining diverse applicants and to get minorities excited to become Muskogee Police Officers. The recruitment-to-hire process for police officers is a necessarily in depth and lengthy process. Candidates must be scrutinized which includes a polygraph examination as recommended by our liability carrier, a physical assessment, state required mental acuity examinations, stability and temperament examinations.

The City is committed to utilizing current female and minority police officers, as well as the Community Resource Officer program to conduct recruiting programs throughout the community in an effort to substantially increase our minority officers. Using these individuals at high visibility programs, such as Night Hoops and other events in the community and depicting females and minorities on department recruiting literature will increase our efforts in acquiring police officers in these categories. Recruitment efforts will include attending career fairs at NSU, Military Connection Events and Indian Capital Vo-Tech, as well as distributing recruitment information at a recruiting booth at various locations, utilizing LED advertising signs, posting videos on websites including FaceBook and YouTube, and distributing recruitment information at area sporting events and all area churches and community forums hosted by the CRO Program. Advertisements may include listings in the Muskogee Phoenix, the Tulsa World, the Oklahoman, the National Minority Update,

the Oklahoma Eagle, and other area newspapers and efforts will be made to broadcast on various radio stations in the area.

A Community Academy to benefit Hispanic residents was also developed in 2017 to connect and bring people together and help educate Muskogee's Hispanic Community and help them gain confidence in law enforcement and build trust within the community.

In addition, the City has had an internship program led by the Human Resources Director. Northeastern State University, Indian Capital Technology Center, Connors State College and Bacone College have been participating schools in the internship Program. The internship program is a great recruitment tool to attract minority job applicants after completion of the internship program. After successful completion of the internship program, young professionals may be able to work with the City fulltime after graduation. In addition, the City has had discussions with OSU Tech and the University of Central Oklahoma (UCO) for possible internship programs.

Finally, the City has been committed with a partnership with the Gospel Rescue Mission and Desire to Change and implemented a pilot program for FY 2017 called "Getting to Work." Getting to Work was a program intended to help men and/or women with past felonies or experiencing poverty to gain employment and will help increase cultural diversity within the City. Applicants from this program have been successfully hired by the City since implementation.

The City of Muskogee will continue to monitor the utilization of women and minorities within the above specified job categories and continue to partake in recruiting methods to attract females and minorities to these positions.

The Charter, Merit and Civil Service Systems of the City of Muskogee provide ample protection against intentional discriminatory practices. Prior to the adoption of an affirmative action plan in 1975, there had not been a policy or rules established to encourage the active recruitment of minority persons as City employees. The Affirmative Action Plan filled that void and presented a good faith effort of the City to improve this situation.

IMPLEMENTATION:

1. The City of Muskogee will assure non-discriminatory recruiting of employees by taking the following steps. Steps a, b, and c will be in practice as of the effective date of this Affirmative Action Plan.
 - a. Employment notices are sent to these following organizations (if allowed by particular organization), and postings are also included on social media:
 - Northeastern State University
 - Bacone College
 - Oklahoma Works
 - NAACP
 - Choctaw Nation
 - Greater Muskogee Area Chamber of Commerce
 - b. Persons currently employed by the City of Muskogee are encouraged to refer qualified minority applicants for employment with the City.
 - c. All employment notices will specifically state the phrase “An

Equal Opportunity Employer”.

2. It is the policy and practice of the City that appointment of persons to employment with the City be made in accordance with the Muskogee City Charter, Merit and Civil Service Systems. The City Manager and all other personnel having the authority to hire employees shall be required to be familiar with this Affirmative Action Plan, to implement those provisions applicable to them and to comply with the spirit of the plan in all matters of employment.
3. It is the adopted policy of the City of Muskogee that all employees will receive promotions in accordance with established rules and without regard to race, creed, color, gender, age, nationality, sexual orientation, genetic information, veteran, religion or disability status.
4. It is the adopted policy of the City of Muskogee, in accordance with applicable laws, that the initial rate of pay, pay advancement and benefit programs for all employees shall be distributed and based on factors other than race, creed, color, gender, age, nationality, sexual orientation, genetic information, veteran, religion or disability status. Like pay shall be given for like work.
5. All job descriptions, tests and testing procedures are reviewed and corrected should they contain any factors which are considered to be discriminatory to minorities and/or inconsistent with the policies of this Affirmative Action Plan.
6. It is the policy of the City to encourage and, in some cases, require

employee training and development through attendance of educational courses, seminars and conferences offered by the City.

- 7. An Equal Employment Opportunity Policy Committee is established to review the Affirmative Action Plan of the City to provide assistance and advice regarding the Plan. For the period from July 1, 2021 to June 30, 2022, the following employees will serve on this Policy Committee:

Mike Miller	Mgmt	City Manager
Maggie Eaton	Mgmt	Director of Human Resources
Emily Pippin	Non-Mgmt	Police Department
Sonny Brown	Mgmt.	Public Works Department
Alan Bemo	Non-Mgmt.	Police Department
Judy Villalobos	Non-Mgmt.	City Manager's Office
Benita Hotema	Mgmt.	Finance Department

- 8. On an annual basis, Department and Division Heads will be reviewed and evaluated by the Equal Employment Opportunity Officer and the City Manager on their progress and performance in implementing the Plan.
- 9. It is the policy of the Mayor and City Council that appointments to boards, commissions and committees will be made in the spirit and intent of this Affirmative Action Plan, and which will ultimately result in the adequate representation of minority groups.
- 10. Records pertinent to equal employment opportunity and to the

evaluation of this Affirmative Action Plan will be kept by the Equal Employment Opportunity Officer. Department and Division Heads are trained in effective and non-discriminatory techniques relating to job interviews and employee selection. The Director of Human Resources (EEOC Officer) is required to determine that selection is based solely on job-related factors. The Equal Employment Opportunity Officer will participate in employment interviews and evaluate questions asked of those interviewed during the initial hiring phases.

11. Major employers in the Muskogee area, as well as employment agencies, schools, local news media and minority and human relations organizations have been informed of the city's basic equal employment opportunity policy. Internally, the City's Affirmative Action Plan shall continue to be available in the Human Resources/Personnel Office.
12. Changes in employee status, particularly transfers and terminations, will be documented.
13. Any applicant for employment, or current employee within the City who believes he or she has encountered discrimination because of race, color, religion, gender, national origin, sexual orientation, genetic information, age, veteran or disability status is encouraged to discuss the problem with the Equal Employment Opportunity Officer. Should the applicant not receive satisfaction through the Equal Employment Opportunity Officer, they may petition (without fear of reprisal) the established Advisory Committee, who is an impartial body, for the review of his or her case.

14. The Mayor of Muskogee has appointed an impartial body (EEO Advisory Committee) consisting of five members who will hear and decide upon complaints alleging discrimination of any individual who believes the decision of the City to not hire or promote said individual was based on a prohibited discriminatory reason. The following employees will serve on this Advisory Committee:

Emily Pippin	Non-Mgmt	Police Department
Sonny Brown	Mgmt	Public Works Department
Alan Bemo	Non-Mgmt	Police Department
Judy Villalobos	Non-Mgmt	City Manager's Office
Benita Hotema	Mgmt	Finance Department

15. Such complaints will be processed as follows: An applicant, employee or former employee claiming discrimination will notify the Equal Employment Opportunity (EEO) Officer of his complaint and submit in writing within ten (10) City Hall business days of the alleged discrimination. The EEO Officer and the City Manager will review the complaint and decide within ten (10) City Hall business days whether the alleged discrimination occurred and whether the discrimination violates the policy or intent of the Policy stated in this Affirmative Action Plan. Appropriate action will be taken if discrimination has occurred. Should the complainant not be satisfied with the decision rendered or with the corrective action, an appeal may be made to the impartial body appointed

by the Mayor within ten (10) City Hall business days of the City Manager's response. The Equal Employment Opportunity Officer will transmit notice of the appeal to the impartial body, and a hearing will be held within ten (10) City Hall business days of receipt of this notice by the EEO Officer. The committee will make a decision as to whether they feel the applicant/employee was discriminated against in regards to hire or promotion, explain the findings to the City Manager and make a recommended action to the City Manager for corrective action.

16. When an employee feels he/she was terminated due to discrimination the remedy shall be sought through the normal grievance procedure applicable to their employee group.
17. It is the adopted policy of the City that all transactions by the City with businesses and vendors will be made without regard for race, creed, color, gender, national origin, religion, sexual orientation, genetic information, veteran, or disability status. Every effort will be made to give minority vendors and businesses an equal opportunity to do business with the City.

DISSEMINATION

All employees, including new employees, shall acknowledge in writing, receipt of this policy, an acknowledgement that the employee understands the policy and an agreement that the employee will utilize the complaint procedures contained in this policy, if the need arises.

CITY:

Briefly and concisely, it is the stated intent of the City of Muskogee to select, employ, compensate, promote and discharge employees without regard to race, creed, color, gender, age, nationality, sexual orientation, genetic information, veteran, religion or disability status. The shade of a person's skin or the ethnic ancestry identified by a person's name shall not, in any way, constitute a barrier to employment with the City of Muskogee. It is also the stated intent of the City that City services will be provided and City business transactions will be conducted in a non-discriminatory manner.

This policy is not intended to replace any rights afforded under any collective bargaining agreement or the Merit Rules of the City. In the case of any conflict between this policy and a collective bargaining agreement or the Merit Rules, the latter shall prevail.

THIS PLAN IS EFFECTIVE July 1, 2023, and will continue in full force and effect until rescinded by the Muskogee City Council.

Policy Receipt Acknowledgement

I have read and been informed about the content, requirements, and expectations of the City of Muskogee's Affirmative Action Plan dated July 1, 2023. I have received a copy of the policy and agree to abide by the policy guidelines as a condition of my employment and my continuing employment with the City of Muskogee. I understand that if I have questions, at any time, regarding this policy, I will consult with my immediate supervisor or the Human Resources Department. Please read this policy carefully to ensure that you understand the policy before signing this document.

Employee Name

Signature

Date

AFFIRMATIVE ACTION PLAN
FOR THE
CITY OF MUSKOGEE, OKLAHOMA

MARLON COLEMAN, MAYOR
DERRICK REED, DEPUTY MAYOR
TRACI MCGEE, COUNCIL MEMBER
JAIME STOUT, COUNCIL MEMBER
ALEX REYNOLDS, COUNCIL MEMBER
TRACY HOOS, COUNCIL MEMBER
PATRICK CALE, COUNCIL MEMBER
PERLIN BOYATTIA-CRAIG, COUNCIL MEMBER
SHIRLEY HILTON-FLANARY, COUNCIL MEMBER

July 2023
(Revision number twenty-two)

(Attach Resolution #1724)

I, Mike Miller, City Manager of the City of Muskogee, support the attached Affirmative Action Plan, approved February 1975, and updated _____, 2024, (revision twenty-two), and intend for it to be fully implemented.

MIKE MILLER
CITY MANAGER

DATE

I, Maggie Eaton, Director of Human Resources of the City of Muskogee, support the attached Affirmative Action Plan, approved February 1975, updated _____, 2024, and intend for it to be fully implemented.

MAGGIE EATON
DIRECTOR OF HUMAN RESOURCES

DATE

CITY OF MUSKOGEE, OKLAHOMA

AFFIRMATIVE ACTION

LEGAL AUTHORITY:

Title 7, Civil Rights Act of 1964

Title 6, Civil Rights Act of 1964

Executive Order 11245 Executive Order 12067

Executive Order 11375 Executive Order 13672

Public Law 90-202 Public Law 93-112, As Amended/Rehabilitation Act of 1973

American with Disabilities Act Amendments Act of 2008

Genetic Information Nondiscrimination Act of 2008

DEFINITION:

Affirmative Action is defined as that action necessary to overcome policies and practices of discrimination and to ensure the absence of discrimination. Affirmative Action is defined as an active effort to improve the opportunities in employment and/or education and to promote the rights or progress of members of minority groups, women and other disadvantaged persons.

PURPOSE:

To identify organizational components and job categories within the City of Muskogee's workforce in which minorities and women are not represented in proportion to their availability in the labor force, and to devise and implement strategies to achieve equitable representation. The City of Muskogee is an equal opportunity

employer and believes that every employee has the right to work in surroundings which are free from all forms of unlawful discrimination.

POLICY:

The City of Muskogee is committed to promoting affirmative action and to provide equal employment to all persons in all matters affecting City employment in accordance with Federal and State laws and guidelines. It is the policy of the City of Muskogee, Oklahoma, to promote equal opportunity in regards to race, creed, color, gender, age, nationality, sexual orientation, genetic information, veteran, religion or disability status in compliance with above stated legal authority and in the hiring and advancement process in all job classifications within the City.

It is not the intent of this policy to permit or require the lowering of bona fide job requirements or qualification standards in order to give preference to any employee or applicant for employment. Selection, hiring, placement and promotion decisions will be based on valid requirements and criteria that are job related, essential and necessary functions of the job as set forth in classification descriptions and employment requirements.

The City of Muskogee will take affirmative action to insure that the City will:

- (1) recruit, hire and promote all personnel without regard to race, creed, color, religion, gender, age, national origin, sexual orientation, genetic information, veteran or disability status except where gender, age or disability status is a bonafide occupational qualification;
- (2) base decisions on employment so as to further the principle of equal employment opportunity;

- (3) foster promotional decisions which are in accordance with principles of equal employment opportunity by imposing only valid requirements for promotional opportunities;
- (4) require that all personnel actions such as compensation, benefits, transfers, layoffs, return from layoffs, City-sponsored training, education, tuition assistance and social and recreational programs be administered without regard to race, color, creed, religion, gender, age, national origin, sexual orientation, genetic information, veteran or disability status;
- (5) promote equal representation on boards and committees;
- (6) instruct and direct all employees with supervisory and hiring authority to actively and steadfastly adhere to all principles and procedures herein established for the accomplishment of this Affirmative Action Plan; and
- (7) promote equal opportunity with regard to all services provided by the City.

Pursuant to City Council Policy 3-6-4 (Americans with Disabilities Act), the City of Muskogee will provide, when necessary, reasonable accommodations to applicants' and/or employees' disabilities, when doing so will enable them to successfully perform the essential functions of the job for which they are qualified.

The City of Muskogee prohibits retaliatory actions against employees or applicants for employment, who make a charge of employment discrimination, testify, assist or participate, in any manner, in a hearing, proceeding or investigation of

employment discrimination.

EQUAL EMPLOYMENT OPPORTUNITY OFFICER:

The Human Resources/Personnel Director of the City of Muskogee has been named as the Equal Employment Opportunity Officer and has, therefore, been designated as that person who shall develop and monitor the implementation of personnel procedures with which to guide the City's Affirmative Action Plan. This individual is charged with designing and implementing audit and reporting systems that will keep the City Manager and the City Council informed as of the status of Equal Employment Opportunity and Affirmative Action efforts.

Ms. Maggie Eaton is the Human Resources/Personnel Director and has served in this capacity since April 6, 2022

STATISTICAL ANALYSIS OF THE CITY OF MUSKOGEE:

The 2022 Census of Population reports the City of Muskogee having 36,738 persons. Of that total, (50.9%) were female and 18,707 (49.1%) were male. Since 2010, the total population dropped by 2,485 people with a decrease in female population by 0.9%. Of the 36,738 residents in Muskogee, 51.63% of the City's population is Caucasian, African Americans accounts for 15.06% of the total population, American Indians account for 15.15% of the population, Hispanic or Latino account for 8.3% of the total City's population and the remaining population are either another race or are two or more races resulting in 12.29%.

According to data provided from the Eastern Workforce Board from the 2014 US Census Bureau, the total number of jobs available throughout the City of Muskogee was 23,995; this data included working citizens and commuters into the City. Of those

jobs, there were 11,546 (48.1%) male workers and 12,449 (51.9%) female workers. Of the 23,995 workers, 16,436 (68.5%) were Caucasian, 2,583 (10.8%) were Black or African American, 3,410 (14.2%) were American Indian or Alaska Native, 246 (1.0%) were Asian, 15 (0.1%) were Native Hawaiian or Other Pacific Islander, and 1,305 (5.4%) were two or more races. At this time, it is not possible to extract data, which specifies the working percentage of the total population within the City of Muskogee; therefore, that data cannot be identified by race. Updated information from the Eastern Workforce Board has not yet been made available for recent years for Muskogee City; however, various data is available specific to Muskogee County. .

The job categories listed in the following tables were obtained by cross referencing the US Census Bureau, the Department of Labor and the Equal Employment Opportunity Commission. The following is a list of the job categories and definitions used to complete the analysis for this Plan:

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support, and protective services positions with an underutilization for women, particularly in the skilled craft, service/maintenance and protective service positions. The City will continue to reach out to area colleges to try and obtain quality candidates for skilled positions, particularly in the professional and technical job categories.

The City of Muskogee Human Resources Department is committed to including diversity in recruitment strategies. Over the years, strategies included diverse images on the City website and social media pages, and continuing to engage with local civic groups and community-based organizations on outreach efforts. With the help of the City's Media Relations Manager, we will ensure diverse images are utilized for recruiting measures and work towards putting together recruiting videos which include diverse employees working within the City. The City of Muskogee will continue to be committed to advertise certain specific job notices in minority newspapers and/or magazines, including the Oklahoma Eagle.

The City of Muskogee has been dedicated to a proactive approach to reach out to minority firefighter applicants. A committee was previously established which included a previous Fire Chief Mike O'Dell, Councilmember Derrick Reed, Former Mayor Wren Stratton, Officer Veronica Kennedy, previous Fire Chief Derrell Jones and the former Director of Bridges out of Poverty, Tom Martindale. The City's initial plan, which Chief Jones considered ongoing prior to his departure, is to formulate ideas to reach out to the minority community to find out what the setbacks are to applying and get them excited to become Muskogee Firefighters. Our current Fire Chief supports community outreach and has been trying to utilize minority firefighters to attract other minority applicants for fire service.

The City of Muskogee is committed to the hiring of minorities in law enforcement. A committee has been established which includes Officer Veronica Kennedy, Mayor Marlon Coleman, Reverend Rodger Cutler, Reverend Leroy Walker, Deputy Chief Cotton and Perline Boyattia-Craig. This committee was established to formulate ideas to reach out to the minority community to find out what the setbacks are for obtaining diverse applicants and to get minorities excited to become Muskogee Police Officers. The recruitment-to-hire process for police officers is a necessarily in depth and lengthy process. Candidates must be scrutinized which includes a polygraph examination as recommended by our liability carrier, a physical assessment, state required mental acuity examinations, stability and temperament examinations.

The City is committed to utilizing current female and minority police officers, as well as the Community Resource Officer program to conduct recruiting programs throughout the community in an effort to substantially increase our minority officers. Using these individuals at high visibility programs, such as Night Hoops and other events in the community and depicting females and minorities on department recruiting literature will increase our efforts in acquiring police officers in these categories. Recruitment efforts will include attending career fairs at NSU, Military Connection Events and Indian Capital Vo-Tech, as well as distributing recruitment information at a recruiting booth at various locations, utilizing LED advertising signs, posting videos on websites including FaceBook and YouTube, and distributing recruitment information at area sporting events and all area churches and community forums hosted by the CRO Program. Advertisements may include listings in the Muskogee Phoenix, the Tulsa World, the Oklahoman, the National Minority Update,

the Oklahoma Eagle, and other area newspapers and efforts will be made to broadcast on various radio stations in the area.

A Community Academy to benefit Hispanic residents was also developed in 2017 to connect and bring people together and help educate Muskogee's Hispanic Community and help them gain confidence in law enforcement and build trust within the community.

In addition, the City has had an internship program led by the Human Resources Director. Northeastern State University, Indian Capital Technology Center, Connors State College and Bacone College have been participating schools in the internship Program. The internship program is a great recruitment tool to attract minority job applicants after completion of the internship program. After successful completion of the internship program, young professionals may be able to work with the City fulltime after graduation. In addition, the City has had discussions with OSU Tech and the University of Central Oklahoma (UCO) for possible internship programs.

Finally, the City has been committed with a partnership with the Gospel Rescue Mission and Desire to Change and implemented a pilot program for FY 2017 called "Getting to Work." Getting to Work was a program intended to help men and/or women with past felonies or experiencing poverty to gain employment and will help increase cultural diversity within the City. Applicants from this program have been successfully hired by the City since implementation.

The City of Muskogee will continue to monitor the utilization of women and minorities within the above specified job categories and continue to partake in recruiting methods to attract females and minorities to these positions.

The Charter, Merit and Civil Service Systems of the City of Muskogee provide ample protection against intentional discriminatory practices. Prior to the adoption of an affirmative action plan in 1975, there had not been a policy or rules established to encourage the active recruitment of minority persons as City employees. The Affirmative Action Plan filled that void and presented a good faith effort of the City to improve this situation.

IMPLEMENTATION:

1. The City of Muskogee will assure non-discriminatory recruiting of employees by taking the following steps. Steps a, b, and c will be in practice as of the effective date of this Affirmative Action Plan.
 - a. Employment notices are sent to these following organizations (if allowed by particular organization), and postings are also included on social media:
 - Northeastern State University
 - Bacone College
 - Oklahoma Works
 - NAACP
 - Choctaw Nation
 - Greater Muskogee Area Chamber of Commerce
 - b. Persons currently employed by the City of Muskogee are encouraged to refer qualified minority applicants for employment with the City.
 - c. All employment notices will specifically state the phrase “An

Equal Opportunity Employer”.

2. It is the policy and practice of the City that appointment of persons to employment with the City be made in accordance with the Muskogee City Charter, Merit and Civil Service Systems. The City Manager and all other personnel having the authority to hire employees shall be required to be familiar with this Affirmative Action Plan, to implement those provisions applicable to them and to comply with the spirit of the plan in all matters of employment.
3. It is the adopted policy of the City of Muskogee that all employees will receive promotions in accordance with established rules and without regard to race, creed, color, gender, age, nationality, sexual orientation, genetic information, veteran, religion or disability status.
4. It is the adopted policy of the City of Muskogee, in accordance with applicable laws, that the initial rate of pay, pay advancement and benefit programs for all employees shall be distributed and based on factors other than race, creed, color, gender, age, nationality, sexual orientation, genetic information, veteran, religion or disability status. Like pay shall be given for like work.
5. All job descriptions, tests and testing procedures are reviewed and corrected should they contain any factors which are considered to be discriminatory to minorities and/or inconsistent with the policies of this Affirmative Action Plan.
6. It is the policy of the City to encourage and, in some cases, require

employee training and development through attendance of educational courses, seminars and conferences offered by the City.

7. An Equal Employment Opportunity Policy Committee is established to review the Affirmative Action Plan of the City to provide assistance and advice regarding the Plan. For the period from July 1, 2021 to June 30, 2022, the following employees will serve on this Policy Committee:

Mike Miller	Mgmt	City Manager
Maggie Eaton	Mgmt	Director of Human Resources
Emily Pippin	Non-Mgmt	Police Department
Sonny Brown	Mgmt.	Public Works Department
Alan Bemo	Non-Mgmt.	Police Department
Judy Villalobos	Non-Mgmt.	City Manager's Office
Benita Hotema	Mgmt.	Finance Department

8. On an annual basis, Department and Division Heads will be reviewed and evaluated by the Equal Employment Opportunity Officer and the City Manager on their progress and performance in implementing the Plan.
9. It is the policy of the Mayor and City Council that appointments to boards, commissions and committees will be made in the spirit and intent of this Affirmative Action Plan, and which will ultimately result in the adequate representation of minority groups.
10. Records pertinent to equal employment opportunity and to the

evaluation of this Affirmative Action Plan will be kept by the Equal Employment Opportunity Officer. Department and Division Heads are trained in effective and non-discriminatory techniques relating to job interviews and employee selection. The Director of Human Resources (EEOC Officer) is required to determine that selection is based solely on job-related factors. The Equal Employment Opportunity Officer will participate in employment interviews and evaluate questions asked of those interviewed during the initial hiring phases.

11. Major employers in the Muskogee area, as well as employment agencies, schools, local news media and minority and human relations organizations have been informed of the city's basic equal employment opportunity policy. Internally, the City's Affirmative Action Plan shall continue to be available in the Human Resources/Personnel Office.
12. Changes in employee status, particularly transfers and terminations, will be documented.
13. Any applicant for employment, or current employee within the City who believes he or she has encountered discrimination because of race, color, religion, gender, national origin, sexual orientation, genetic information, age, veteran or disability status is encouraged to discuss the problem with the Equal Employment Opportunity Officer. Should the applicant not receive satisfaction through the Equal Employment Opportunity Officer, they may petition (without fear of reprisal) the established Advisory Committee, who is an impartial body, for the review of his or her case.

14. The Mayor of Muskogee has appointed an impartial body (EEO Advisory Committee) consisting of five members who will hear and decide upon complaints alleging discrimination of any individual who believes the decision of the City to not hire or promote said individual was based on a prohibited discriminatory reason. The following employees will serve on this Advisory Committee:

Emily Pippin	Non-Mgmt	Police Department
Sonny Brown	Mgmt	Public Works Department
Alan Bemo	Non-Mgmt	Police Department
Judy Villalobos	Non-Mgmt	City Manager's Office
Benita Hotema	Mgmt	Finance Department

15. Such complaints will be processed as follows: An applicant, employee or former employee claiming discrimination will notify the Equal Employment Opportunity (EEO) Officer of his complaint and submit in writing within ten (10) City Hall business days of the alleged discrimination. The EEO Officer and the City Manager will review the complaint and decide within ten (10) City Hall business days whether the alleged discrimination occurred and whether the discrimination violates the policy or intent of the Policy stated in this Affirmative Action Plan. Appropriate action will be taken if discrimination has occurred. Should the complainant not be satisfied with the decision rendered or with the corrective action, an appeal may be made to the impartial body appointed

by the Mayor within ten (10) City Hall business days of the City Manager's response. The Equal Employment Opportunity Officer will transmit notice of the appeal to the impartial body, and a hearing will be held within ten (10) City Hall business days of receipt of this notice by the EEO Officer. The committee will make a decision as to whether they feel the applicant/employee was discriminated against in regards to hire or promotion, explain the findings to the City Manager and make a recommended action to the City Manager for corrective action.

16. When an employee feels he/she was terminated due to discrimination the remedy shall be sought through the normal grievance procedure applicable to their employee group.
17. It is the adopted policy of the City that all transactions by the City with businesses and vendors will be made without regard for race, creed, color, gender, national origin, religion, sexual orientation, genetic information, veteran, or disability status. Every effort will be made to give minority vendors and businesses an equal opportunity to do business with the City.

DISSEMINATION

All employees, including new employees, shall acknowledge in writing, receipt of this policy, an acknowledgement that the employee understands the policy and an agreement that the employee will utilize the complaint procedures contained in this policy, if the need arises.

CITY:

Briefly and concisely, it is the stated intent of the City of Muskogee to select, employ, compensate, promote and discharge employees without regard to race, creed, color, gender, age, nationality, sexual orientation, genetic information, veteran, religion or disability status. The shade of a person's skin or the ethnic ancestry identified by a person's name shall not, in any way, constitute a barrier to employment with the City of Muskogee. It is also the stated intent of the City that City services will be provided and City business transactions will be conducted in a non-discriminatory manner.

This policy is not intended to replace any rights afforded under any collective bargaining agreement or the Merit Rules of the City. In the case of any conflict between this policy and a collective bargaining agreement or the Merit Rules, the latter shall prevail.

THIS PLAN IS EFFECTIVE July 1, 2023, and will continue in full force and effect until rescinded by the Muskogee City Council.

Policy Receipt Acknowledgement

I have read and been informed about the content, requirements, and expectations of the City of Muskogee's Affirmative Action Plan dated July 1, 2023. I have received a copy of the policy and agree to abide by the policy guidelines as a condition of my employment and my continuing employment with the City of Muskogee. I understand that if I have questions, at any time, regarding this policy, I will consult with my immediate supervisor or the Human Resources Department. Please read this policy carefully to ensure that you understand the policy before signing this document.

Employee Name

Signature

Date

Public Works Committee

5.

Meeting Date: 03/11/2024

Submitted For: Mike Miller, City Manager

Initiator: Dennis Read,
Treasurer

Department: Finance

Staff Information Source:

Information

AGENDA ITEM TITLE:

Consider approval of Resolution No. 2977 amending Appendix A.--Schedule of Fees and Charges, to the City of Muskogee Code of Ordinances (Wholesale Customers Water Rates), or take other necessary action. (Mike Miller)

BACKGROUND:

The service area of Wholesale Water Customers is located entirely outside the city limits of the City of Muskogee. Each Wholesale Customer enters into a contract with the City, with the terms reviewed annually. The cost of producing and delivering water has increased since the last price point in 2018, and the City is currently selling water to Wholesale Water Customers at a loss. A Wholesale Customer is defined as a municipality as defined by Article 18 of the Oklahoma Constitution and Title 11 of the Oklahoma Statutes, a rural water district as defined in Title 82, Oklahoma Statutes, or a private water utility whose rates are regulated by the Oklahoma Corporation Commission or a private water corporation. This Amendment proposes a pricing amendment to match the City's actual cost of the production and delivery of water to Wholesale Water Customers.

RECOMMENDED ACTION:

Approve the Resolution.

Fiscal Impact

Attachments

Resolution 2977

RESOLUTION NO. 2977

A RESOLUTION ADOPTING AMENDMENT TO APPENDIX A OF THE MUSKOGEE CITY CODE PERTAINING TO SCHEDULES OF FEES AND CHARGES PER ATTACHED LIST (WHOLESALE CUSTOMER WATER RATES).

WHEREAS, the City of Muskogee has prepared the City's Code of Ordinances containing all ordinances adopted by the City; and

WHEREAS, the City of Muskogee has prepared an Amendment to Appendix A to the City Code, pertaining to fees and charges as per attached;

WHEREAS, the rate charged for wholesale customers is based solely upon the cost to produce and deliver the water; and

WHEREAS, the rate charged for wholesale water is currently included in Appendix A of the City of Muskogee Code of Ordinances; and

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

THAT Amendment to Appendix A of the Muskogee City code pertaining to schedule of City fees and charges, as per attached list, is hereby approved and adopted; and

THAT the public is hereby notified of adoption of amended fee schedule and that copies of the amended fee schedule are available for review in the office of the City Clerk; and

THAT the City Clerk shall cause to be filed one copy of this resolution with the office of the County Clerk of Muskogee County; and

THAT the City Clerk shall cause one copy of this resolution to be filed with the Law Library of Muskogee County; and

THAT the City Clerk shall keep at least one (1) copy of amended fee schedule to the Code of Ordinances in the office of the City Clerk for public use, inspection, and examination.

ADOPTED this ____ day of _____, 2024, by the City Council of the City of Muskogee.

MARLON COLEMAN, MAYOR

ATTEST:

TAMMY L. TRACY, CITY CLERK

Approved as to form and legality this ____ day of _____, 2024.

Katrina Bodenhamer, City Attorney

APPENDIX A – SCHEDULE OF FEES AND CHARGES

WATER SERVICE CHARGES

RATES GENERALLY

Code Section
82-71 (b)

Wholesale Customer:		
<p>The service area of the wholesale customer shall be located entirely outside the City limits of the City of Muskogee. Each wholesale customer shall enter into a contract with the City. The contract shall be reviewed bi-annually. At its sole option, the City Council shall determine if the contract is to be extended. Wholesale customer is defined as a municipality as defined by Article 18 of the Oklahoma Constitution and Title 11 of the Oklahoma Statutes, a rural water district as defined in Title 82 , Oklahoma Statutes, or a private water utility whose rates are regulated by the Oklahoma Corporation Commission or a private water corporation.</p>		
Rate for wholesale water	100 cubic feet	\$2.06
<p>Excess Usage Rate. Wholesale customer will pay to the City two (2) times the amount of the "BASE RATE" (2 x base rate) per 100 cubic feet of water usage over the maximum/month usage specified in the agreement.</p>		

Public Works Committee

6.

Meeting Date: 03/11/2024

Submitted For: Avery Rigney, Public Works

Initiator: Jennifer Sharp,
Admin II

Department: Public Works

Staff Information Source:

Information

AGENDA ITEM TITLE:

Receive report on the upcoming annual Azalea Cleanup, to take place March 20th through March 23rd, or take other necessary action. (Mike Stewart)

BACKGROUND:

The Azalea Cleanup is an annual event created for the purpose of cleaning up the City of Muskogee before the Azalea Festival in April.

The Azalea Cleanup is an exceptional way for the residents of Muskogee to keep their City clean and beautiful. Residents have a choice of where they can clean up. The residents, along with several local businesses, community civic groups, and other associations partner together with the City to promote our City's public image and take matters into their own hands to fight litter and trash in their neighborhoods. To register and receive all necessary equipment for cleaning, residents will be able to call the City's stormwater division at 918-684-6340 or email shenderson@muskogeeonline.org. Equipment to be handed out includes safety gear such as vests and gloves, as well as bags and grabbers to make the cleanup as efficient as possible.

Muskogee residents can also take advantage of our free dump days during the event. The City will be accepting brush and limbs at the usual location of 40th and Denver, at Hatbox Sports Complex. The City will also accept trash waste at our Material Yard located at 1503 S Cherokee. Hours for these locations are 7:00 a.m. to 3:00 p.m. This is different from previous years when the Muskogee Community Landfill operated by Waste Management accepted waste into their sight; instead, this year we will accept the trash waste at our previously mentioned Material Yard and take it to the landfill ourselves. This is due to construction at the landfill and will revert to the usual locations after this event. A reminder, this is free to the public and all they are required to do is present a City of Muskogee water bill and their Driver's License.

This is a great event that has had tremendous success for many, many years in our community. Staff typically presents a report with the results of the event; however, this year we want to take the opportunity to further publicize the event on this platform and show the many opportunities the City offers for trash and debris removal. The City also provides each resident who pays a water/trash bill two free bulk waste pickups per year, broken down into one per six months.

RECOMMENDED ACTION:

Receive report.

Fiscal Impact

Attachments

No file(s) attached.

Public Works Committee

7.

Meeting Date: 03/11/2024
Submitted For: Mike Stewart, Public Works
Initiator: Marsha Wiseman, Public Works Strategic Support Admin
Department: Public Works
Staff Information Source: Marsha Wiseman

Information

AGENDA ITEM TITLE:

Consider approval of the use of the Muskogee-Davis Regional Airport for a TORA! TORA! TORA! event sponsored by Davis Field Aviation, our FBO operator at the airport, with financial and promotional support from Visit Muskogee, or take other necessary action. (Mike Stewart)

BACKGROUND:

TORA! TORA! TORA! is a three-day practice of World War II-style aircraft. The public will be invited to view these planes in flight practice on Saturday, March 16th, from 10:00 a.m. to 2:00 p.m. The U.S. Air Force Auxiliary Civil Air Patrol will assist Davis Field Aviation with this event.

RECOMMENDED ACTION:

Approve use of Muskogee-Davis Regional Airport for this 2024 TORA! TORA! TORA! practice event.

Fiscal Impact

Attachments

No file(s) attached.

Public Works Committee

8.

Meeting Date: 03/11/2024
Initiator: Kristal Keim, PW Office Admin II
Department: Public Works
Staff Information Source:

Information

AGENDA ITEM TITLE:

Consider approval of the purchase of 112 two-yard dumpsters from Wastequip, for a total amount of \$53,483.00, via the Sourcewell Purchasing Agreement, RFP #040621, or take other necessary action. (Mike Stewart)

BACKGROUND:

Two-yard dumpsters are trash containers used by commercial businesses in the City of Muskogee. Over the course of time, the dumpsters are damaged or aged to a point where they are no longer useful due to leaks or lack of structural integrity. The Street Department will repair dumpsters that are in fair shape. However, some cannot be repaired to a usable condition.

The City can purchase these from Sourcewell, a cooperative purchasing agreement.

It benefits the City and customers to periodically replace defective dumpsters. It provides a better public image by having a dumpster in good condition, as well as protects the stormwater system from leakage from the containers.

RECOMMENDED ACTION:

Staff recommends approval.

Fiscal Impact

FUNDING SOURCE:
212-6050-432.64-50

Attachments

quote
Sourcewell



395 South Main Street, Eagleville, TN, 37060

PHONE: 800-643-8713 FAX: 615-274-2636

WQ-10304784



Sell To:

Contact Name	Kristal Keim	Ship To Name	City of Muskogee
Bill To Name	City of Muskogee	Ship To	1503 S Cherokee St Muskogee, OK 74403 USA
Bill To	301 S Cherokee St Muskogee, OK 74403-5424 USA	Quick Ship	<input type="checkbox"/>
Email	kkeim@muskogeeonline.org		
Phone	(918) 684-6333		

Quote Information

Salesperson	Colt Walker	Created Date	3/6/2024
Salesperson Email	cwalker@wastequip.com	Expiration Date	3/21/2024
		Quote Number	WQ-10304784 Please Reference Quote Number on all Purchase Orders

Product	Product Description	Quantity	Sales Price	Total Price
Container - TN - 153926	2 YD REAR LOAD CONTAINER "TEEM" (Bolt On Casters)	112.00	\$464.00	\$51,968.00

Payment Terms	Net 30 Days if credit has been established	Subtotal	\$51,968.00
Shipping Terms	FOB Origin	Shipping	\$1,515.00
		Tax	\$0.00
		Grand Total	\$53,483.00

Special Instructions

Special Instructions FULL TRUCKLOAD FREIGHT RATE.
IT WILL BE THE CUSTOMER'S RESPONSIBILITY TO UNLOAD AT DESTINATION.

Additional Information

Additional Terms Our Quote serves as an offer to provide Products and/or services at the quantities and prices shown and is a good faith estimate, based on our understanding of your needs. By signing below, you indicate your acceptance of our offer which is expressly subject to the Wastequip Terms & Conditions of Sale ("Wastequip's Terms") located at: <https://www.wastequip.com/terms-conditions-sale>, as of the date set forth in Section 1(b) of the WQ T&C, which are made a part of this Quote. Wastequip's Terms may be updated from time to time and are available by hard copy upon request. Any changes or deviations to the terms of this Quote, including any different terms in an Order submitted by you, must be agreed upon in writing by both parties.

Additional Information Pricing is based on your anticipated Order prior to the expiration of this Quote, including product specifications, quantities and timing. Any differences to your Order may result in different pricing, freight or other costs. Due to volatility in petrochemical, steel and related Product material markets, actual prices and freight, are subject to change. We reserve the right, by providing notice to you at any time before beginning Product manufacturing, to increase the price of the Product(s) to reflect any increase in the cost to us which is due to any factor beyond our control (such as, without limitation, any increase in the costs of labor, materials, or other costs of manufacture or supply). Unless otherwise stated, materials and container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal



395 South Main Street, Eagleville, TN, 37060

PHONE: 800-643-8713 FAX: 615-274-2636

WQ-10304784



sizes and representations – actual volume, Products and materials are subject to manufacturing and commercial variation and Wastequip’s practices, and may vary from nominal sizes and materials. All prices are in US dollars; this Quote may not include all applicable taxes, brokerage fees or duties. If customer is not tax exempt, final tax calculations are subject to change.

Special Contract Information

Sourcewell-Pricing & Product offerings are based on the Sourcewell Co-Operative Contract with Wastequip, LLC (#040621-WQI, eff. 06/02/2021) and such Contract terms & conditions are incorporated herein by reference. Pricing & Product (& related) changes may occur at any time with proper documentation, & subject to Sourcewell approval; therefore, offerings may change without written prior notice. Wastequip Product Limited Warranties, Disclaimers, Limitation of Liability & Remedies, & Limited Warranty Provisions apply to all purchases thereunder.

Signatures

Accepted By: _____

Company Name: _____

Date: _____

Purchase Order: _____

Please Reference Quote Number on all Purchase Orders

**Solicitation Number: RFP #040621****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Wastequip Manufacturing Company LLC, 6525 Morrison Blvd., Suite 300, Charlotte, NC 28211 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Bulk Solid Waste and Recycling Equipment from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires June 2, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's affiliates, authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcwell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcwell's banking institution per Sourcwell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. In no event will Vendor be liable for any loss of use, revenue, or profit, or for any consequential, incidental, indirect, or exemplary damages, whether arising out of breach of contract, tort (including negligence), or otherwise, regardless of whether such damage was foreseeable and whether or not the indemnitee was advised of the possibility of such damages.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License*. During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article.

Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
- b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
- c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcwell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcwell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcwell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcwell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less

broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

22. CANCELLATION

Sourcwell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days’ written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor’s Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcwell

Wastequip Manufacturing Company LLC

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 5/26/2021 | 2:57 PM CDT

DocuSigned by:
John Defenbaugh
By: C78BB77820D1461...
John Defenbaugh
Title: President-Commercial
Date: 6/2/2021 | 2:32 PM EDT

Approved:

DocuSigned by:
Chad Coauette
By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 6/2/2021 | 1:39 PM CDT

RFP 040621 - Bulk Solid Waste and Recycling Equipment

Vendor Details

Company Name: Wastequip Manufacturing Company LLC
Does your company conduct business under any other name? If yes, please state: Wastequip LLC
Address: 841 Meacham Road
Bid Location
Statesville, NC 28677
Contact: Marya Jenkins
Email: mjenkins@wastequip.com
Phone: 800-424-0422 09587
Fax: 800-424-0422
HST#: 223191624

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Submitted By: Marya Jenkins
Email: mjenkins@wastequip.com
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Submitter's IP Address: 65.158.142.90

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Wastequip LLC
2	Proposer Address:	6525 Morrison Blvd, Ste 300 Charlotte, NC 28211
3	Proposer website address:	www.wastequip.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	John Defenbaugh, President, Commercial 6525 Morrison Blvd, Ste 300 Charlotte, NC 28211 JDefenbaugh@wastequip.com 704.366.7140
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Marya Jenkins, Bid/Contract Specialist 841 Meacham Road Statesville, NC 28677 MJenkins@wastequip.com 800-242-0422 Ext 09587
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	None

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Privately held, Wastequip is the leading North American manufacturer of waste handling equipment. Headquartered in Charlotte, North Carolina with manufacturing and service facilities throughout North America, the company has over 2,000 employees across North America.</p> <p>With locations throughout the United States, we serve our customer base on a local level while delivering economies of scale that smaller manufacturers cannot achieve. Since many of our brand companies serve sectors in which it can be difficult and costly to ship products from remote locations, this gives us a distinct advantage over competitors with a smaller footprint.</p> <p>Wastequip was created to consolidate the highly fragmented and regionalized waste equipment manufacturing sector. Our vision was to provide the large and growing base of national haulers with a single source for their waste hauling needs, including standardized equipment, highly durable products, inventory availability, faster delivery and outstanding customer service.</p> <p>Wastequip established an extensive North American manufacturing and service footprint. Over the course of three decades, Wastequip strategically purchased the top companies and best brands — from refuse trucks, to hoists, carts and tarping systems — and united them under the Wastequip name.</p>

8	What are your company's expectations in the event of an award?	As a possible incumbent awardee, Wastequip expects to: 1. Continue to increase awareness in the marketplace regarding our Sourcewell contract, our products and services by offering total product purchase solutions using our Sourcewell contract and teaming with other Awarded Sourcewell Vendors. 2. Continue to promote Sourcewell within our existing customer base and expand this offering to newly acquired divisions within Wastequip. 3. Continue to improve upon our dealer networks understanding of Sourcewell and how to utilize our Sourcewell contract to gain the competitive advantage. 4. Continue revenue growth by continuing to gain market share.	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please see the attachment labeled: 2. RFP 040621 Wastequip Q9 Financial Strength and Stability This attachment includes our 2020 unaudited financials and current bond rating letter.	*
10	What is your US market share for the solutions that you are proposing?	While Wastequip's exact market share information is company confidential and critical to our strategy for success, we can share more about our market position. Based on our internal estimates, we determined that most of Wastequip's business units enjoy a number one or number two position in the marketplace, including our Steel Group and Galbreath Mobile Group.	*
11	What is your Canadian market share for the solutions that you are proposing?	Most of our divisions do a very small amount of business in Canada therefore we do not track our Canadian market share.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	b). Wastequip is best described as a manufacturer.	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Wastequip has all requisite permits and licenses to operate in each local facility and service area. While there are no particular national licenses or certifications required to be held in our industry, Wastequip has implemented QUALITY ASSURANCE PROGRAM built on the same structure as ISO. 1.The purpose of our Kanban implementation is to produce exactly what the customer wants, when the customer wants and in the quantity the customer wants. 2. Our WPS system is a 5 step process for organizing our workplace. This organization establishes a workplace standard/normal condition. It creates a standardized, safe and better working environment. It enables us to work more effectively. It encourages ownership and teamwork and creates visual management tool by enabling quick recognition of abnormalities in order to take actions to return or improve the standard. 2. Wastequip operates facilities that are OSHA compliant. 3. Wastequip products offer full compliance with the following American National Standards Institute (ANSI) Standards to ensure consistent quality: ANSI Z245.30 – 2008 Waste Containers-Safety Requirements and Z245.60-2008 Waste Containers-Compatibility Dimensions ANSI Z245.2-2013 Stationary Compactors and Z245.5-2013 Baling Equipment ANSI Z245.1 Mobile Wastes and Recyclable Materials Collection Wastequip employees from several divisions have or are currently serving on National Waste and Recycling Association committees or subcommittees.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
16	Describe any relevant industry awards or recognition that your company has received in the past five years	2020 - Nick Wiseman, Wastequip's CHRO, was recognized by the HRO Today Association as a 2020 Finalist for the Engagement Strategy Excellence Awards for the North America Region. 2019 - Wastequip was recognized by Charlotte Magazine as the Best Company to Work For 2019 - Kristin Kinder, Wastequip's VP of Research and Waste Stream Sustainability, was recognized by Waste360 for 40 Under 40. 2019 - Henry Retamal, Wastequip's President of Operations, was recognized by Waste360 for 40 Under 40. 2018 - Steve Klueg, Wastequip's CFO, was recognized by the Charlotte Business Journal as CFO of the Year. 2018 - Rich Sedory, Wastequip's General Council, was recognized by the Charlotte Business Journal as Outstanding General Counsel of the Year. 2017 - Wastequip was recognized by the Charlotte Business Journal as the Middle Market Leader of the Year
17	What percentage of your sales are to the governmental sector in the past three years	For the product line being offered in this RFP, over the past three years approx. 6% of our total sales were to the government sector.
18	What percentage of your sales are to the education sector in the past three years	For the product line being offered in this RFP, over the past three years approx. 1% of our total sales were to the education sector.
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Sourcewell: National Co-Operative Contract; \$9.44 M; \$15.2 M; \$13.9 M Houston Galveston Area Council (HGAC): National Co-Operative Contract; \$762K; \$924K; \$1.06 M Texas BuyBoard: National Co-Operative Contract; \$944K; \$1.48 M; \$821K
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	None at this time.

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
City of Huntsville	Darrel Luker	936-581-6417
City of Nacogdoches	Cary Walker	936-559-2582
Calcasieu Parish	LJ Wimberly	337-721-3760

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
CITY OF ALBUQUERQUE	Government	Arizona - AZ	Provide refuse equipment	Varies	\$1.72M
CITY OF MISSION	Government	Texas - TX	Provide refuse equipment	Varies	\$796K
CITY OF HARLINGEN	Government	Texas - TX	Provide refuse equipment	Varies	\$708K
CITY OF LOGAN	Government	Utah - UT	Provide refuse equipment	Varies	\$525K
LOWER VALLEY WATER DISTRICT	Government	Texas - TX	Provide refuse equipment	Varies	\$479K

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
23	Sales force.	<p>The majority of Wastequip sales are made directly by Wastequip employed Regional Sales Managers (RSM). Our direct Wastequip employed sales network consist of the following:</p> <p>Wastequip Steel Group to include compaction equipment consists of (18) RSM's that cover the continental US, Hawaii, Alaska, and Canada and (8) Customer Services Representatives (CSR)</p> <p>Confab Steel Group consists of (3) RSM's that cover the lower US West Coast and Hawaii and (6) CSR's</p> <p>Galbreath Mobile Group consists of (5) RSM's that cover the continental US and Canada and (3) CSR's</p> <p>Amrep Mobile Hoist Group consists of (5) RSM's that cover the continental US and Canada and (8) CSR's</p> <p>All groups are supported by our Wastequip Bid Team and our Wastequip Call Center Inside Sales Team members. Wastequip also provides product group specific Warranty Teams. Together these team members perform all actions necessary to produce an acceptable level of sales, including, but not limited to: making sales calls necessary to cover territory, assisting with test programs and warranty administration. All dealers and service providers are independent third party contractors and employ their own teams consisting of sales, service and warranty staff.</p>
24	Dealer network or other distribution methods.	<p>All Wastequip Groups rely on a wide and geographically diverse independent third party dealer network and service providers who aid in developing new business and provide additional support services to Wastequip.</p> <ol style="list-style-type: none"> 1. Wastequip/Confab Steel Groups offer approx. fourteen (14) Preferred Dealers who employ sales and service staffs. 2. Galbreath Mobile Group touts a robust dealer network for the cable hoist market consisting of approximately fifty (50) qualified Galbreath dealers located strategically across the US. 3. Amrep Mobile Hoist Group offers a geographically diverse independent third party dealer network consisting of (6) dealers with (11) locations, who aid in developing new business and provide additional support services to Amrep. Wastequip's Amrep division services our customers and dealer network from (5) factory owned locations. Our dealer network and service providers are fully supported by the Wastequip sales, service and warranty teams.
25	Service force.	<p>All Wastequip Groups rely on a wide and geographically diverse independent third party dealer network and service providers who aid in developing new business and provide additional support services to Wastequip.</p> <p>Our Wastequip/Confab Group offers a nationwide service provider network of approximately 526 independently owned service provider companies who provide warranty, preventative maintenance, service and repair of equipment.</p> <p>Our Galbreath Mobile Group dealer network also provides warranty, preventative maintenance, service and repair of equipment assistance.</p> <p>All Wastequip Groups employ division specific engineering staff who are available for specific design projects or technical requirements.</p> <p>Our dealer network and service providers are fully supported by the Wastequip sales, service and warranty teams.</p>

26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Wastequip prides itself on superior customer service and has significant experience servicing both large and small municipal and privately owned accounts as well as multi-location organizations. Our extensive customer base demands rigorous, just-in-time delivery performance and responsive customer service. Wastequip's Customer Service Representative (CSR) handle customer needs prior to, during, and after orders are placed with our company. Our goal for standard product order entry is to have customers' orders submitted, entered, and confirmed with ship dates within 48 hours of receiving the Purchase Order. Non-Standard or Special Products go through a similar process that includes engineering, sales drawing submittal for approval, and then from approval on to confirmed ship date.</p> <p>At Wastequip we want all customers to have a great experience with our products – from our first contact with us all the way through product delivery. As such, we have adopted the following customer service credo:</p> <p>Commitment:</p> <ul style="list-style-type: none"> • We will treat all customers with respect (regardless of size) • We will follow up with customers upon receipt of order to ensure satisfaction • We will resolve any issues quickly <p>Support:</p> <ul style="list-style-type: none"> • We will provide a dedicated Customer Service Representative (CSR) for each participating member • We will respond quickly on quotes (same-day response in most cases) • We will provide an order confirmation (within 48 hours in most cases) • We will call customers with shipping & delivery information and provide early notification should there be any issues with orders 	*
27	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.	All Wastequip Groups are able to fully serve all 50 states and U.S. Territories	*
28	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	All Wastequip Groups are able to fully serve Canadian Provinces	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	All Wastequip Groups are able to fully serve all 50 states, U.S. territories, and Canadian provinces.	*
30	Identify any Sourcwell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	<p>All Wastequip Groups are able to fully serve all 50 states, U.S. territories, and Canadian provinces.</p> <p>Wastequip's Amrep Mobile Hoist Group currently has a stronger presence in the Western Region of the United States. In 2018 an Eastern production facility was opened in Salisbury N.C. to manufacture for the Eastern market. Since 2018 Amrep has been widening its reach and presence in the Central and Eastern U.S. Wastequip's Amrep Group intends to maintain the expansion by continually adding support dealers in areas where service facilities are limited.</p> <p>There are no current contracts nor relationships that limit our ability to serve the aforementioned markets.</p>	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>No specific contract requirements or restrictions would apply.</p> <p>Wastequip is able to serve these areas with all of our offered products. We find that the difference in our service involves Ocean Freight, different sized sea containers (different container quantities than over-the-road semi truck loads), and varying schedules for shipments. The shipments may vary due to restricted passage to these outlying states/territories whose path of shipment may involve extreme seasonal and other weather related issues. We find that these customers are more than aware of the issues surrounding their shipments, and they are most accepting of these differences for shipments.</p>	*

Table 7: Marketing Plan

Line Item	Question	Response *
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32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Please see attached 7. RFP 040621 Wastequip Q32 Marketing Plan Samples Within selected media channels, Wastequip will announce its continuing partnership with Sourcewell via a press release or other content delivery form. This will be directed at those market categories with whom this message and value will resonate. Wastequip will advertise via digital and print platforms, including social media outlets, with paid and organic creative. The target audience will include Government buyers in such segments as Public Works and Municipalities, and in such publications as American City and County and/or Government Product News. Our association and partnership with Sourcewell will be prominently displayed at appropriate trade show events. Wastequip participates in a variety of major/national trade shows, as well as having a presence in numerous regional shows and events. We will promote the partnership by incorporating the Sourcewell logo on various show assets (such as banner stands) and literature as appropriate. Wastequip has numerous web properties that promote our value to the markets we serve, and we will include Sourcewell information and possibly a link back to Sourcewell (depending on link feasibility) on our web properties.	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	***CONFIDENTIAL INFORMATION*** Facebook: Wastequip utilizes both paid and organic posts to promote partnerships, product release, service offerings, and our dedication to creating and maintaining a sustainable environment. We are able to hone our message and be exacting in who we reach, and our Facebook property allows for interaction with both customers (such as municipalities) and the general consumer. We are able to capture these visits to our page and understand if our messaging is resonating, and then adjust accordingly (if necessary). LinkedIn: This platform allows Wastequip to reach specific job titles and companies that have an interest in our product, and also allows us to open the door to new market opportunities and reaching new segments for penetration. Wastequip website properties: Within our websites, we provide the value we offer to the market and answer the question of "Why choose Wastequip." Our sites are segment focused, with a sub focus on product. We are able to capture data on visitors and gain a better understanding of what the market desires and what is important to them when selecting a supplier of products and services. Banner ads: Wastequip tracks site visits and conversions from keywords and banner ads as seen in publications of interest. Email inquiries are tracked through the sales cycle in Salesforce by lead source. Wastequip uses Google Analytics, Pardot tracking, Salesforce reporting, and pay per click data to enhance the effectiveness of our marketing campaigns. The Wastequip YouTube channel allows interested users (customers, consumers) to actually view a variety of products in use. This helps enhance reputation in the market, and broadens our message as being a provider of sustainable, durable, and effective products. Wastequip uses Twitter to share more news oriented content or retweet relevant waste industry news content.	*
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Wastequip believes the Sourcewell role in promoting the contract is similar to Wastequip's. Based on the success we have enjoyed with Sourcewell for the past 11 years we believe we have a good understanding of and appreciation for Sourcewell's promotion of our contract to its member agencies. Wastequip will continue to share the responsibilities. 1. Networking - In light of the current COVID pandemic and networking opportunity limitations, Wastequip and Sourcewell should share and exchange information in order to help each organization to promote the contract. Our organizations can share newsletters, participate in e-mail networks, or meet at seminars and conferences once open to the public events occur. 2. Multisector Collaborator - Sourcewell and Wastequip should continue to work together to look for ways to expand product offerings based on Sourcewell Member needs, if those needs were not initially included into the RFP. Sourcewell and Wastequip should work together to offer more in depth dealer/distributor network training. By sharing the above listed responsibilities Wastequip's aim is to strengthen the relationship between our Regional Sales Managers with the Sourcewell professional staff. We also look forward to more pro-active marketing of this contract through our Wastequip Marketing team using electronic media, shows and meetings. The Wastequip Bid Department will continue to be a primary conveyor of our partnership with Sourcewell, and include the appropriate logo and data in bid/contract packages as deemed necessary. This will extend the reach of Sourcewell into markets that Sourcewell currently may not serve and aide in bringing awareness to those markets.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	No, due to the special requirements of the products Wastequip manufactures, our products are not currently available for e-procurement to municipal/government entities.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Wastequip Steel Group offers specific Sales and Compaction Technical training consisting of the following:</p> <ol style="list-style-type: none"> 1. Compaction Sales Training: Training is provided at no charge and consists of basic overview of compaction operation and usage. Nine classroom training modules cover fundamentals, process, applications, waste flow analysis, equipment types, feeding recommendations, electrical requirements, location analysis, site surveys, and available equipment options. Sales Training can be geared for 1 day or broken into smaller multiple sessions. 2. Compaction Technical Training: Training is a 2-day classroom and hands-on course for service and maintenance personnel of compaction and baler equipment. The course is \$350 per student and each attendee receives a service training manual, training competitions certificate and an electric volt meter. The curriculum includes the following: <ol style="list-style-type: none"> 1. Plant Tour 2. Hydraulics 3. Electrical Theory 4. Hands-on hydraulic and electrical demonstrations 5. Troubleshooting systems 6. Application of classroom knowledge to achieve solutions 7. Guardian Control System 8. ANSI (American National Standards Institute) 9. Lock out / tag out procedures 10. Review of new equipment features
37	Describe any technological advances that your proposed products or services offer.	<p>Wastequip manufactures a full range of garbage collection, compaction, transportation, and disposal equipment for residential, commercial, and industrial applications. Wastequip's commitment and continued investment into product innovation will lead to continuous improvement in every phase of waste management.</p> <ol style="list-style-type: none"> 1. Wastequip has partnered SSAB, a global specialty steel supplier, to develop a high strength roll-off container for the construction and demolition industry. This container incorporates SSAB's Hardox 450 wear plate for better performance and sustainability to withstand the abuse of containers used in these dense waste applications. Wastequip's RockBox containers are twice as strong and last four times as long as standard containers used in these applications. The use of Hardox 450 wear plate and a unique floating body design allows this to be done without increasing the container tear weight. 2. Galbreath Mobile Group provides alternate fuel compatible roll-off hoists to meet the needs of customers desire to operate compressed natural gas (CNG) powered vehicles.

38	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>At Wastequip, we’re focused on building a bright future for our employees, our communities, and our environment. And our CORE program — reflecting our COrporate REsponsibility commitment to sustainability, diversity and philanthropy — exhibits our dedication to:</p> <ul style="list-style-type: none"> • Helping define the future of the waste industry with progressive thinking and leadership • Developing products with consideration for the environmental impact to future generations • Employing a diverse workforce, providing development opportunities and valuing diverse perspectives • Continuing to demonstrate social consciousness so our team members and customers are proud to work for or do business with Wastequip <p>As part of the CORE program, Wastequip is committed to creating more sustainable products, processes and facilities, without sacrificing our legendary quality. Future generations are counting on us to create better products, and to do so more responsibly.</p> <p>As a manufacturer, identifying efficiencies in how we source materials and manufacture and distribute our Steel and Galbreath products is among our most environmentally impactful opportunities.</p> <ul style="list-style-type: none"> • Incoming packaging efficiency: For incoming shipments, Wastequip has been standardizing our reusable pallets and containers and implementing circular take-back models with our pallet suppliers. • Material efficiency: We reprocess all scraps, cuts, and drops of remaining steel. We actively separate alternative materials (bronze, aluminum, carbon steel) for recycling to aid in processing and reducing costs. • Energy efficiency: Across our Steel and Galbreath facilities, we’ve currently replaced about 15-20% of our welding units with new units that use a quarter to a third less electricity, and about 60% of our steel plants will LED lighting. • Distribution efficiency: We’re continuously innovating our products. Recently, we’ve been employing nesting improvements in the distribution of our steel containers, allowing us to nest and ship up to 50% more product on each truckload. <p>Additionally, our employees designed “solar powered” signage in Tyler, TX facility – and many plants and offices are equipped with motion sensing lights, and have been upgraded to use newer LED ballasts to reduce energy consumption and waste. As we have acquired new Steel facilities, we have also replaced welding gas tanks that could be prone to leakage.</p>
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	None for the products offered in this proposal.
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>Wastequip nor any of our subsidiaries are considered a Woman or Minority Business Entity (WMBE) or a Small Business Entity (SBE).</p> <p>However, Wastequip is committed to the utilization of disadvantaged entities whenever possible, and we set out to identify possible use of MWBE’s as subcontractors on a case by case basis in a concerted attempt to meet the encouraged goals of our municipal/governmental customers.</p> <p>While Wastequip does not possess certification as a disadvantages business, we do seek to employ and do business with disadvantages businesses. We use a WMBE’s or SBE’s to purchase office supplies, work with many disadvantaged businesses to perform work on projects, and are constantly seeking ways in which we may employ or do business with disadvantaged companies in both special projects and daily business.</p> <p>As in many projects, there are several possibilities for use of disadvantaged businesses. We are always prepared to search for specific businesses that may provide the following:</p> <ol style="list-style-type: none"> 1. Utilization of teaming partners for specific government set aside project opportunities 2 Over-the-road trucking of products to the our municipal/government customers (typically 53 foot trailers)

41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>1. The entire Wastequip product line streamlines purchasing for Sourcewell member agencies. Our product offering includes virtually every possible container and related lifting equipment need from the residence to the convention center to the city office building to the farmers' market. Wastequip offers Sourcewell Members an aggregate waste stream flow for waste material from waste generation to final waste disposition.</p> <p>2. With the awarded Sourcewell Contract #081716 for Class 6,7, and 8 Chassis with Related Equipment, Accessories, and Services, Wastequip is available to offer Sourcewell Members a Sole Source full product solution transaction as it relates to the Galbreath hoist product line.</p> <p>3. Galbreath touts many value add items including a full staff of Engineers, including design a group which utilizes the latest 3D modeling software with Dynamic Finite Element Analysis and a full staffed Research and Development group which allow for superior validation processes and ensuring the latest technological developments are being utilized in the design of our products.</p> <p>4. Other branches of Engineering include Application, to support ensuring the correct product is used for the customer's application, and manufacturing, who in tandem with the OPEX group work towards instituting the best processes which maximize efficiencies and control customer costs.</p>	*
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Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	Please see attached: 9. RFP 040621 Wastequip Q42 Warranty for full details. Yes, specific products, parts and labor are covered.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Please see attached: 9. RFP 040621 Wastequip Q42 Warranty for full details. No, however, all equipment under warranty must be used in accordance with the Owner's manual or guidelines to include preventative maintenance, if required. Wastequip warranties shall not apply to any unit, which has been subject to misuse, misapplication, negligence, alteration or accident.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Please see attached: 9. RFP 040621 Wastequip Q42 Warranty for full details. Compaction Products: Yes, Wastequip will reimburse our service providers for their travel time or mileage incurred when performing warranty service. Galbreath Mobile Products: No, Wastequip does not reimburse our service providers as the product is expected to be taken to the service facility for any warranty work.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No, Wastequip has service providers located in all 50 states to perform any required warranty repairs.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Yes, Wastequip will cover warranty service for items made by other manufacturers that are sold with our manufactured equipment. Original equipment manufacturers warranty will apply and any service needed will be coordinated with OEM.	*

47	What are your proposed exchange and return programs and policies?	<p>Product Return Policy</p> <p>a) All returns must be authorized by Wastequip prior to shipping and acceptance. Product must be returned in the same condition as shipped by Wastequip, which may include original packaging, and Buyer must include a copy of the Invoice with any return. Buyer must complete and return a Warranty Registration Form for some Products, where applicable. Product may not be returned by Buyer to Wastequip after 30 days of Invoice date, without applicable Warranty Registration or proof of purchase or ownership. Go To Parts' supplementary Return Policy can be found by clicking here a hard copy of which is available upon request. If there is any conflict between the Go To Parts Return Policy and the Product Return Policy contained in this Section 5, the terms of the Go To Parts Return Policy shall control.</p> <p>b) A Return Authorization Number must be obtained from Wastequip within five (5) days of receipt of Product and before such Product may be returned for credit. No Product shall be returned to Wastequip without Wastequip's written consent. If any portion of the Product delivered to Buyer are defective or are otherwise not in accordance with contract specifications, Wastequip shall have the right in its discretion either to replace such defective Product or to refund the portion of the purchase Price applicable thereto. Any returned Product shall become the property of Wastequip; Buyer, Buyer's customer or end-user is not authorized to otherwise dispose of, sell or recycle such Product, parts or components. In no event shall Wastequip be liable for the cost of processing, lost profits, injury to goodwill or any other special incidental or consequential damages.</p> <p>c) Buyer is responsible for prepayment of, and all other related freight costs associated with returning Products to Wastequip unless previously agreed to in writing by Wastequip. Buyer is responsible for any missing or damaged Product. Risk of loss or damage to Product shall pass from Buyer to Wastequip upon physical receipt by Wastequip.</p> <p>d) Special order or non-stock items or other Product specified by Wastequip are not eligible for return.</p> <p>e) Any and all Product claimed defective or as a warranty matter must include a written explanation of how the Product was stored, maintained, installed and/or operated, as further described herein. Buyer must complete a Warranty Claim Form, where applicable.</p> <p>f) If, in Wastequip's judgment, a returned Product is not defective or not shipped in error, Wastequip may apply a service charge of 20% and/or a restocking fee up to 20% of the Product purchase price.</p> <p>g) Wastequip reserves the right to dispose of, return to Buyer (at Buyer's cost of freight and related charges), allow Buyer retrieval within seven (7) calendar days, or any other remedy, in Wastequip's discretion, for any attempted Product returns in contravention of the Wastequip Terms.</p>	*
48	Describe any service contract options for the items included in your proposal.	Wastequip does not offer any service contract options for the items included in our proposal. Any service contract option would be provided by an outside third party and be provided at customers expense.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
49	What are your payment terms (e.g., net 10, net 30)?	Payment shall be due as stated on the Wastequip Invoice for the Product. All payments shall be made in U.S dollars. Payment Terms are set at Net 30 Days with Approved Credit
50	Describe any leasing or financing options available for use by educational or governmental entities.	Wastequip makes available financing solutions for state and local governments through 3rd party financial institutions. Most recently, Wastequip has teamed with NCL Government Capital, an existing Sourcewell Contract holder (#011620-NCL), to offer financing options to Sourcewell Member agencies. Through our financing options Wastequip offers Fixed Interest rates that are based on the credit quality of the governmental entity and terms that are up to 10 years with annual payments in arrears. Additional information can be found by visiting our financing web page at: https://www.wastequip.com/about-us/financing
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	***CONFIDENTIAL INFORMATION*** Wastequip utilizes the Salesforce.com CRM system to create accounts, create and enter project opportunities, verify contact information, and produce quality and professional quotes. Our CRM system follows opportunities from creation to closure. Salesforce.com allows Wastequip to input Sourcewell Member information that flows onto approved Wastequip/Sourcewell logo quotes. By selecting the Wastequip/Sourcewell logo when creating the opportunity immediate notification is sent to the Sourcewell contract point of contact, notifying them of a new quote opportunity for Sourcewell. Every quote created is reviewed and sent through a 3 to 5 channel approval process. Once approved, the quote is sent through the CRM system to the requesting Sourcewell Member. After which, the system tracks the status of the opportunity and provides ongoing updates if information had been changed. Reports are currently automatically generated and forwarded to the Sourcewell contract point of contact every Tuesday morning. At quarter end, a refreshed report is generated listing all Sourcewell opportunities. Opportunities are tracked on the "Stage" basis (Budgetary, Pipeline, Expected, Commit, Pending OE, Closed Won and Closed Lost). Information pertaining to all "Closed Won" opportunities are then uploaded to the Sourcewell provided Sales Reporting spreadsheet for quarterly submission. Wastequip offers Sourcewell Member direct from Wastequip purchases and Sourcewell Member direct from Authorized Wastequip dealer purchases. With Wastequip direct purchases, purchase orders are placed directly with Wastequip and processed and tracked as indicated above. With Sourcewell Member direct from Authorized Wastequip dealer purchases, the Sourcewell Members submits a purchase order directly to our Authorized dealer. Our Wastequip dealer then provides Wastequip with a purchase order for the Sourcewell Member order and the order is processed and tracked as indicated above.
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, Wastequip accepts P-card and credit card payments with no additional fees charged. Our preferred method of payment is Wire, ACH, or Check.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
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53	<p>Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.</p>	<p>Wastequip is offering the below product group specific pricing models. Each price guide will include a listing of options available as upgrades to the base pricing for that specific product line. All products will be identified by model numbers. Wastequip Steel Container products are offered on a line item by manufacturing facility location basis. Pricing document labeled: 11. RFP 040621 Wastequip Q53 Wastequip Steel Container Pricing Confab Steel Container products are offered on a line item by manufacturing facility location basis. Pricing document labeled: 11. RFP 040621 Wastequip Q53 Confab Steel Container Pricing Wastequip Compaction products are offered on a product catalog basis. Pricing document labeled: 11. RFP 040621 Wastequip Q53 Compaction Pricing Galbreath Mobile products are offered on a product catalog basis. Pricing document labeled: 11. RFP 040621 Wastequip Q53 Galbreath Mobile Pricing Amrep Mobile products are offered on a product line item. Pricing document labeled: 11. RFP 040621 Wastequip Q53 Amrep Mobile Pricing</p>	*
54	<p>Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.</p>	<p>Wastequip is offering the below product group specific pricing discount ranges to Sourcewell Members. Wastequip Steel Container Products: Special Market Pricing Confab Steel Container Products: Special Market Pricing Wastequip Compaction Products: 5% to 20% off Catalog List Pricing Galbreath Mobile Products: 5% to 20% off Catalog List Pricing Amrep Mobile Products: Special Market Pricing</p>	*
55	<p>Describe any quantity or volume discounts or rebate programs that you offer.</p>	<p>Wastequip may offer discounts off the Sourcewell Member price for large projects when possible, giving the Member the benefit of making larger purchases and permitting Wastequip the opportunity to be flexible in competitive situations as required. We believe that it will be to both Wastequip's and the Member's advantage for this contract to allow flexibility with larger quantity discounts. As such, we do not feel it is in either of our best interests to set prices for large projects but rather offer discounted pricing based on the details of each such project and per current market conditions at time of request.</p>	*
56	<p>Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.</p>	<p>Wastequip is offering the following sourced good solutions: 1. Nonstandard external options or open market items: Wastequip will offer these items to Sourcewell Members on a Supply Quote basis. Wastequip or Wastequip Authorized Dealer will provide the Sourcewell Member with quote for all items not listed on the awarded Sourcewell contract. These items will be sourced at a Cost plus max of 20% basis. These items will not include the 1.5% proposed administrative fee. 2. Sourcewell Member direct purchase from Wastequip: Non-standard Wastequip/Confab Steel Container(s), Compaction Products, and options will be provided at a Price on Request (P.O.R.) basis. The items are listed in the price guides a "Specials". These items manufactured by Wastequip/Confab will include the 1.5% proposed administrative fee. 3. Sourcewell Member direct purchase from Authorized Wastequip Dealer: Non-standard Wastequip/Confab Steel Container(s), Compaction Products, and options will be provided at a Price on Request (P.O.R.) basis. These items will be P.O.R to Sourcewell Member at a Dealer Cost plus max of 20% basis. The items are listed in the price guides a "Specials". These items manufactured by Wastequip/Confab will include the 1.5% proposed administrative fee.</p>	*

57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	<p>1. Installation: Cost of installation, as required, shall be paid by the end user. Due to the customized nature of our business, each customer's project installation is unique, and therefore, quoted individually. Unique installations may include, and are not limited to requirements such as installation of equipment, assembly and distribution of containers to end users, additional labor for customer preferences, etc. This cost will not include the 1.5% Administrative Fee.</p> <p>2. Taxes: Local, State and Federal Sales or Use Taxes or any applicable ferry costs, customs duties, levies and taxes are not included in our proposed pricing models. If required, these items will be added at time of quote. Also, Canadian GST/PST/HST taxes are not included in our proposed pricing models, and are not paid by Wastequip. If required to be paid by Wastequip, then the Member will be required to reimburse Wastequip for these taxes.</p> <p>3. Surcharges: Steel costs continue their historic rise, with hot rolled steel increasing nearly 150% since September 1, 2020 to the current all-time high. Wastequip has been working closely with our supply chain to help minimize these costs, but our suite of products continue to be impacted directly by the escalating commodity prices. Therefore, Wastequip is including a surcharge option to our RFP proposal. To maintain transparency with Sourcewell Members, this charge, if needed, will be shown as a separate line item at time of quote. This surcharge provides Wastequip the flexibility to adjust product pricing up or down quickly in response to cost increases such as steel and components without having to change customer discount levels established on the contract.</p>
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	<p>Wastequip has locations throughout the U.S., which allows us to serve our customer base on a local level while delivering economies of scale not possible with smaller manufacturers. With over 24 manufacturing facilities, Wastequip can stock and ship product from around the country to aid in reducing freight costs. Wastequip has extensive import/export experience and an expansive logistics group available to assist Sourcewell Members. Wastequip is able to involve outside logistic companies to participate in shipping by freight hauler/common carrier, subcontracted off-loading, assembly, installation and distribution as required by the Sourcewell Member needs and demands. Wastequip will evaluate each order as a unique opportunity and consider the Sourcewell Members order volume and location.</p> <p>1. Freight: Cost of shipping/delivery shall be paid by the End User. Calculations of the freight/delivery charges will be based on prevailing rates at the time of quote and included on quote as a separate line item. Sourcewell Member is responsible for offloading equipment at time of delivery unless otherwise noted at time of order. This cost will not include the 1.5% Administrative Fee.</p>
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>Wastequip is able to serve these areas with all of our offered products. We find that the difference in our service involves Ocean Freight, different sized sea containers (different container quantities than over-the-road semi truck loads), and varying schedules for shipments. The shipments may vary due to restricted passage to these outlying states/territories whose path of shipment may involve extreme seasonal and other weather related issues. We find that these customers are more than aware of the issues surrounding their shipments, and they are most accepting of these differences for shipments.</p>
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>The Wastequip/Confab Group is able to ship steel containers from 17 steel manufacturing facilities. Compaction equipment can be shipped from 7 manufacturing/finishing facilities ensuring Wastequip is able to provide the most economical freight rates to our customers. Wastequip/Confab steel slant and flat top containers are nestable meaning one container nests inside another container, therefore saving on freight charges. Our Confab Group also offers a double deck delivery trailer option for delivery in California only. This allows for small steel container to be shipped unstacked, fully assembled and ready to use.</p>

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	<p>***CONFIDENTIAL INFORMATION***</p> <p>Wastequip utilizes the Salesforce.com CRM system to create accounts, create and enter project opportunities, verify contact information and produce quality and professional quotes. Our CRM system follows opportunities from creation to closure. Salesforce.com allows Wastequip to input Sourcewell Member information that flows onto approved Wastequip/Sourcewell logo quotes. By selecting the Wastequip/Sourcewell logo when creating the opportunity immediate notification is sent to the Sourcewell contract point of contact, notifying them of a new quote opportunity for Sourcewell. Every quote created is reviewed and sent through a 3 to 5 channel approval process. Once approved, the quote is sent through the CRM system to the requesting Sourcewell Member/Authorized Dealer. After which, the system tracks the status of the opportunity and provides ongoing updates.</p> <p>Reports are currently automatically generated and forwarded to the Sourcewell contract point of contact every Tuesday morning. At quarter end, a refreshed report is generated listing all Sourcewell opportunities. Opportunities are tracked on the "Stage" basis (Budgetary, Pipeline, Expected, Commit, Pending OE, Closed Won and Closed Lost). Information pertaining to all "Closed Won" opportunities are then uploaded to the Sourcewell provided Sales Reporting spreadsheet for quarterly fee submission.</p>
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	<p>Wastequip is proposing a 1.5% administrative fee. For Sourcewell Member direct to Wastequip purchases, the administration fee will be incorporated in the Sourcewell Member Price. For Sourcewell Member direct purchases through an Authorized Wastequip dealer, the administration fee will be incorporated in the price to the dealer not to the Sourcewell Member. Please note that freight, installation, surcharges and other "Total Cost of Acquisition" costs will not include this fee.</p>

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>1. Wastequip Steel Container product offering consist of the following: Environmental Containers Front Load Containers Other Large Containers Other Small Containers Rear Load Containers Receiver Containers Roll Off Containers (Rectangle and Tub) Scrap Bins Self Dumping Hoppers Side Load Containers Container Factory Options</p> <p>2. Confab Steel Container product offering consist of the following: Front Load Containers Other Large Containers Other Small Containers Rear Load Containers Receiver Containers Roll Off Containers (Rectangle and Tub) Self Dumping Hoppers Side Load Containers Container Factory Options</p> <p>3. Wastequip Compaction product offering consist of the following: Stationary Compactors Pre-Crusher Compactors Self-Contained Compactors Apartment Compactors Pak-Man Compactors Accu-Pak Compactors Vertical Balers Container Lifters Compaction Factory Options</p> <p>4. Galbreath Mobile product offering consist of the following: Cable Hoists Hook Hoists Container Delivery Units Trail Hoist Trailers Pup Trailers Roll Off Trailers Tarps Mobile Factory Options</p> <p>5. Amrep Mobile product offering consist of the following: Cable Hoists Chain Hoists Pup Trailers Transfer/Pull Trailers Tarps Mobile Factory Options</p> <p>Additional product information can be found by visiting our website at www.wastequip.com</p>
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Wastequip believes that the following subcategory of solutions should be included:</p> <p>1. Factory Options: Wastequip has included in our price guides additional factory available add on features that are readily available to Sourcwell Members. These factory options are enhancers to our standard products.</p> <p>2. Custom Options: Any custom feature requested by the customer may be provided and will be made available as a "Special" and provided as a Price On Request item.</p> <p>3. Services: Wastequip can provide additional services to Sourcwell Members. These services may include unloading, assembly, equipment installation, and training. These services will be made available as a "Special" and provided as a Price On Request item.</p>

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
66	Commercial/Industrial-sized refuse and recycling containers, roll-off containers and collection bins of metal construction	<input checked="" type="radio"/> Yes <input type="radio"/> No	Wastequip's Steel Group manufactures a wide range of front-load, roll-off, and rear-load containers, as well as self-dumping hoppers for all types of waste and recycling. The division also makes specialty containers for handling sludge, grease, and other tough waste, along with dewatering, vacuum, and intermodal containers. *
67	Knuckleboom and grapple loaders	<input type="radio"/> Yes <input checked="" type="radio"/> No	No Bid *
68	Hook and hoist dumpster loaders	<input checked="" type="radio"/> Yes <input type="radio"/> No	Wastequip's branded Galbreath Mobile Group products are engineered to withstand the punishment of hauling waste, recyclables, and scrap. The division includes branded products such as Galbreath® hoists, container handlers, and trailers; Mountain Tarp™ and Pioneer™ tarping systems. For decades, Amrep® has been meeting our customers' needs by designing durable, high-performing roll-off hoists that minimize weight and maximize payload. At Amrep, we understand that our customers' requirements vary based on application and budget, and we accommodate their needs by offering a variety of roll-off cable hoists. From refuse and construction hauling to product delivery and yard transport, Amrep can help you choose the right product. *
69	Roll-off trucks and container handlers	<input checked="" type="radio"/> Yes <input type="radio"/> No	Wastequip's branded Galbreath Mobile Group products are engineered to withstand the punishment of hauling waste, recyclables, and scrap. The division includes branded products such as Galbreath® hoists, container handlers, and trailers; Mountain Tarp™ and Pioneer™ tarping systems. *
70	Refuse and recyclable material balers and compactors	<input checked="" type="radio"/> Yes <input type="radio"/> No	Wastequip's Steel Group manufactures Wastequip®-branded compactors and industrial balers. These powerful products withstand the demands of both commercial and industrial use. *

Table 15: Industry Specific Questions

Line Item	Question	Response *
71	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>Wastequip will measure our performance of an awarded contract by the following methods:</p> <ol style="list-style-type: none"> 1. Comparing a Previous Year to Current Year Sales Analysis 2. Track and monitor Quote activity 3. Continue to emphasize the value and importance of the Sourcewell contract during sales meetings/calls 4. Maintain onboard sale training for new associates and refresher training for existing associates.
72	Describe the serviceability of the products included in your proposal (parts availability, warranty and technical support, etc.).	<p>All Wastequip Groups rely on a wide and geographically diverse independent third party dealer network and service providers who aid in developing new business and provide additional support services to Wastequip.</p> <p>Our Wastequip/Confab Group offers a nationwide service provider network of approximately 526 independently owned service provider companies who provide warranty, preventative maintenance, service and repair of equipment.</p> <p>Our Galbreath Mobile Group dealer network also provides warranty, preventative maintenance, service and repair of equipment assistance.</p> <p>All Wastequip Groups employ division specific engineering staff who are available for specific design projects or technical requirements.</p> <p>Our dealer network and service providers are fully supported by the Wastequip sales, service and warranty teams.</p>
73	Describe advancements reflected in the equipment or products offered in your proposal, such as safety, longevity or life cycle cost measures.	<ol style="list-style-type: none"> 1. Wastequip compactors are equipped with AMS (Automatic Maintenance Scheduler) that notifies you when preventative maintenance is due based on actual usage. With AMS you don't have to guess when maintenance is due or try and keep track as an indicator light illuminates when maintenance should be scheduled while still allowing you to operate the compactor. The light is reset after maintenance is performed. 2. Wastequip's guided ram system has been incorporated into high cycle compactors. This system suspends the ram off the floor and significantly reduces friction and wear. The use of ultra high molecular weight (UHMW) guide shoes provides a long lasting, low noise, low vibration solution to traditional floor riding rams. The guided ram system extends the life of the equipment and allows Wastequip to offer an industry leading warranty on our self-contained compactors. 3. The incorporation of SSAB high strength steels including Hardox and Strenx in our roll-off containers as well as in high wear areas of other equipment increase life expectancy and decrease maintenance costs.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Financial Strength and Stability](#) - 2. RFP 040621 Wastequip 09 Financial Strength and Stability.pdf - Monday April 05, 2021 14:47:13
- [Marketing Plan/Samples](#) - 7. RFP 040621 Wastequip 032 Marketing Plan Samples.pdf - Monday April 05, 2021 14:52:09
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - 9. RFP 040621 Wastequip 042 Warranty.pdf - Monday April 05, 2021 14:47:25
- [Pricing](#) - 11. RFP 040621 Wastequip Price Offerings Zip.zip - Tuesday April 06, 2021 07:05:22
- [Upload Additional Document](#) - 16RFP0~1.PDF - Tuesday April 06, 2021 11:16:00

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or

- 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - John Defenbaugh, Commercial President, Wastequip LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_2_Bulk_Solid_Waste_Equipment_RFP_040621 Fri February 19 2021 08:07 AM	<input checked="" type="checkbox"/>	1
Addendum_1_Bulk_Solid_Waste_Equipment_RFP_040621 Thu February 18 2021 01:07 PM	<input checked="" type="checkbox"/>	1

Public Works Committee

9.

Meeting Date: 03/11/2024
Submitted For: Avery Rigney, Public Works
Initiator: Avery Rigney, Asst. Public Works Director
Department: Public Works
Staff Information Source:

Information

AGENDA ITEM TITLE:

Receive report on street rehabilitation projects funded by the 2019 CIP street sales tax, or take other necessary action. (Mike Stewart)

BACKGROUND:

In 2019, the public voted on an additional .33% sales tax that was to be committed to street rehabilitation. The sales tax was slated to bring in Twelve Million Dollars (\$12,000,000.00) and the City of Muskogee Foundation agreed to provide a Twelve Million Dollars (\$12,000,000.00) match contribution.

The City was divided into 4 zones, with Okmulgee/Chandler being the North and South dividing line, and Main Street being the East and West dividing line. The sum of the sales tax and foundation match of Twenty-four (\$24,000,000.00) is to be divided equally into Six Million (\$6,000,000.00) per zone.

As of today, the City has done significant work in each zone. There is a PowerPoint that will be presented by Staff at the Public Works Committee meeting on 3/11/24 that will take a more in depth review of where the funds have been utilized, where we currently stand, and our plans to move forward.

RECOMMENDED ACTION:

Receive report.

Fiscal Impact

Attachments

CIP Zone

The logo of the City of Muskegon, featuring a stylized blue and white envelope shape with a yellow and orange sunburst at the top.

CIP Zone Update

For Street Improvement Advisory Commission 2/14/24

Reminders

- Additional .33% sales tax as approved by the voters
- \$12m in sales tax revenue
- \$12m in City of Muskogee Foundation Match
- Primary focus on residential streets
- Clean the Chalkboard, shot of adrenaline for street maintenance
- Biggest road project in Muskogee history
- Maintenance vs new construction
- What can we do for road maintenance?

Streets Condition prior to CIP for Street Rehab

- **Current Residential Streets -230 Miles**

- Asphalt/Chip Seal - 178 Miles
- Concrete - 52 Miles

- **Average PCI = 56**

- **Miles Below 60 PCI = 82**

- **Miles Below 45 PCI = 48**

ZONE	C/L Miles	%
North West Zone	75	24%
North East Zone	85	28%
South West Zone	50	16%
South East Zone	91	29%
Central Business District	9	3%
TOTAL	310	100%

Street Conditions post CIP for Street Rehab

- After the CIP is completed the streets will be reassessed and assigned a new Pavement Condition Index.
- Staff would estimate an improvement from the original rating of a 56 to above a 70. Which is a substantial improvement.

Northwest Zone

Northwest Zone		
Project	Contractor	Cost
Mill and Overlay	APAC	2,826,607
Microseal Concrete	Vance	1,578,378
Traffic	Direct Traffic	45,000
Viaduct	TLS TEC	177,590
Asphalt for Level Up	City Staff	641,215

- Mill and Overlay completed in 2023
- Microseal Completed in 2023
- Viaduct – 4 corners- completed in 2024
- Traffic striping to date- completed in 2024

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Northeast Zone

Northeast Zone		
Project	Contractor	Cost
Mill and Overlay	RossCon	3,000,000
Microseal		1,172,097
Concrete	Cook, Good Concrete	66,980
Traffic	Direct	279,774
Traffic	Advanced	41,650
Viaduct		177,590
Asphalt for Level Up		7,870

- Mill and Overlay completed in 2021
- Microseal Completed in 2021
- Concrete work
 - Utah and Haskell- completed late 2023
 - Country Club Multi-Panel replacement- Completed in 2023
 - Gibson Street from York to Daisy Completed February 2024
- Traffic completed in 2021
- Viaduct 4 Corners- 2024

Southwest Zone

Southwest Zone		
Project	Contractor	Cost
Mill and Overlay	APAC	3,869,701
Microseal	Vance	673,457
Concrete		
Traffic		
Viaduct		177,590
Asphalt for Level Up		62,117

- Mill and Overlay- 80% complete to date
- Microseal- complete in 2024
- Viaduct 4 Corners- 2024

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Southeast Zone

Southeast Zone		
Project	Contractor	Cost
Mill and Overlay	RossCon	1,663,540
Mill and Overlay Pre 2024	RossCon	54,388
Microseal Concrete Traffic		1,684,968
Viaduct		177,590
Country Club	(Total remaining amount)	1,368,975
ROW Acquisition	Pinnacle/Citizens	212,250
Engineering	HUB	18,775
Asphalt for Level Up		40,381

- Mill and Overlay- 95% complete
- Microseal- to begin in late summer depending on City level up
- There will be a significant cost in the level up process. Staff estimated \$250,000 more or less
- Engineering and ROW acquisition pertain to the Country Club widening project in front of Creek Elementary
- There was initially \$1.6M allocated to the Country Club widening and after ROW and Engineering there is \$1,368,975.
- There was already substantial rehab work done in this zone prior to the CIP that accommodates for the \$1.6M for Country Club

Summary

- After all is accounted for there is around \$2.5M left in the CIP fund for road improvements. As the remaining projects wrap up, staff will evaluate the City for best use of remaining funds. As projects come to fruition they will be brought to the Street Committee for recommendation and approval.
- The Street Committee, The Foundation, and the City Council deserve recognition for work going on across the City.

Public Works Committee

10.

Meeting Date: 03/11/2024
Submitted For: Avery Rigney, Public Works
Initiator: Avery Rigney, Asst. Public Works Director
Department: Public Works
Staff Information Source:

Information

AGENDA ITEM TITLE:

Consider approval for the City of Muskogee to submit a Notice of Intent to seek potential funding for the Meadows Subdivision Flood Mitigation Study, in the amount of \$150,000.00, and the Citywide Stormwater Management Plan, in the amount of \$500,000.00, to accept said grant funds if awarded, and use of the matching grant funds in the amount of \$187,500 for these grants, or take other necessary action. (Mike Stewart)

BACKGROUND:

This item is to inform the City Council of the City staff's intent to seek grant funds for studies on Citywide and Meadows Subdivision drainage issues. These studies are necessary for the City to secure further grant funds in the future, such as the FEMA BRIC grant.

There are 2 elements to this report:

1.) Citywide Master Drainage Plan- To secure potential grant funds in the future as it pertains to stormwater drainage grants for studies, improvements, and other various opportunities, the City must have a master stormwater drainage plan. A master stormwater drainage plan is an engineered study that indicates problem areas in the City as it relates to:

- A complete inventory of the components, location, and condition of the public drainage system.
- The nature and magnitude of flood risk throughout the City.
- The relative degree of flood risk in different areas of the City necessary to establish priorities for further studies and capital improvement projects.
- The likely range of costs to mitigate flood risks in the flood-prone parts of the City.

The scope of this plan would be to build on the city-wide rain on grid analysis and hot spot identification already completed to achieve the following:

- Review problem areas in detail
- Develop a prioritization criterion
- Develop mitigation project concepts
- Rank Projects
- Prioritize watersheds for further detailed study
- Program a 5-year capital improvement program and watershed study plan
- Conduct a detailed modeling and refine flood mitigation concept development for 1 or 2 of the highest priority watersheds.

The grant amount would be \$500,000.00, the City would need to provide a 25% match for this if awarded the grant.

2.) Meadows Subdivision Flood Mitigation Study- As the Council is aware, much of the Meadows is in the Special Flood Hazard Area and the City reports that the area experiences frequent road flooding that impedes ingress and egress as well as structural flooding. Over 50 residences reported flooding in May 2022, including significant structural flooding with floodwaters up to 3 feet inside homes. Based on a high level , rain-on-grid analysis already conducted, approximately 80 residential properties are subject to inundation in a 100-year event. Additionally, the road flooding impacts response time for first responders as well as community accessibility to residents and visitors.

The scope of this study would include a detailed hydraulic and hydrologic analysis to refine the nature and magnitude of the risk, identify potential mitigation alternatives, and design the selected alternative. The mitigation alternatives expected to be evaluated are:

- Bridge improvements to reduce bottlenecks and resulting road and structural flooding due to undersized culverts.
- Upstream detention to mitigate road and structural flooding
- Residential buyouts
- Some combination of the above

The grant amount would be \$150,000,00 and does require a City 25% match.

RECOMMENDED ACTION:

Receive report.

Fiscal Impact

Attachments

No file(s) attached.

Public Works Committee

11.

Meeting Date: 03/11/2024

Submitted For: Mike Stewart, Public Works

Initiator: Ashley Wallace

Department: Public Works

Staff Information Source: Mike Stewart

Information

AGENDA ITEM TITLE:

Consider approval of the lowest and best bid in the amount of \$2,270,998.50, Subtotal Base plus Add Alt. No. 1 Bid, from Cook Consulting, LLC, for Waterline Interconnects Package "D", Project No. 2022024, as recommended by Cowan Group Engineering, or take other necessary action. (Mike Stewart)

BACKGROUND:

Package "D" or Priority Line Replacements is part of the Capital Improvements Plan Recommendation for waterline replacement throughout the City of Muskogee consisting of packages D, E, and F. Each package consists of approximately the same total linear feet of line replacement. The replacement needed for the lines was determined based on age, type of line, and work orders for leaks during the creation of the Capital Improvements Plan. The replacements in Package "D" will consist of 6, 10, and 12-inch waterlines totaling approximately 11,652 linear feet. A base bid and an alternate bid were presented to ensure the project was within the remaining budget. The project is being funded through the Drinking Water State Revolving Fund (DWSRF) loan program which began in 2017 and this will be the final bid package for the program, which will be completed approximately one (1) year after construction begins. Bids were solicited in the newspaper and online in multiple bid rooms. The City received two (2) bids which were competitive. Cowan Group Engineering is recommending the award to the low bidder, Cook Consulting, LLC.

RECOMMENDED ACTION:

Approve bid to Cook Consulting, LLC, in the amount of \$2,270,998.50 for Package "D" Project No. 2022024.

Fiscal Impact

FUNDING SOURCE:

Funding for this project is in the adopted budget in the MMA Capital Projects Fund at 500-6530-461.62-26.

Attachments

Engineer's Recommendation Letter

Engineer's Bid Tab



February 5, 2024

Ashley Wallace
Projects and Contracts Coordinator
City of Muskogee
229 W. Okmulgee, P.O. Box 1927
Muskogee, OK 74401

RE: City of Muskogee/ Muskogee Municipal Authority
Waterline Interconnects Package "D" Bid Award Recommendation
Project No. 19-813 DWSRF: P40-1021607-02

Dear Ms. Wallace:

Pursuant to the bid opening held on January 31, 2024, please find the attached Tabulation of Bids for the project and original bid submission packets. The bid consisted of two (2) responsive bidders. All submitted bids were determined to be complete. The bid amounts ranged from \$1,523,196.95 to \$1,768,862.00 and the Engineer's Estimate was \$1,764,179.00.

The apparent low bidder for the project is Cooks Consulting LLC., with the following totals:

Base Bid	\$1,523,196.95
Add Alternate One	\$747,801.55

Pursuant to the review of the bid package, bonds, references and Tabulation of Bids, the bid is acceptable.

After careful review and consideration, Cowan Group Engineering recommends the City of Muskogee/Muskogee Municipal Authority award the project contract to the low bidder, Cooks Consulting LLC., at the total Base Bid plus Add Alternate One amount price of \$2,270,998.50.

Should you have any questions, please contact the undersigned at 405.463.3369.

Sincerely,
COWAN GROUP ENGINEERING, LLC

A handwritten signature in blue ink that reads 'Michael Taylor'.

Michael Taylor, PE
Project Manager

Enclosure: Bid Tabulation
Original Bid Packages (2)



COWAN GROUP ENGINEERING, LLC
 7100 N Classen Blvd., Suite 500
 Oklahoma, OK 73116
 405.463.3369 O
 405.463.3381 F

PROJECT NAME Muskogee Package "D" Interconnects
 PROJECT NO. 19-813 DWSRF: P40-1021607-02
 BID OPENING Wednesday January 31, 2024
 LOCATION CITY OF MUSKOGEE, OKLAHOMA
 DATE 2/5/2024

BASE BID				ENGINEER'S ESTIMATE		Cooks Consulting		Lonehickory Cattle	
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	MOBILIZATION	LSUM	1	\$ 75,000.00	\$ 75,000.00	\$ 50,000.00	\$ 50,000.00	\$ 65,000.00	\$ 65,000.00
2	CLEARING AND GRUBBING	LSUM	1	\$ 30,000.00	\$ 30,000.00	\$ 20,000.00	\$ 20,000.00	\$ 10,000.00	\$ 10,000.00
3	STORMWATER POLLUTION PREVENTION PLAN	LSUM	1	\$ 12,500.00	\$ 12,500.00	\$ 3,000.00	\$ 3,000.00	\$ 500.00	\$ 500.00
4	18" STEEL CASING (BORING)	LF	462	\$ 350.00	\$ 161,700.00	\$ 350.00	\$ 161,700.00	\$ 350.00	\$ 161,700.00
5	12" PVC C-900 PIPE DR-18 (BORING)	LF	432	\$ 100.00	\$ 43,200.00	\$ 250.00	\$ 108,000.00	\$ 100.00	\$ 43,200.00
6	12" PVC C-900 PIPE DR-18 (TRENCHING)	LF	4,721	\$ 125.00	\$ 590,125.00	\$ 95.00	\$ 448,495.00	\$ 90.00	\$ 424,890.00
7	6" PVC C-900 PIPE DR-18 (TRENCHING)	LF	2,252	\$ 55.00	\$ 123,860.00	\$ 50.00	\$ 112,600.00	\$ 50.00	\$ 112,600.00
8	TRENCHING 0' TO 10'	LF	6,973	\$ 5.00	\$ 34,865.00	\$ 1.15	\$ 8,018.95	\$ 55.00	\$ 383,515.00
9	12" GATE VALVE & BOX	EA	4	\$ 4,500.00	\$ 18,000.00	\$ 4,000.00	\$ 16,000.00	\$ 5,500.00	\$ 22,000.00
10	6" GATE VALVE & BOX	EA	14	\$ 2,500.00	\$ 35,000.00	\$ 2,000.00	\$ 28,000.00	\$ 2,750.00	\$ 38,500.00
11	6"X6" TAPPING SLEEVE & VALVE W/ BOX	EA	5	\$ 3,500.00	\$ 17,500.00	\$ 4,000.00	\$ 20,000.00	\$ 3,500.00	\$ 17,500.00
12	10"X6" TAPPING SLEEVE & VALVE W/ BOX	EA	1	\$ 4,000.00	\$ 4,000.00	\$ 4,400.00	\$ 4,400.00	\$ 3,750.00	\$ 3,750.00
13	12"X12" TAPPING SLEEVE & VALVE W/ BOX	EA	3	\$ 10,000.00	\$ 30,000.00	\$ 8,000.00	\$ 24,000.00	\$ 9,000.00	\$ 27,000.00
14	24"X12" TAPPING SLEEVE & VALVE W/ BOX	EA	2	\$ 14,000.00	\$ 28,000.00	\$ 10,000.00	\$ 20,000.00	\$ 10,000.00	\$ 20,000.00
15	FIRE HYDRANT ASSEMBLY	EA	10	\$ 5,000.00	\$ 50,000.00	\$ 3,500.00	\$ 35,000.00	\$ 7,500.00	\$ 75,000.00
16	MECHANICAL JOINT FITTINGS	LB	11,732	\$ 12.00	\$ 140,784.00	\$ 15.00	\$ 175,980.00	\$ 6.50	\$ 76,258.00
17	CONNECT TO EXISTING	EA	8	\$ 5,000.00	\$ 40,000.00	\$ 2,850.00	\$ 22,800.00	\$ 3,000.00	\$ 24,000.00
18	WET CONNECTION	EA	8	\$ 5,000.00	\$ 40,000.00	\$ 3,850.00	\$ 30,800.00	\$ 3,500.00	\$ 28,000.00
19	WATER SERVICE RECONNECTION (SHORT)	EA	30	\$ 1,000.00	\$ 30,000.00	\$ 1,000.00	\$ 30,000.00	\$ 2,000.00	\$ 60,000.00
20	WATER SERVICE RECONNECTION (LONG)	EA	20	\$ 2,500.00	\$ 50,000.00	\$ 2,250.00	\$ 45,000.00	\$ 3,000.00	\$ 60,000.00
21	REMOVE & REPLACE CONCRETE PAVEMENT	SY	44	\$ 150.00	\$ 6,600.00	\$ 100.00	\$ 4,400.00	\$ 75.00	\$ 3,300.00
22	REMOVE & REPLACE CONCRETE DRIVE	SY	161	\$ 150.00	\$ 24,150.00	\$ 100.00	\$ 16,100.00	\$ 75.00	\$ 12,075.00
23	REMOVE & REPLACE ASPHALT PAVEMENT	SY	349	\$ 150.00	\$ 52,350.00	\$ 100.00	\$ 34,900.00	\$ 75.00	\$ 26,175.00
24	REMOVE & REPLACE ASPHALT DRIVE	SY	63	\$ 150.00	\$ 9,450.00	\$ 100.00	\$ 6,300.00	\$ 75.00	\$ 4,725.00
25	REMOVE & REPLACE GRAVEL DRIVE	SY	48	\$ 80.00	\$ 3,840.00	\$ 60.00	\$ 2,880.00	\$ 60.00	\$ 2,880.00
26	REMOVE & REPLACE CONCRETE SIDEWALK	SY	38	\$ 95.00	\$ 3,610.00	\$ 100.00	\$ 3,800.00	\$ 100.00	\$ 3,800.00
27	REMOVE & REPLACE CURB & GUTTER	SY	134	\$ 100.00	\$ 13,400.00	\$ 120.00	\$ 16,080.00	\$ 100.00	\$ 13,400.00
28	REMOVE & REPLACE PIPE FENCE	LF	12	\$ 250.00	\$ 3,000.00	\$ 200.00	\$ 2,400.00	\$ 100.00	\$ 1,200.00
29	CONSTRUCTION SIGNING AND TRAFFIC CONTROL	LSUM	1	\$ 30,000.00	\$ 30,000.00	\$ 20,000.00	\$ 20,000.00	\$ 5,000.00	\$ 5,000.00
30	TEMPORARY EROSION AND SEDIMENT CONTROL	LSUM	1	\$ 20,000.00	\$ 20,000.00	\$ 8,000.00	\$ 8,000.00	\$ 5,000.00	\$ 5,000.00
31	PRESSURE AND LEAKAGE TESTING	LSUM	1	\$ 10,000.00	\$ 10,000.00	\$ 6,000.00	\$ 6,000.00	\$ 5,000.00	\$ 5,000.00
32	DISINFECTION AND TESTING	LSUM	1	\$ 10,000.00	\$ 10,000.00	\$ 6,000.00	\$ 6,000.00	\$ 5,000.00	\$ 5,000.00
33	SOLID SLAB SOD	SY	4,649	\$ 5.00	\$ 23,245.00	\$ 7.00	\$ 32,543.00	\$ 6.00	\$ 27,894.00
SUB-TOTAL BASE BID					\$ 1,764,179.00		\$ 1,523,196.95		\$ 1,768,862.00
34	12" PVC C-900 PIPE DR-18 (TRENCHING)	LF	1,662	\$ 125.00	\$ 207,750.00	\$ 95.00	\$ 157,890.00	\$ 90.00	\$ 149,580.00
35	10" PVC C-900 PIPE DR-18 (TRENCHING)	LF	2,667	\$ 95.00	\$ 253,365.00	\$ 82.00	\$ 218,694.00	\$ 77.00	\$ 205,359.00
36	6" PVC C-900 PIPE DR-18 (TRENCHING)	LF	88	\$ 55.00	\$ 4,840.00	\$ 50.00	\$ 4,400.00	\$ 150.00	\$ 13,200.00
37	TRENCHING 0' TO 10'	LF	4,417	\$ 5.00	\$ 22,085.00	\$ 1.15	\$ 5,079.55	\$ 55.00	\$ 242,935.00
38	12" GATE VALVE & BOX	EA	3	\$ 4,500.00	\$ 13,500.00	\$ 4,000.00	\$ 12,000.00	\$ 5,500.00	\$ 16,500.00
39	6" GATE VALVE & BOX	EA	16	\$ 2,500.00	\$ 40,000.00	\$ 2,000.00	\$ 32,000.00	\$ 2,750.00	\$ 44,000.00
40	6"X6" TAPPING SLEEVE & VALVE W/ BOX	EA	2	\$ 3,500.00	\$ 7,000.00	\$ 3,300.00	\$ 6,600.00	\$ 3,500.00	\$ 7,000.00
41	10"X10" TAPPING SLEEVE & VALVE W/ BOX	EA	1	\$ 8,000.00	\$ 8,000.00	\$ 6,000.00	\$ 6,000.00	\$ 9,000.00	\$ 9,000.00
42	FIRE HYDRANT ASSEMBLY	EA	13	\$ 5,000.00	\$ 65,000.00	\$ 3,500.00	\$ 45,500.00	\$ 7,500.00	\$ 97,500.00
43	MECHANICAL JOINT FITTINGS	LB	6,880	\$ 12.00	\$ 82,560.00	\$ 14.00	\$ 96,320.00	\$ 6.50	\$ 44,720.00
44	CONNECT TO EXISTING	EA	3	\$ 5,000.00	\$ 15,000.00	\$ 2,850.00	\$ 8,550.00	\$ 3,000.00	\$ 9,000.00
45	WET CONNECTION	EA	8	\$ 5,000.00	\$ 40,000.00	\$ 3,850.00	\$ 30,800.00	\$ 3,500.00	\$ 28,000.00
46	WATER SERVICE RECONNECTION (SHORT)	EA	17	\$ 1,000.00	\$ 17,000.00	\$ 1,000.00	\$ 17,000.00	\$ 2,000.00	\$ 34,000.00
47	WATER SERVICE RECONNECTION (LONG)	EA	16	\$ 2,500.00	\$ 40,000.00	\$ 2,250.00	\$ 36,000.00	\$ 3,000.00	\$ 48,000.00
48	REMOVE & REPLACE CONCRETE DRIVE	SY	68	\$ 150.00	\$ 10,200.00	\$ 100.00	\$ 6,800.00	\$ 75.00	\$ 5,100.00
49	REMOVE & REPLACE ASPHALT PAVEMENT	SY	152	\$ 150.00	\$ 22,800.00	\$ 100.00	\$ 15,200.00	\$ 75.00	\$ 11,400.00
50	REMOVE & REPLACE ASPHALT DRIVE	SY	21	\$ 150.00	\$ 3,150.00	\$ 100.00	\$ 2,100.00	\$ 75.00	\$ 1,575.00
51	REMOVE & REPLACE GRAVEL PAVEMENT	SY	17	\$ 80.00	\$ 1,360.00	\$ 60.00	\$ 1,020.00	\$ 60.00	\$ 1,020.00
52	REMOVE & REPLACE GRAVEL DRIVE	SY	248	\$ 80.00	\$ 19,840.00	\$ 60.00	\$ 14,880.00	\$ 60.00	\$ 14,880.00
53	REMOVE & REPLACE CONCRETE SIDEWALK	SY	14	\$ 95.00	\$ 1,330.00	\$ 100.00	\$ 1,400.00	\$ 100.00	\$ 1,400.00
54	REMOVE & REPLACE 12" DRAINAGE PIPE	LF	128	\$ 80.00	\$ 10,240.00	\$ 70.00	\$ 8,960.00	\$ 100.00	\$ 12,800.00
55	SOLID SLAB SOD	SY	2,944	\$ 5.00	\$ 14,720.00	\$ 7.00	\$ 20,608.00	\$ 6.00	\$ 17,664.00
SUB-TOTAL ADD ALT #1 BID					\$ 899,740.00		\$ 747,801.55		\$ 1,014,633.00
SUB-TOTAL BASE + ADD ALT #1 BID					\$ 2,663,919.00		\$ 2,270,998.50		\$ 2,783,495.00

Highlighted value has been corrected for a typo. The error does not affect the order of bidding.
 Low Bidder

I certify that this is a true and correct Tabulation of Bids received at 10:00 a.m. on January 31, 2024. This document does not imply that the contract will be awarded to any particular bidder. The Contracting Agent/ Owner reserves the right to accept or reject any and all bids.

Michael Taylor
 Michael Taylor PE



Public Works Committee

12.

Meeting Date: 03/11/2024
Submitted For: Katrina Bodenhamer, City Attorney
Initiator: Katrina Bodenhamer, City Attorney
Department: City Attorney
Staff Information Source:

Information

AGENDA ITEM TITLE:

Discuss a forensic audit of the City of Muskogee financial records, or take other necessary action.
(Committee Member Traci McGee)

BACKGROUND:

Councilor McGee wishes to discuss a forensic audit of the City of Muskogee's financial records with the Mayor and Council.

RECOMMENDED ACTION:

Discuss an audit.

Fiscal Impact

Attachments

No file(s) attached.
